

Resolution

Number 22-0631

Adopted Date May 10, 2022

HIRE AIRANNA HICKS AS PROTECTIVE SERVICES CASEWORKER II, WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION

BE IT RESOLVED, to hire Airanna Hicks, as Protective Services Caseworker II, within the Warren County Department of Job and Family Services, Children Services Division, classified, full-time permanent, non-exempt status (40 hours per week), Pay Grade #8, \$19.04 per hour, under the Warren County Job and Family Services compensation plan, effective May 16, 2022, subject a negative drug screen a 365-day probationary period.

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

Mr. Grossmann – absent

Mrs. Jones – yea

Mr. Young – yea

Resolution adopted this 10th day of May 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

H/R

cc: Children Services (file)
A. Hicks' Personnel File
OMB – Sue Spencer

Resolution

Number 22-0632

Adopted Date May 10, 2022

APPROVE LATERAL TRANSFER OF JODIE STONE-DANA FROM THE POSITION OF FOSTER CARE/ADOPTION CASEWORKER II TO SCREENER III, WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION

WHEREAS, after interviews with internal candidates the Director of Children Services has requested the lateral transfer of Ms. Stone-Dana to said position; and

NOW THEREFORE BE IT RESOLVED, to approve the lateral transfer of Jodi Stone-Dana from the position of Foster Care Adoption Caseworker II to Screener III within the Warren County Department of Job and Family Services, Children Services Division effective May 16, 2022.

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

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

Resolution adopted this 10th day of May 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Children Services (file)
J. Stone-Dana's Personnel file
OMB – Sue Spencer

Resolution

Number 22-0633

Adopted Date May 10, 2022

APPROVE HIRING OF TEMPORARY EMPLOYEES WITHIN THE FACILITIES MANAGEMENT DEPARTMENT

WHEREAS, in order to accomplish the seasonal maintenance of the Facilities Management Department, there is a need within the Facilities Management Department to hire temporary employees; and

NOW THEREFORE BE IT RESOLVED, to hire the following employees within the Facilities Management Department, for approximately twelve weeks:

Bailey Snyder, as a temporary General Laborer, Temporary Rate of \$13.50/hour, part-time, temporary, subject to a negative drug screen.

Ricky Sheppard, as temporary General Laborer, Temporary Rate of \$13.50/hour, part-time temporary, subject to a negative drug screen.

BE IT FURTHER RESOLVED, that a condition of said employment is that all persons hired under this resolution acknowledge that they will be in an "on-call" status from day-to-day, at the discretion of the departmental supervisor and will make themselves available upon call.

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

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

Resolution adopted this 10th day of May 2022.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Facilities Management (file)
Personnel Files
OMB – Sue Spencer

Resolution

Number 22-0634

Adopted Date May 10, 2022

HIRE RACHEL STERN AS TEMPORARY YOUTH EMPLOYMENT WORKSITE SUPERVISOR, WITHIN WARREN COUNTY OHIOMEANSJOBS

WHEREAS, Rachel Stern was the temporary youth employment worksite supervisor in 2021 and the director has requested to rehire her for said position for the 2022 Summer period; and

BE IT RESOLVED, to hire Rachel Stern as the Temporary Youth Employment Worksite Supervisor, within Warren County OhioMeansJobs, unclassified, temporary full-time, non-exempt status (24-40 hours per week), \$15.00 per hour, effective June 6, 2022, subject to a negative background check and drug screen, for the summer work period ending August 2022.

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

Mr. Grossmann – absent

Mrs. Jones – yea

Mr. Young – yea

Resolution adopted this 10th day of May 2022.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

H/R

cc: OhioMeansJobs (file)
Rachel Stern's Personnel file
OMB-Sue Spencer

Resolution

Number 22-0635

Adopted Date May 10, 2022

APPROVE THE PROMOTION OF COREY BURTON FROM COMMUNICATIONS SYSTEMS SUPERVISOR TO THE POSITION OF COMMUNICATIONS SYSTEMS MANAGER WITHIN THE TELECOMMUNICATIONS DEPARTMENT

WHEREAS, after interviewing multiple internal candidates the Deputy Director has requested to promote Mr. Burton to the vacant position of Communications Systems Manager; and


NOW THEREFORE BE IT RESOLVED, to approve the promotion of Corey Burton to the position of Communications Systems Manager within the Telecommunications Department, classified, full-time permanent, exempt status, Pay Range B, at \$2,692.31 bi-weekly, effective pay period beginning May 7, 2022.

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

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

Resolution adopted this 10th day of May 2022.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Telecom (file)
C. Burton's Personnel file
OMB – Sue Spencer

Resolution

Number 22-0636

Adopted Date May 10, 2022

APPROVE THE PROMOTION OF ALEXANDER MOKRYCKI FROM INFRASTRUCTURE SYSTEM ANALYST TO THE POSITION OF COMMUNICATIONS SYSTEMS SUPERVISOR WITHIN THE TELECOMMUNICATIONS DEPARTMENT

WHEREAS, after interviewing multiple internal candidates the Deputy Director has requested to promote Mr. Mokrycki to the vacated position of Communications Systems Supervisor; and

NOW THEREFORE BE IT RESOLVED, to approve the promotion of Alexander Mokrycki to the position of Communications Systems Supervisor within the Telecommunications Department, classified, full-time permanent, non-exempt status, Pay Range 21, at \$28.37 per hour, effective pay period beginning May 7, 2022.


BE IT FURTHER RESOLVED, Mr. Mokrycki will be eligible for a three (3) percent increase when he meets his year probationary period in August, 2023.

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

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

Resolution adopted this 10th day of May 2022.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Telecom (file)
A. Mokrycki's Personnel file
OMB – Sue Spencer

Resolution

Number 22-0637

Adopted Date May 10, 2022

APPROVE THE PROMOTION OF JOHN KENDRICK FROM SEWER COLLECTIONS WORKER III TO THE POSITION OF SEWER MAINTENANCE FOREMAN WITHIN THE WATER AND SEWER DEPARTMENT

WHEREAS, it is the recommendation of the Sanitary Engineer to promote Mr. Kendrick to Sewer Maintenance Foreman; and

NOW THEREFORE BE IT RESOLVED, to approve the promotion of John Kendrick to the position of Sewer Maintenance Foreman within the Warren County Water and Sewer Department, classified, full-time permanent, non-exempt status, Pay Range 20, at \$28.66 per hour, effective pay period beginning May 7, 2022.

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

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

Resolution adopted this 10th day of May 2022.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

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

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 22-0638

Adopted Date May 10, 2022

APPROVE PAY INCREASE FOR CONNOR DAVIS, SEWER MAINTENANCE FOREMAN,
WITHIN THE WATER AND SEWER DEPARTMENT

WHEREAS, the Sanitary Engineer has requested to that Mr. Davis' wage match the Water Distribution Foreman; and

NOW THEREFORE BE IT RESOLVED, to approve a pay increase for Conner Davis, Sewer Maintenance Foreman, \$30.10 per hour, effective pay period beginning May 7, 2022.

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

Mr. Grossmann – absent

Mrs. Jones – yea

Mr. Young – yea

Resolution adopted this 10th day of May 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Water/Sewer (file)
C. Davis' Personnel file
OMB - Sue Spencer

Resolution

Number 22-0639

Adopted Date May 10, 2022

APPROVE PROMOTION OF KYLE REDDICK TO THE POSITION OF SEWER COLLECTIONS WORKER III WITHIN THE WATER AND SEWER DEPARTMENT

WHEREAS, Mr. Reddick has completed his backhoe training and is eligible to be promoted to a Water Distribution Worker III classification; and

WHEREAS, it is the desire of the Board to promote Kyle Reddick to said position in accordance with the Sanitary Engineer's staffing plan; and

NOW THEREFORE BE IT RESOLVED, to approve the promotion of Kyle Reddick to the position of Water Distribution Worker III within the Water and Sewer Department, classified, full-time permanent, non-exempt status, Pay Range #17, \$22.84 per hour, effective pay period beginning May 7, 2022.

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

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

Resolution adopted this 10th day of May 2022.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

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

Resolution

Number 22-0640

Adopted Date May 10, 2022

APPROVE A PAY INCREASE FOR SOPHIA ABRAMS WITHIN THE WARREN COUNTY DEPARTMENT OF EMERGENCY SERVICES

WHEREAS, this Board adopted Resolution #98-1460, October 8, 1998 adopting departmental work rules and compensation schedule for the Warren County Emergency Services and the Emergency Communications Operators; and

WHEREAS, Sophia Abrams, Emergency Communications Operator within the Warren County Emergency Services, has successfully completed three (3) years of service as an Emergency Communications Operator on May 28, 2022; and

NOW THEREFORE BE IT RESOLVED, to approve Sophia Abrams' pay increase to \$25.82 per hour, under the Warren County Emergency Services Schedule, effective pay period beginning June 4, 2022.

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

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

Resolution adopted this 10th day of May 2022.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Emergency Services (File)
S. Abrams' Personnel File
OMB-Sue Spencer

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 22-0641

Adopted Date May 10, 2022

APPROVE A PAY INCREASE FOR BRITTANY CARVALHO WITHIN THE WARREN COUNTY DEPARTMENT OF EMERGENCY SERVICES

WHEREAS, this Board adopted Resolution #98-1460, October 8, 1998 adopting departmental work rules and compensation schedule for the Warren County Emergency Services and the Emergency Communications Operators; and

WHEREAS, Brittany Carvalho, Emergency Communications Operator within the Warren County Emergency Services, has successfully completed three (3) years of service as an Emergency Communications Operator on May 28, 2022; and

NOW THEREFORE BE IT RESOLVED, to approve Brittany Carvalho's pay increase to \$25.82 per hour, under the Warren County Emergency Services Schedule, effective pay period beginning June 4, 2022.

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

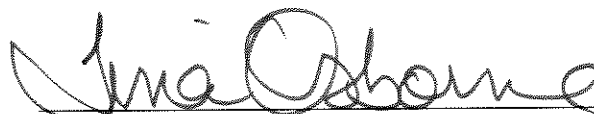
Mr. Grossmann – absent

Mrs. Jones – yea

Mr. Young – yea

Resolution adopted this 10th day of May 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Emergency Services (File)
B. Carvalho's Personnel File
OMB-Sue Spencer

Resolution

Number 22-0642

Adopted Date May 10, 2022

APPROVE A PAY INCREASE FOR JENNIFER KEY WITHIN THE WARREN COUNTY DEPARTMENT OF EMERGENCY SERVICES

WHEREAS, this Board adopted Resolution #98-1460, October 8, 1998 adopting departmental work rules and compensation schedule for the Warren County Emergency Services and the Emergency Communications Operators; and

WHEREAS, Jennifer Key, Emergency Communications Operator within the Warren County Emergency Services, has successfully completed three (3) years of service as an Emergency Communications Operator on May 28, 2022; and

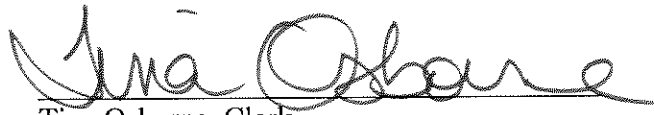
NOW THEREFORE BE IT RESOLVED, to approve Jennifer Key's pay increase to \$25.82 per hour, under the Warren County Emergency Services Schedule, effective pay period beginning June 4, 2022.

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

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

Resolution adopted this 10th day of May 2022.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Emergency Services (File)
J. Key's Personnel File
OMB-Sue Spencer

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 22-0643

Adopted Date May 10, 2022

APPROVE END OF PROBATIONARY PERIOD AND APPROVE A PAY INCREASE FOR VICTORIA LANE WITHIN THE WARREN COUNTY DEPARTMENT OF EMERGENCY SERVICES

WHEREAS, Victoria Lane, Emergency Communications Operator within the Warren County Department of Emergency Services, has successfully completed her probationary period, effective May 10, 2022; and

NOW THEREFORE BE IT RESOLVED, to approve Victoria Lane's completion of probationary period and to approve a pay increase to end of probationary rate of \$20.39 per hour under the Warren County Department of Emergency Services Compensation Schedule, effective pay period beginning May 19, 2022.

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

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

Resolution adopted this 10th day of May 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Emergency Services (file)
V. Lane Personnel File
OMB – Sue Spencer

Resolution

Number 22-0644

Adopted Date May 10, 2022

APPROVE END OF PROBATIONARY PERIOD AND APPROVE A PAY INCREASE FOR SARA ORR WITHIN THE WARREN COUNTY DEPARTMENT OF EMERGENCY SERVICES

WHEREAS, Sara Orr, Emergency Communications Operator within the Warren County Department of Emergency Services, has successfully completed her probationary period, effective May 10, 2022; and

NOW THEREFORE BE IT RESOLVED, to approve Sara Orr's completion of probationary period and to approve a pay increase to end of probationary rate of \$25.82 per hour under the Warren County Department of Emergency Services Compensation Schedule, effective pay period beginning May 19, 2022.

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

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

Resolution adopted this 10th day of May 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

Resolution

Number 22-0645

Adopted Date May 10, 2022

APPROVE END OF PROBATIONARY PERIOD AND APPROVE A PAY INCREASE FOR SYDNEY RENNER WITHIN THE WARREN COUNTY DEPARTMENT OF EMERGENCY SERVICES

WHEREAS, Sydney Renner, Emergency Communications Operator within the Warren County Department of Emergency Services, has successfully completed her probationary period, effective May 2, 2022; and

NOW THEREFORE BE IT RESOLVED, to approve Sydney Renner's completion of probationary period and to approve a pay increase to end of probationary rate of \$19.16 per hour under the Warren County Department of Emergency Services Compensation Schedule, effective pay period beginning May 5, 2022.

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

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

Resolution adopted this 10th day of May 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 22-0646

Adopted Date May 10, 2022

APPROVE PAY INCREASE FOR JOSHUA HISLE, OMJ SUPERVISOR, WITHIN WARREN COUNTY OHIOMEANSJOBS

WHEREAS, Mr. Hisle was reclassified to the position of Supervisor in November 2021; and

WHEREAS, the director has requested to increase Mr. Hisle's wage to the prior supervisor wage as Mr. Hisle is performing at that same level and has taken on additional tasks of improving quality assurance on his own; and


NOW THEREFORE BE IT RESOLVED, to approve pay increase for Joshua Hisle, OMJ Supervisor to \$1,912.00 bi-weekly, effective pay period beginning May 7, 2022.

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

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

Resolution adopted this 10th day of May 2022.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: OhioMeansJobs (file)
J. Hisle's Personnel file
OMB-Sue Spencer

Resolution

Number 22-0647

Adopted Date May 10, 2022

APPROVE PAY INCREASE FOR DUSTIN FLINT, INFRASTRUCTURE SYSTEMS ADMINISTRATOR AND JEFFREY CEPIN, DATA SYSTEMS MANAGER, WITHIN THE TELECOMMUNICATIONS DEPARTMENT

WHEREAS, the department has been in a restructuring process over the past several years preparing for multiple retirements and the deputy director has requested wage increases for Mr. Flint and Mr. Cepin, as both have increased their skill set and taken on additional responsibilities during the restructuring process over the past several years, the wage increases are as follows, and said increases are covered within the department's budget;

- Dustin Flint – increase wage to \$3,461.54 bi-weekly
- Jeffrey Cepin – increase wage to \$3,076.92 bi-weekly

NOW THEREFORE BE IT RESOLVED, to approve a pay increase for Dustin Flint, Infrastructure Systems Administrator and Jeffrey Cepin, Data Systems Manager within the Telecommunications Department effective pay period beginning May 7, 2022

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

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

Resolution adopted this 10th day of May 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Telecom (file)
D. Flint's Personnel file
J. Cepin's Personnel file
OMB – Sue Spencer

Resolution

Number 22-0648

Adopted Date May 10, 2022

APPROVE PAY INCREASE FOR JIMMY HOLLON, INFRASTRUCTURE ANALYST I,
WITHIN TELECOMMUNICATIONS DEPARTMENT

WHEREAS, the department was given approval to hire an infrastructure analyst position to cover the additional duties needed to maintain network and phone systems; and

WHEREAS, Mr. Hollon interviewed for the said position and the department recognizes Mr. Hollon has the necessary credentials to complete the additional duties to maintain network and phone systems and has assigned these duties to Mr. Hollon under his current position; and

NOW THEREFORE BE IT RESOLVED, to approve a pay increase for Jimmy Hollon, Infrastructure Analyst I within the Telecommunications Department, to \$26.44 per hour, effective pay period beginning May 7, 2022

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

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

Resolution adopted this 10th day of May 2022.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Telecom (file)
J. Hollon's Personnel file
OMB – Sue Spencer

BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO

Resolution

Number 22-0649

Adopted Date May 10, 2022

APPROVE APPOINTMENTS AND REAPPOINTMENTS OF WARREN COUNTY MEMBERS TO THE AREA 12 WORKFORCE DEVELOPMENT BOARD

WHEREAS, the Board of County Commissioners of Warren County, Ohio adopted Resolution Number 05-121 on February 1, 2005, which approved the Area 12 Workforce Investment Board Butler - Clermont - Warren; and

WHEREAS, thereafter, Butler, Clermont and Warren Counties individually shall be responsible for the appointments, reappointments, and/or replacements of individuals from the respective county on the Area 12 Workforce Development Board; and

WHEREAS, due to an oversight by the previous Executive Director of the WIB some appointments and/or reappointments were not presented to this Board for approval and the original appointment terms have expired; and

NOW THEREFORE BE IT RESOLVED that the Board of County Commissioners of Warren County hereby appoints/reappoints/fills unexpired terms/accepts resignation of members to the Area 12 Workforce Investment Board as outlined below:

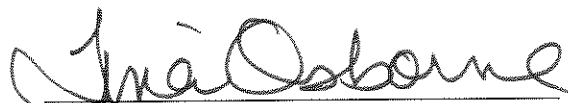
<u>APPOINTMENT</u>	<u>Term Begins</u>	<u>Term Ends</u>
Karolyn Ellingson	7/1/2021	6/30/2024
<u>REAPPOINTMENTS</u>		
Justin Conger	7/1/2021	6/30/2024
Tate Borcoman	7/1/2022	6/30/2025
Michelle Snow	7/1/2021	6/30/2024
Karen Karnes	7/1/2021	6/30/2024
Jerica Kruse	7/1/2022	6/30/2025

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

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

Resolution adopted this 10th day of May 2022.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

BE/

cc: Appointees
Appointment file

WIB (file)
L. Lander

BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO

Resolution

Number 22-0650

Adopted Date May 10, 2022

CANCEL REGULARLY SCHEDULED COMMISSIONERS' MEETING OF THURSDAY,
MAY 12, 2022

BE IT RESOLVED, to cancel the regularly scheduled Commissioners' Meeting of Thursday, May 12, 2022.

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

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

Resolution adopted this 10th day of May 2022.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

/tao

cc: Auditor
Commissioners' file
Press

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 22-0651

Adopted Date May 10, 2022

ADVERTISE FOR BIDS FOR THE WARREN COUNTY AIRPORT INSTALLATION OF NEW AWOS III- PT

BE IT RESOLVED, to advertise for bids for the Warren County Airport Installation of New AWOS III- PT for the Warren County Airport; and

BE IT FURTHER RESOLVED, to advertise said bid for two (2) weeks in a newspaper of general circulation and for two consecutive weeks on the County website, beginning the week of May 8, 2022; bid opening to be May 24, 2022 @ 10:00 a.m.

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

Mr. Grossmann – absent

Mrs. Jones – yea

Mr. Young – yea

Resolution adopted this 10th day of May 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

KP

cc: Airport (file)
OMB Bid file

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 22-0652

Adopted Date May 10, 2022

ENTER INTO CONTRACT WITH JESS HOWARD ELECTRIC COMPANY FOR THE WARREN COUNTY AIRPORT- JOHN LANE FIELD TAXIWAY LIGHTING AND NEW WIND CONE PROJECT

WHEREAS, pursuant to Resolution #22-0473, adopted April 05, 2022, this Board approved a Notice of Intent to Award Contract for the Warren County Airport – John Lane Field Taxiway Lighting and New Wind Cone Project to Jess Howard Electric Company for a total contract price of \$194,897.80; 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 Jess Howard Electric Company, 6630 Taylor Road Blacklick, Ohio 43004, for said project, for a total contract price of \$194,897.80; as attached hereto and made a part hereof.

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

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

Resolution adopted this 10th day of May 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

KP

cc: c/a— Jess Howard Electric Company
Airport (file)
OMB Bid file

CONTRACT

This Agreement, made and entered into this _____ day of _____, 2022, by and between the Warren County Board of Commissioners, 406 Justice Drive, Lebanon, Ohio 45036, acting by and through its President, pursuant to Motion passed by at least a majority vote of its members on _____, hereinafter designated the OWNER, and Jess Howard Electric Company, located at 6630 Taylor Road, Blacklick, Ohio 43004, hereinafter designated the CONTRACTOR, acting through its _____ pursuant to an authorizing corporate resolution. (title)

WITNESSETH:

That the parties to these presents, each in consideration of the undertakings, promises and agreements on the part of the other herein contained, have undertaken, promised and agreed and do hereby undertake, promise and agree, the OWNER and its successors and assigns, and the CONTRACTOR for itself and its, successors and assigns, as follows:

The CONTRACTOR, in consideration of payment at the unit prices submitted in their Proposal dated March 21, 2022, the total of which is estimated to be \$ 194,897.80, to be paid by the OWNER to the CONTRACTOR, shall and will at its own cost and expense furnish all the labor, materials, tools and equipment to complete the items of work required for the following project: 2022 Improvements to Warren County Airport – John Lane Field, in accordance with the Plans and with the Specifications and Contract Documents dated January, 2022 prepared by Stantec Consulting Services Inc. (attached to and included as part of this Agreement). Final payment will be determined by the sum of the unit prices multiplied by the actual approved number of units for each item of work stipulated, and may be more or less than the total amount estimated above.

If the CONTRACTOR shall fail to comply with any of the terms, conditions, provisions or stipulations of this Agreement, according to the true intent and meaning thereof, then the OWNER may avail itself of any or all remedies provided in its behalf in the Agreement and shall have the right and power to proceed in accordance with the provisions thereof. Work shall be completed in accordance with:

1. Materials purchased for use or consumption in connection with the proposed work may be exempt from the State of Ohio Sales Tax as provided for in Section 5739.02 of the Ohio Revised Code and also from the State of Ohio Use Tax, Section 5741.02. Purchases by CONTRACTOR, of expendable items such as form lumber, tools, oils, greases, fuel, or equipment rentals may be subject to the application of the Ohio Sales and Use Taxes. CONTRACTOR shall complete an updated IRS W-9 matching records on file with IRS.
2. CONTRACTOR hereby agrees to hold the OWNER free and harmless from any and all claims for damages, costs, expenses, judgments or decrees, resulting from any operations of CONTRACTOR, its subcontractors, agents or employees.
3. CONTRACTOR agrees to pay each subcontractor under this prime Agreement for satisfactory performance of its Agreement no later than fourteen (14) days from the receipt of payment from OWNER for the work completed by the subcontractor. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of OWNER.
4. CONTRACTOR certifies that they have not been disbarred or otherwise prohibited by any federal, state or local governmental agency, authority or contracting party from entering into an Agreement for, or performing work on, the Project.
5. CONTRACTOR is advised that the site of the work is not within any property, district, or site, and does not contain any building, structure, or object listed in the current National Register of Historic Places published by the United States Department of Interior. Should CONTRACTOR encounter, during their operations, any building, part of a building, structure, or object that is incongruous with its surroundings, they shall immediately cease operations in that location and notify the OWNER. OWNER will immediately investigate contractor's finding and OWNER will direct CONTRACTOR to either resume their operations or to suspend operations as directed. Should OWNER order suspension of CONTRACTOR'S operations in order to protect an archaeological or historical finding, or order CONTRACTOR to perform extra work, such shall be covered by an appropriate Agreement modification. If appropriate, the Agreement modification shall include an extension of the time for performance in this Agreement.
6. Changes in the Scope of Work, except deletions of Work to be performed, may only be accomplished by a

written change order/amendment signed by both OWNER and CONTRACTOR that will set forth the adjustment in price which will result from the amendment. There will be no oral amendments or understandings binding on either party, nor will either party be liable for breach for failure to abide by an oral amendment/change order alleged to exist.

7. For and during the term of this Agreement, CONTRACTOR shall maintain such liability insurance specified in the General Contract Provisions. Said liability insurance shall be primary and any policy of insurance maintained by OWNER or its agents shall be secondary. Said liability insurance shall also provide the same coverage and duty to defend OWNER as such policy provides for CONTRACTOR. Said coverage shall not be altered or amended during the term of this agreement without the express written consent of OWNER.
8. This Agreement will be binding on and shall inure to the benefit of the successors and assigns of the parties hereto. This Agreement contains all of the terms, conditions, and representations between the parties hereto unless otherwise specifically set forth herein. This Agreement shall not be amended or supplemented except as may be done in writing and signed by the parties hereto.
9. This Agreement shall be governed by the laws of the State of Ohio. All claims, counterclaims, disputes, interpretations, and other matters in question between OWNER, its agents and employees, and CONTRACTOR arising out of or relating to this Agreement or its breach shall exclusively be the Warren County, Ohio Court of Common Pleas, and CONTRACTOR waives the right to remove or initiate any action in any federal court.
10. The remedies reserved in this Agreement are cumulative and in addition to any remedies provided for in law or equity. No waiver of the breach of any term of this Agreement on any occasion will constitute a waiver of any other provision, any future breach of the same provision, nor constitute a course of dealing contrary to the terms of this Agreement.
11. All notices and other communications required or authorized must be given either in writing or by personal delivery or by registered mail addressed to the respective party at the address indicated at the beginning of this agreement.
12. The Contractor understands and agrees that time is of the essence for completion of the Project and that the Owner will suffer additional expense and financial loss if said Project is not completed within the agreed upon Contract Time. Furthermore, the Contractor and Owner recognize and understand the difficulty, delay, and expense in establishing the exact amount of actual financial loss and additional expense. Accordingly, in place of requiring such documentation of loss, the Contractor expressly agrees to pay the Owner as liquidated damages the non-penal sum of \$1,500 per day for each calendar day in excess of the authorized Contract Time that work remains incomplete. In addition, the Contractor understands and agrees that:
 - a. the Owner has the right to deduct from any moneys due the Contractor the amount of said liquidated damages; and
 - b. the Owner has the right to recover the amount of said liquidated damages from the Contractor, Surety, or both.

IN WITNESS WHEREOF, the parties to this Agreement have hereto set their hand and seals and have executed this Agreement, in quadruplicate, the day and year stated below.

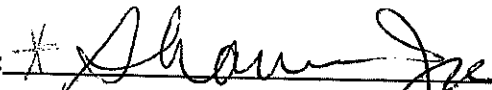
Attest: **WARREN COUNTY BOARD OF COMMISSIONERS (OWNER)**

_____ By: X

_____ Name: Tom Grossmann

_____ Title: President

_____ Date: _____

By: *  _____

Name: Shannon Jones _____

Title: Vice - President _____

Date: 5.10.22 _____

By: *  _____

Name: David G. Yang _____

Title: member _____

Date: 5.10.22 _____

JESS HOWARD ELECTRIC COMPANY (CONTRACTOR)

By:  _____

Name: Jonathan F. Howard _____

Title: President _____

Date: 4-19-22 _____

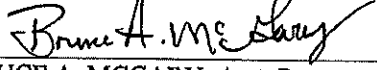
TREASURER'S CERTIFICATE: I, _____, Warren County Treasurer, hereby certify that the money to meet this Agreement has been lawfully appropriated for the purpose of this Agreement and is in its Treasury or is in the process of collection to the credit of the appropriate fund free from prior encumbrance.

By: _____
Warren County Treasurer

Date: _____

APPROVED AS TO FORM:

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

By:  _____
BRUCE A. MCGARY, Asst. Prosecutor

Resolution

Number 22-0653

Adopted Date May 10, 2022

ENTER INTO CONTRACT WITH MILLER – MASON PAVING COMPANY FOR THE 2022 CHIP SEAL PROJECT

WHEREAS, pursuant to Resolution #22-0575 dated April 19, 2022, this Board approved a Notice of Intent to Award Bid for the 2022 Chip Seal Project to Miller – Mason Paving Company, for a total bid price of \$289,567.50; 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 Miller – Mason Paving Company, 8591 Mad River Road , Hillsboro, Ohio 45133, for a total contract price of \$289,567.50. The total contract amount will be the responsibility of the various townships listed in Exhibit A of the bid packet; and as attached hereto and made a part hereof.

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

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

Resolution adopted this 10th day of May 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

KP/

cc: c/a— Miller – Mason Paving Company
Engineer (file)
OMB Bid file

CONTRACT

THIS AGREEMENT, made this 10 day of May, 2022, with the Warren County Board of Commissioners, 406 Justice Drive, Lebanon, Ohio hereinafter called "Owner" and **Miller- Mason Paving Company, 8591 Mad River Road Hillsboro, Ohio**, 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:

2022 CHIP SEAL PROJECT

hereinafter called the project, for the sum of **\$289,657.50, (Two Hundred Eighty- Nine Thousand, Six Hundred- Fifty Seven Dollars and Fifty Cents)** , and all work in connection therewith, under the terms as stated in the Conditions of the Contract; and as his/her (its or their) own proper cost and expense furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, Conditions of the Contract, the Specifications and Contract Documents. "Contract Documents" means and includes the following:

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

The CONTRACTOR hereby agrees to commence work under this contract on or before a date to be specified in a Written "Notice to Proceed" of the OWNER, and to fully complete the project by September 1, 2022. 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.

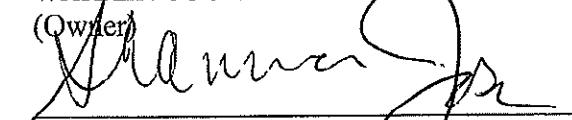
This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

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.

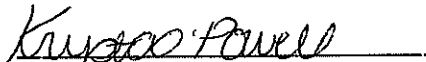
WARREN COUNTY BOARD OF COMMISSIONERS

(Owner)


Tom Grossmann, President

Shannon Jones, Vice-President

ATTEST:


Name


(Seal)

ATTEST:

MILLER-MASON PAVING COMPANY

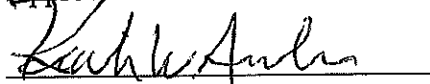
(Contractor)

By:


Name and Title

Diana M. Jones
Secretary / Treas.

Approved as to Form:


Assistant Prosecutor

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 22-0654

Adopted Date May 10, 2022

ADVERTISE FOR BIDS FOR THE KINGS MILLS ROAD RELIEF SEWER PROJECT

BE IT RESOLVED, to advertise for bids for the Kings Mills Road Relief Sewer Project for the Warren County Water and Sewer Department; and

BE IT FURTHER RESOLVED, to advertise said bid for one (1) week in a newspaper of general circulation and for two consecutive weeks on the County website, beginning the week of June 12, 2022; bid opening to be July 14, 2022 @ 11:00 a.m.

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

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

Resolution adopted this 10th day of May 2022.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

KP

cc: Water/Sewer (file)
OMB Bid file

Resolution

Number 22-0655

Adopted Date May 10, 2022

APPROVE NOTICE OF INTENT TO AWARD BID TO LARRY SMITH, INC. FOR THE COLUMBIA ROAD WATER MAIN IMPROVEMENTS – PHASE 2 PROJECT

WHEREAS, bids were closed at 11:00 a.m., on April 28, 2022, and the bids received were opened and read aloud for Columbia Road Water Main Improvements – Phase 2 Project, and the results are on file in the Commissioners' Office; and

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

NOW THEREFORE BE IT RESOLVED, upon recommendation of the Warren County Water and Sewer Department, that it is the intent of this Board to award the contract to Larry Smith, Inc., 5737 Dry Fork Road, Cleves, Ohio 45002, for a total bid price of \$745,045.00; and

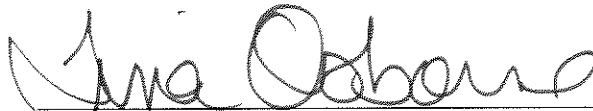
BE IT FURTHER RESOLVED, that the Vice President of the Board is hereby authorized to execute a "Notice of Intent to Award."

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

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

Resolution adopted this 10th day of May 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Water/Sewer (file)
OMB Bid file

Resolution

Number 22-0656

Adopted Date May 10, 2022

AWARD THE BID TO BRENNTAG MID – SOUTH, INC. FOR THE FRANKLIN AREA WATER TREATMENT PLANT AND NORTH WELL FIELD CHEMICALS PROJECT

WHEREAS, bids were closed at 9:00 a.m., on March 23, 2022, and the bids received were opened and read aloud for the Franklin Area Water Treatment Plant and North Well Field Chemicals Project, and the results are on file in the Commissioners' Office; and

WHEREAS, upon review of such bids by Ed Turner, Water Treatment Plant Supervisor, Brenntag Mid – South, Inc. have been determined to be the lowest and best bidders; and

NOW THEREFORE BE IT RESOLVED, upon recommendation of the Warren County Water and Sewer Department, that it is the intent of this Board to award the contract to Brenntag Mid- South, Inc., 324 Yusen Drive, Georgetown, Kentucky 40324, for a bid price of \$2.59 per gallon of Sodium Hypochlorite, \$.26 per pound of Hydrofluorosilicic Acid, and \$.27 per pound of Sodium Hydroxide.

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

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

Resolution adopted this 10th day of May 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Water/Sewer (file)
OMB Bid file

Resolution

Number 22-0657

Adopted Date May 10, 2022

AWARD THE BID TO WATER SOLUTIONS UNLIMITED, INC. AND BRENNTAG MID – SOUTH, INC. FOR THE RICHARD A. RENNEKER WATER TREATMENT PLANT CHEMICALS PROJECT

WHEREAS, bids were closed at 9:15 a.m., on March 23, 2022, and the bids received were opened and read aloud for Richard A. Renneker Water Treatment Plant Chemicals Project, and the results are on file in the Commissioners' Office; and

WHEREAS, upon review of such bids by Ed Turner, Water Treatment Plant Supervisor, Water Solutions Unlimited, Inc. and Brenntag Mid – South, Inc. have been determined to be the lowest and best bidders; and

NOW THEREFORE BE IT RESOLVED, upon recommendation of the Warren County Water and Sewer Department, that it is the intent of this Board to award the bid to Water Solutions Unlimited, Inc., P.O. Box 157, Camby, Indiana 46113, for a bid price of \$3.00 per drum gallon and \$2.40 per bulk gallon of Sodium Hypochlorite, \$.44 per drum gallon of Hydrofluorosilicic Acid, and \$.29 per bulk pound of Sodium Bisulfite. It is also the intent of this Board to award the bid to Brenntag Mid-South, Inc., 324 Yusen Drive, Georgetown, Kentucky 40324, for a bid price of \$.26 per bulk pound of Hydrofluorosilicic Acid and \$.27 per bulk pound of Sodium Hydroxide.

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

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

Resolution adopted this 10th day of May 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Water/Sewer (file)
OMB Bid file

Resolution

Number 22-0658

Adopted Date May 10, 2022

ENTER INTO CONTRACT WITH BUILDING CRAFTS, INC. FOR THE SYCAMORE TRAILS WASTEWATER TREATMENT PLANT UPGRADES PROJECT

WHEREAS, pursuant to Resolution #22-0608 dated April 26, 2022, this Board approved a Notice of Intent to Award Bid for the Sycamore Trails Wastewater Treatment Plant Upgrades Project to Building Crafts, Inc., for a total bid price of \$7,149,410.00; 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 Building Crafts, Inc., 2 Rosewood Drive, Wilder, Kentucky 41076, for a total contract price of \$7,149,410.00; as attached hereto and made a part hereof.

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

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

Resolution adopted this 10th day of May 2022.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

KP/

cc: c/a— Building Crafts, Inc.
Water/Sewer (file)
OMB Bid file

**SECTION 00 60 10
CONTRACT**

THIS AGREEMENT, made this 10 day of May, 2022, with the Warren County Board of Commissioners, 406 Justice Drive, Lebanon, Ohio, hereinafter called "Owner" and **Building Crafts, Inc., 2 Rosewood Drive, Wilder, KY 41076**, 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:

SYCAMORE TRAILS WASTEWATER TREATMENT PLANT UPGRADES PROJECT

hereinafter called the project, for the sum of \$ 7,149,410.00 (Seven Million, One Hundred Forty- Nine Thousand, Four Hundred Tens Dollars and No Cents), and all work in connection therewith, under the terms as stated in the General Conditions and Supplemental Conditions of the Contract; and as his (its or their) own proper cost and expense furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in Contract Documents. "Contract Documents" means and includes the following:

- Addendum
- Division 00 – Contract Requirements
- Division 01 to 48 – Technical Specifications
- General Conditions
- Supplemental Conditions
- Any and All Bid Documents
- Construction Drawings

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

<u>Substantial Completion:</u>	480 Days from Notice to Proceed.
<u>Final Completion:</u>	540 Days from Notice to Proceed.

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

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

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

The CONTRACTOR will indemnify and save the OWNER, their officers and employees, harmless from loss, expenses, costs, reasonable 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 in providing services pursuant to this agreement; (c) the intentional misconduct of the CONTRACTOR, its agents, employees, licensees, consultants, or subconsultants that result in injury to persons or damage to property. for which the OWNER may be held legally liable.

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

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

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

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

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

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

ATTEST:

WARREN COUNTY BOARD OF COMMISSIONERS

Kyrston Powell

Name

(Owner)

Shannon Jones
Tom Grossmann, President

Shannon Jones, Vice-President

(Seal)

ATTEST:

Building Crafts, Inc.
(Contractor)

Shane Paxton
Shane Paxton

By: [Signature]
Name Brad Miller

Exec. Vice President
Title

Approved as to Form:

[Signature]
Assistant Prosecutor

Resolution

Number 22-0659

Adopted Date May 10, 2022

SELECTION OF A VENDOR FOR FIRE & EMS RMS RECORDS MANAGEMENT SYSTEM FOR WARREN COUNTY TELECOMMUNICATIONS PUBLIC SAFETY NETWORK

WHEREAS, pursuant to Resolution 22-0047, adopted January 11, 2022, this Board authorized a request for proposals for a Fire & EMS RMS Records Management System relative to the Warren County Public Safety Network; and

WHEREAS, on or before March 1, 2022 the Telecommunications Department received four (4) sealed proposals for Fire & EMS RMS Records Management System: and

WHEREAS, this Board, on February 15, 2022, adopted Resolution 22-0248 to appoint a committee to review the submitted proposals; and

WHEREAS, based on rankings by the selection committee, the Telecommunications Department requests authorization to begin negotiations with the top ranked vendor; and

NOW THEREFORE BE IT RESOLVED, to authorize the Telecommunications Department to begin negotiations with ESO Solutions, Inc. for the respective Fire & EMS RMS Records Management Systems related to the Warren County Telecommunications Public Safety Network.

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

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

Resolution adopted this 10th day of May 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Telecom (file)
Bid file

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 22-0660

Adopted Date May 10, 2022

APPROVE COUNTY MOTOR VEHICLE TAX (CVT-378) FOR THE CITY OF MONROE IN THE AMOUNT OF \$18,250.03

BE IT RESOLVED, to approve the following County Motor Vehicle Tax (CVT-378) for the City of Monroe:

<u>Project No.</u>	<u>Description</u>	<u>CVT Funds</u>
CVT – 378	Greentree Road Project	\$18,250.03

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

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

Resolution adopted this 10th day of May 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Engineer (file)
City of Monroe

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 22-0661

Adopted Date May 10, 2022

APPROVE THE WARREN COUNTY CHILDREN SERVICES THERAPY DOG POLICY

WHEREAS, Warren County Children Services will be obtaining a therapy dog for use in agency operations; and

WHEREAS, it is necessary to adopt a policy regarding the maintenance, handling, and use of a specially trained therapy dog; and

NOW THEREFORE BE IT RESOLVED, to approve the Warren County Children Services Therapy Dog Policy as attached hereto and made a part hereof.

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

Mr. Grossmann – absent

Mrs. Jones – yea

Mr. Young – yea

Resolution adopted this 10th day of May 2022.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

jc/

cc: Children Services (file)
Policy file



SUBJECT: WCCS THERAPY DOG POLICY

POLICY MANUAL SECTION: ADMIN REQUIREMENTS NO.:

Approved: 5/5/2022
 Effective Date: 5/5/2022
 Date(s) of Revision:
 Responsible for Implementation: WCCS Staff
 Warren County Commissioner Mtg.:

ORC: NA
OAC: NA
CFSR:
OTHER:

Next Review Date: 5/5/2027	Review Responsibility: WCCS Administration
-------------------------------	---

POLICY: THERAPY DOG PERSONNEL AND OPERATIONS

Research has proven social and emotional benefits to use of a therapy dog with children and adults in unfamiliar, stressful, or traumatic situations. Therefore, it is the policy of WCCS to maintain an agency-owned therapy dog for use in agency operations, as well as to be made available to community partners, in order to provide comfort, companionship, and/or therapeutic support to children with whom the agency comes in contact.

This policy directs the maintenance, handling, and use of a specially-trained therapy dog to the agency personnel who may handle, assist, or otherwise use the dog.

PROCEDURES:

A. TRAINING AND QUALIFICATIONS

1. Definitions
 - a. "Therapy dog" – The county’s therapy dog has been individually trained and certified to work with its handler(s) to provide emotional support, comfort, affection, or companionship to children who come in contact with various multi-disciplinary services offered throughout Warren County and with which WCCS has some involvement, including but not limited to events involving removal and/or placement of children; parent/child supervised parenting time; situations involving contact with law enforcement; courthouse settings; and while engaging with the services offered by the Child Advocacy Center of Warren County. The county’s therapy dog will further provide companionship and comfort to county employees experiencing secondary trauma because of the nature of their work with abused, neglected, and dependent children.

- b. "Primary Handler" – The primary handler of the county's therapy dog is a county employee who has been trained and certified with the dog as a therapy dog team. The primary handler is responsible for housing the dog, as well as for scheduling and providing for all of the dog's regular and extraordinary care, maintenance, and grooming.

2. Training

- a. The County's therapy dog and any assigned handlers shall complete a certified/ registered training program by an organization recognized by the American Kennel Club (AKC), or its equivalent, that provides registration and certification of therapy dog teams.
- b. The primary handler is responsible for all activities relating to maintaining certification as a therapy dog team, including scheduling, attending, and recording additional trainings in order to maintain the team's constant certification throughout the life of its use within the county. The primary handler is responsible for adherence to any additional policies of the certification organization to maintain the safe use of the dog. If the dog and handler's certification lapses at any time for any reason, the primary handler shall alert the WCCS director.
- c. Additional handlers may be certified at the sole discretion of the county, but each county employee who handles the therapy dog shall be trained with the dog and certified as a therapy dog team.
- d. Each handler is responsible for maintaining and tracking their certification and providing copies of supporting documentation to WCCS for retention.

B. HANDLERS

1. Handler selection – Because of the nature of the responsibilities of the county's therapy dog handler(s), each shall constitute a special assignment, and each handler shall be selected and assigned at the sole discretion of the WCCS director and the appointing authority. Once an assignment is accepted, the handler shall be bound by the terms and procedures of this policy in addition to the job duties and responsibilities outlined in his or her job description. The primary handler shall be exempt from overtime provisions of the Fair Labor Standards Act.

2. Primary Handler separation – WCCS recognizes the bond that may develop between the county's therapy dog and the assigned primary handler. In the event an assigned primary handler separates employment with the county for any reason, he or she will have the following options relating to retention of the therapy dog:

- a. The primary handler may choose to leave the therapy dog with the county, and WCCS shall immediately assign a new primary handler to take over the functions of housing and caring for the dog. The former primary handler will have no further rights or obligations relating to certification, training, or care for the dog.
- b. The primary handler may choose to purchase the therapy dog from the county and assume all future liabilities and responsibilities for the dog's care and maintenance, with no reimbursement by the county, at the former handler's sole expense. The purchase price for the dog shall be as follows, based on the number of years the former primary handler served in that role with the County:

Years of service	Purchase price
Less than one year	\$3,500
1 – 3 years	\$2,500
4 – 6 years	\$1,000
7 – 10 years	\$500
11 years or more	Retire dog to handler at no cost

3. Primary Handler leave – At any time when the primary handler is on leave, whether paid or unpaid, regular leave or extended leave, the therapy dog shall be out of commission unless some other trained and approved handler is available to work with the dog to provide its regular services within the county.

C. CARE AND MAINTENANCE

1. Regular care – Therapy dogs require special care to include grooming, feeding, housing, routine veterinarian visits, spaying or neutering, licensing, and regular trainings for certification. All of these functions must be completed by the assigned primary handler. When the assigned primary handler is unavailable, arrangements should be made with another available handler within the agency or by boarding the animal. Anytime the assigned primary handler is unable to care for the therapy dog, he or she must alert the WCCS director so that other arrangements can be made.

2. Regular equipment and supplies – Therapy dogs require certain equipment, including but not limited to the following:

- Leashes or tethers, leads, and collars;
- Crates;
- Food and water bowls;
- Toys

3. Reimbursements to primary handler

- a. Expenses related to the regular care and regular equipment and supplies for the therapy dog shall be fully reimbursed by the county. Bills for care of the animal shall be submitted to the WCCS business manager for approval.
- b. Boarding expenses. In the event the primary handler has to board the animal, he or she must get prior approval for reimbursement from the appointing authority, after submitting the location, duration, and estimated cost of boarding.
- c. Tax consequences. The Primary handler is reimbursed for expenses incurred to provide the therapy dog's services, and is not entitled to take any deduction for charitable contributions or otherwise relating to employment as the primary handler.

4. The primary handler shall choose a primary veterinarian for the therapy's dog's regular care, subject to approval by the county. If exigent circumstances require deviation from the selected primary care veterinarian, the primary handler shall alert the WCCS director.

5. All records relating to the therapy dog's registration and/or certifications, licensure, veterinary records, and other training or maintenance records shall be maintained by the primary Handler. A copy of any such records shall also be maintained by WCCS for the life the dog while it is in use by the County.

D. SCHEDULING AND USE

1. The therapy dog shall be made available for use throughout the county for the purposes stated in this policy. For agencies outside of WCCS, the dog shall be scheduled pursuant to WCCS's posted schedule and handler availability. The dog shall not be engaged for any purpose, therapeutic or otherwise, whether for profit or not for profit, outside of the purposes outlined in this policy for use with children served by the agencies of Warren County, Ohio.

2. The therapy dog is not a service animal as that term is used in the Americans with Disabilities Act, and use in any setting shall be by request or invitation only, and for the purpose of offering comfort and companionship only. It is a violation of federal law to imply that the therapy dog is a service animal.

3. At all times, the therapy dog must remain under the control of the handler accompanying the dog on its visit. The dog must remain on a leash or tether, unless use of a leash or tether would interfere with the animal's safe, effective performance of its work, and when other methods (voice control, etc.) of evidencing control may be safely used. The handler is responsible for the supervision and care of the dog during the visit.

4. During visits, the therapy dog must be clean, well-groomed, in good health, house broken, and have current immunizations against diseases common to dogs. The therapy dog must display appropriate behavior consistent with its training, and must not disrupt the environment by barking, seeking attention, urinating or defecating inside, exhibiting aggression, growling, bearing teeth, lunging, nipping or biting, jumping on people, stealing food or other items from people, inappropriate sniffing, or any other behavior deemed to be inconsistent with its training.

5. Procedures for scheduling use of the county therapy dog:

- a. The county therapy dog may be used for the purposes outlined in this policy for no more than 40 scheduled hours per week.
- b. All scheduling of the therapy dog must be done by the primary handler, who shall schedule visits subject to authorization by the WCCS director and that do not interfere with the primary handler's other job duties and responsibilities. If the primary handler is unavailable at the time when the dog is requested for use, another handler may attend the visit, if available.
- c. The handler shall remove the therapy dog from the visit premises immediately upon request for any reason.

E. DECOMMISSIONING OR RETIRING THE THERAPY DOG

1. The county therapy dog shall be decommissioned or retired at the recommendation of WCCS and at the sole discretion of the appointing authority. In the event the therapy dog is officially decommissioned or retired, the primary handler shall be entitled to acquire the dog as a pet at no cost to the handler, notwithstanding the number of service years the handler and dog served, and the handler shall assume all rights, responsibilities, and liabilities relating to the animal.

2. If the therapy dog exhibits aggression or any other behavior deemed to be inconsistent with its training, the handler shall immediately remove the dog from service that day, and shall alert the WCCS director. The dog shall be temporarily decommissioned, and the handler shall not schedule or use the dog in any further visits without investigation of the incident, documentation of additional training and recertification, if appropriate, and approval by the WCCS director for the dog's continued use.

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 22-0662

Adopted Date May 10, 2022

APPROVE AND ENTER INTO A COOPERATIVE AGREEMENT WITH THE WARREN COUNTY PORT AUTHORITY RELATIVE TO THE PASS-THROUGH FUNDS FOR SINCLAIR COMMUNITY COLLEGE

BE IT RESOLVED, to approve and enter into a cooperative agreement with the Warren County Port Authority relative to pass through funds for Sinclair Community College; said agreement attached hereto and made a part hereof.

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

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

Resolution adopted this 10th day of May 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a – Warren County Port Authority
Economic Development (file)
OMB

COOPERATIVE AGREEMENT

I. Parties

The parties to this Cooperative Agreement are the Warren County Board of County Commissioners, (hereinafter "COUNTY"), and the Warren County Port Authority (hereinafter "PORT AUTHORITY").

II. Authorization

This Cooperative Agreement is authorized pursuant to the provisions of Ohio Revised Code §§ 307.15 and 4582.25 (A).

III. Purpose

The purpose of this Cooperative Agreement is to set forth the terms and conditions pursuant to which the parties shall cooperate upon the project described upon Exhibit "A" attached hereto (hereinafter the "PROJECT").

IV. COUNTY'S Duties

County shall make a financial contribution to the Port Authority in support of the Project in the sum of \$56,200.00. Subject to Article VIII, the County shall endeavor to maintain the same level of support of the Project for subsequent calendar years.

V. PORT AUTHORITY'S Duties

The Port Authority shall enter into a written agreement acceptable to the County with the Sinclair Foundation, 444 West Third Street, Dayton, OH 45402-1460, that obligates Sinclair Foundation to utilize the financial contributions provided by the County in accordance with the Project as specifically set forth in Exhibit "A."

The Port Authority shall budget for the receipt of the funds in the amount of \$56,200.00 and further appropriate and expend such public funds within thirty (30) days of receipt to Sinclair Foundation. This obligation of disbursement within thirty (30) days of receipt from the County shall be incorporated into the written agreement between Port Authority and Sinclair Foundation as set forth above.

Upon further written request of the County, the Port Authority shall provide an accounting of all funds granted under this agreement and to cause the Sinclair Foundation to provide an

accounting of all funds disbursed to it under this Agreement, and to provide such other reports on the benefits of the Project as the County may request.

VI. Hold Harmless, Defense and Indemnification

PORT AUTHORITY does hereby agree to defend, indemnify, and hold harmless the COUNTY, its officers, employees, agents, and contractors for and from any and all claims, demands, damages, injuries, liabilities, costs, fees, attorney fees, expenses, profits, liens, commissions, actions, cause of action, suits, at law or in equity, judgments, orders and decrees as may be occasioned in executing the PROJECT.

VII. Fiduciary Duties and Obligations

PORT AUTHORITY does hereby agree to use the funds as provided for herein and shall comply with all statutory and common law of the State of Ohio including but not limited to fiduciary duties, obligations, and liabilities.

VIII. Term; Termination

- A. The term of this Cooperative Agreement shall be from the date hereof until final completion of the PROJECT unless terminated sooner as set forth in Item VIII (B) below.
- B. Either party may terminate this Cooperative Agreement, either with or without cause, upon fourteen (14) days written notice to the other party.
 1. In the event of termination hereunder, neither party shall incur additional obligations in execution of the PROJECT on or after the date of notice of termination of this Cooperative Agreement.
 2. Any payments or fund transfers between the parties which are provided for this in this Cooperative Agreement shall be prorated to the date of termination or used to pay obligations incurred prior to notice of termination.
 3. Termination of this Cooperative Agreement by either party shall not relieve PORT AUTHORITY of its obligations to defend, indemnify, and hold harmless as set forth in Item VI above.

IX. Notices

- A. All notices required or permitted by this Cooperative Agreement shall be given in writing and by certified mail addressed as set forth in Item IX(C) below unless a party gives the other party notice to address notices differently.

- B. All notices shall be deemed complete upon the date of delivery as evidenced by the certified mail return receipt, unless delivery was refused or unclaimed or the party to whom notice is directed intentionally avoids delivery or delays receipt of such notice, in which case notice will be deemed complete as of the date of mailing.
- C. Notices shall be addressed as follows:
 - 1. To the County:
Warren County Board of County Commissioners
Attn: County Administrator
406 Justice Drive
Lebanon, Ohio 45036
 - 2. To the Authority:
Warren County Port Authority
Attn: Martin Russell, Executive Director
406 Justice Drive
Lebanon, Ohio 45036

X. Complete Agreement; Counterparts; Modifications; Binding Effect

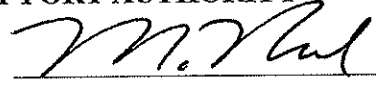
- A. This writing constitutes the complete Cooperative Agreement between the parties and all statements, negotiations or representations, oral or otherwise, not incorporated herein and which tend to modify, contradict, or supplement this Cooperative Agreement are of no force and effect.
- B. This Cooperative Agreement shall not be modified except in writing and signed by the parties hereto.
- C. This Cooperative Agreement shall be binding upon the successors or the parties hereto.

XII. Port Authority's Execution

IN EXECUTION WHEREOF, the Warren County Port Authority has caused this Agreement to be executed by Martin Russell, whose title is Executive Director, on the date stated below, pursuant to a resolution or consent action authorizing such act, a copy of which is attached hereto.

WARREN COUNTY PORT AUTHORITY

SIGNATURE:



PRINT NAME:

Martin Russell

TITLE:

Executive Director

DATE:

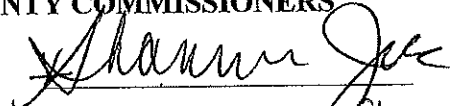
5/5/22

XIII. County's Execution

IN EXECUTION WHEREOF, the Warren County Board of County Commissioners has caused this Agreement to be executed by ^{Sharon Jones, Vice} David ~~Tom Grossman~~, its President, on the date stated below, pursuant to Resolution Number 22-0662, dated 5/10/22.

**WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS**

SIGNATURE:



PRINT NAME:

Tom Grossman Sharon Jones

TITLE:

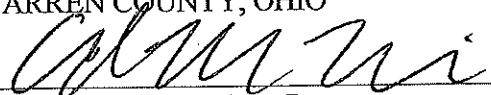
Vice - President

DATE:

5.10.22

APPROVED AS TO FORM:

DAVID FORNSHELL
PROSECUTING ATTORNEY
WARREN COUNTY, OHIO



By: Adam M. Nice, Asst. Prosecutor

EXHIBIT "A"
DESCRIPTION OF THE PROJECT

The Project:

The Project consists of:

- (i) financial contribution by the County to the Port Authority;
- (ii) disbursement of such contribution by the Port Authority to the Sinclair Community College Foundation (the "Sinclair Foundation");
- (iii) to be used to enhance and support the education of Warren County residents enrolled at Sinclair Community College as set forth below, and to support the Warren County campus of Sinclair Community College in Mason, including its apprenticeship and work based learning programs and facilities.

The financial contribution by the County contemplated by this Project will support the education opportunities of residents of Warren County by providing financial assistance to students enrolled at Sinclair Community College who are residents of Warren County. The financial assistance shall be as follows:

\$200 per student taking twelve (12) or more credit hours per semester and \$100 per student taking less than twelve (12) credit hours per semester.

Additionally, if a student is enrolled in a Sinclair sponsored registered apprenticeship program managed by the Office of Work Based Learning, they will be eligible for \$500 of additional financial assistance per semester. If there are insufficient funds to provide the aforementioned financial assistance the available funds will be allocated among the eligible students pro-rata based on each student's percentage of the total financial assistance that would be provided if sufficient funds were available.

The rationale for differentiating the amount of financial assistance provided:

- a.) to encourage students to take twelve (12) or more credit hours, and
- b.) to promote the Registered Apprenticeship opportunities to encourage more Warren County residents to enroll in these new programs.

The financial assistance will be automatic by virtue of enrollment. The Sinclair Community College District will apply the financial assistance automatically to each student's tuition upon verification that the aforementioned criteria are met.

Resolution

Number 22-0663

Adopted Date May 10, 2022

ENTER INTO A SUBRECIPIENT AGREEMENT WITH MENTAL HEALTH RECOVERY BOARD OF WARREN AND CLINTON COUNTY RELATIVE TO THE AMERICAN RESCUE PLAN – CORONAVIRUS STATE AND LOCAL FISCAL RECOVER FUNDS

BE IT RESOLVED, to enter into a Subrecipient Agreement with the Mental Health Recovery Board of Warren and Clinton County relative to the American Rescue Plan – Coronavirus State and Local Fiscal Recover Funds, as attached hereto and made a part hereof; said Agreement to be effective upon execution.

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

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

Resolution adopted this 10th day of May 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/sm

cc: c/a—Mental Health Recovery Board of Warren and Clinton County
OGA (File)
Mental Health Recovery Board

**AMERICAN RESCUE PLAN – CORONAVIRUS STATE AND LOCAL FISCAL
RECOVERY FUNDS
SUBRECIPIENT GRANT AGREEMENT
between the
WARREN COUNTY BOARD OF COUNTY COMMISSIONERS
and the
MENTAL HEALTH RECOVERY BOARD OF WARREN AND CLINTON COUNTY**

THIS GRANT AGREEMENT is made as of the date of the last signature below by and between the Board of County Commissioners of Warren County, Ohio (the “County”), with its principal place of business located at 406 Justice Drive, Lebanon, Ohio 45036 and the Mental Health Recovery Board of Warren and Clinton Counties (the “GRANTEE”), a political subdivision of Ohio, with its principal place of business located at 201 Reading Road, Mason, Ohio 45040.

WITNESSETH:

WHEREAS, the County is a local government recipient of funding pursuant to Section 9901 of the American Rescue Plan Act which amended Title VI of the Social Security Act to add section 603 which established the Coronavirus State and Local Fiscal Recovery Fund (hereinafter “ARPA”);

WHEREAS, ARPA funds received by the County may only be used, as follows: (a) to respond to the public health emergency or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries; (b) to respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to eligible workers; (c) for provision of government services to the extent of the reduction in revenue due to the COVID-19 public health emergency; and, (d) to make necessary investments in water, sewer, or broadband infrastructure.

WHEREAS, the County seeks to make expenditures to respond directly to the COVID-19 pandemic emergency by addressing emergency public health needs, and this may include a grant to another local political subdivision for eligible expenditures related to the public health emergency, and

WHEREAS, Grantee is a political subdivision that provides mental health and addiction

services, serving the needs of residents of Warren and Clinton Counties seeking help to recover from mental health and/or addiction issues; Grantee has demonstrated a need for funding to cover necessary expenditures due to the public health emergency which constitute an enumerated eligible use, presumed reasonably proportional to the harm caused or exacerbated by the public health emergency or its negative economic impacts pursuant to 31 CFR Part 35, Subpart A, Section 35.6(b)(3)(i)(C) and (D), also known as the U.S. Department of Treasury Final Rule (hereinafter “the Final Rule”), and

WHEREAS, through the encumbrance of said funds the County has authorized a grant from funds received by the County through ARPA in an amount of four hundred thousand dollars (\$400,000.00) to Grantee to cover necessary expenditures incurred due to the public health emergency related to COVID-19 that meets the other criteria of section 603 of the Social Security Act and the Final Rule, as set forth more fully below.

NOW THEREFORE, in consideration of the mutual covenants, promises, conditions and terms to be kept and performed, it is agreed between the parties as follows:

SECTION 1 PURPOSE.

The parties hereby agree that the Final Rule identifies eligible uses of ARPA funds for responding to the public health impacts of the public health emergency including behavioral health care, including prevention, treatment, emergency or first-responder programs, harm reduction, supports for long-term recovery, and behavioral health facilities and equipment, and for preventing and responding to increased violence resulting from the public health emergency, including community violence intervention programs.

GRANTEE has developed an Early Childhood Behavioral Health Program to reduce Adverse Childhood Experiences that meets the above ARPA eligible uses and expenditure categories as set forth by the Final Rule. GRANTEE’S written program description and scope is attached below and incorporated as if fully re-written herein, identified as “Attachment B.”

The parties hereby agree that the GRANTEE’S program meets the Expenditure Categories (EC) under the U.S. Department of Treasury Compliance and Reporting Guidance, as follows: EC 1.11 - Community Violence Interventions; EC 1.12 – Mental Health Services; EC 2.13 – Healthy

Childhood Environments: Services to Foster Youth or Families Involved in Child Welfare System.

The COUNTY agrees to pay to the GRANTEE an amount of four hundred thousand dollars (\$400,000.00) for the purpose of carrying out the program described in Attachment B. Funds not used by the GRANTEE for the program shall be returned to the County as set forth herein. GRANTEE shall not use any grant funds for any purpose other than what is described in Attachment 1, and under no circumstances shall any funds be used for any purpose not defined as an eligible use under the Final Rule.

Section 1.2 ADDITIONAL PROHIBITED USES: Per the terms of the Final Rule, Grantee is specifically prohibited from using the awarded funds as follows: to deposit into a pension fund; to offset a reduction in net tax revenue caused by the Grantee's change in law, regulation, or administration interpretation; for non-Federal match where prohibited; to directly service debt; satisfy a judgment or settlement; nor to contribute to a rainy day or reserve fund; nor shall the grant be used for any project that conflicts with or contravenes the purposes of ARPA.

SECTION 2 TERMINATION; RECOUPMENT.

Upon the breach of any term of this Grant Agreement by the GRANTEE or upon mismanagement of the grant funds or any misfeasance or malfeasance by the GRANTEE, which shall be determined in the County's sole discretion, the County has the right to terminate the grant award, in whole or part; demand the immediate repayment of all grant money received by the GRANTEE from the County that has not been disbursed; temporarily withhold cash payments pending correction of deficiency by the GRANTEE; or take all other actions available under Ohio law. Additionally, funds must be used under this Grant Agreement to cover costs incurred between March 3, 2021, and December 31, 2024. Otherwise, this agreement shall terminate effective December 31, 2025, and all grant funds that have not been expended by the GRANTEE by that date will be repaid by the GRANTEE to the County no later than December 31, 2026.

SECTION 3 DISSOLUTION.

If for any reason, the GRANTEE is ever dissolved, the County has the absolute right to receive repayment by the GRANTEE of all grant monies disbursed to it by the County remaining in the GRANTEE'S possession or control, including, but not limited to, the grant monies disbursed under

this Grant Agreement.

SECTION 4 NON-DISCRIMINATION.

The GRANTEE, its employees, agents, representatives, and any other party working on its behalf shall not discriminate in any manner in its performance under this Grant Agreement by reason of race, color, sex, age, religion, national origin, ancestry, veteran status, disability, sexual orientation, gender identity or any other characteristic to the extent protected by law, and shall comply with all federal, State of Ohio non-discrimination and intimidation laws, as amended, and any applicable related rules, regulations and executive orders, as amended.

SECTION 5 WORKERS' COMPENSATION.

The GRANTEE shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this contract.

SECTION 6 ACCOUNTABILITY FOR GRANT PROPERTY.

The GRANTEE must maintain effective internal control and accountability for all grant cash, real and personal property and other assets. All grant property must be only used for the purpose authorized in this Grant Agreement. Grantee certifies that it has reviewed the terms of ARPA and the Final Rule and warrants that the expenditures made in relation to this agreement comply with the rules and guidance of the United States Department of Treasury. The Chief Executive and Fiscal Officer of the Grantee indicate that they have provided sufficient documentation to demonstrate that the expenditures comply, and any findings of recovery by the Department of Treasury, the Ohio Auditor of State or any other auditing agency authorized under ARPA will be held against the Grantee officials and not Warren County.

SECTION 7 REPORTS AND RECORDS.

This is a subaward of ARPA SLFRF funds, any and all compliance and reporting requirements for expenditures under the Final Rule and the U.S. Department of Treasury Compliance and Reporting Guidance must apply to GRANTEE's expenditures of this subaward. The GRANTEE agrees to maintain and provide to the County upon demand and in accordance with Attachment A, the following reports and records:

- Accounting and fiscal records adequate to allow the County and/or State of Ohio to audit

and verify that the funds provided under this Grant Agreement are used for the purpose(s) stated in this Grant Agreement.

- **Project and Expenditure Report** to enable the County to comply with local, state, and federal statutes and regulations, as described in Attachment A.
- The GRANTEE shall maintain all financial records and supporting documents related to the grant award until December 31, 2031. This includes those records which demonstrate the award funds were used for eligible purposes in accordance with ARPA, and the Final Rule, and the Treasury's other guidance on eligible uses of the funds. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the 5-year period, the GRANTEE shall retain the records until completion of the action and all issues which arise from it or until the end of the 5-year period, whichever is later.
- Performance reports which include information regarding actual accomplishments established during the grant period and other pertinent information.

The County shall have the right of access to any pertinent book, document, paper or other records of the GRANTEE which are pertinent to grant in order to make audits or examinations.

SECTION 8 FEDERAL, STATE AND LOCAL LAWS.

The GRANTEE agrees to abide by all Federal, State and local laws, statutes, resolutions, ordinances, rules and/or regulations applicable to this Grant Agreement. Additionally, GRANTEE agrees that it will spend all grant funds received under this Grant Agreement in accordance with ARPA and the Final Interim Rule.

SECTION 9 RELATIONSHIP OF THE PARTIES.

Nothing contained in this Grant Agreement is intended to or shall be construed in any manner as creating or establishing the relationship of employer/employee between the parties. The GRANTEE shall at all times remain a SUB-RECIPIENT with respect to its performance under this Grant Agreement.

SECTION 10 SUCCESSORS AND ASSIGNMENT.

The County and the GRANTEE each binds itself and its successors, executors, administrators, and

assigns to the terms, conditions, and covenants of this Grant Agreement. Neither the County nor the GRANTEE shall assign or transfer its rights, interests, duties, or obligations under this Grant Agreement without the express written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party hereto.

SECTION 11 NOTICES.

Any notice required or permitted under this Grant Agreement shall be given in writing and shall be deemed to have been given when personally delivered to any officer of the party receiving notice or when posted in the United States mail by certified mail addressed to the last known address of the party being served.

SECTION 12 LAW OF OHIO.

This Grant Agreement shall be construed and enforced in accordance with the laws of the State of Ohio, without giving effect to its conflict of laws principles. The parties agree that any legal action, suit, or proceeding that arises out of this Grant Agreement shall be brought solely and exclusively in the Warren County, Ohio Court of Common Pleas.

SECTION 13 ENTIRE AGREEMENT, MODIFICATION AND SEVERABILITY.

This written Grant Agreement represents the entire agreement between the parties and supersedes all previous agreements, written and oral, between the parties. This Grant Agreement shall not be modified except in writing signed by both parties. In the event any provision of this Grant Agreement is determined to be invalid by a court of competent jurisdiction, such determination shall not affect the validity of other provisions in the Grant Agreement which shall be severable.

SECTION 14 PUBLIC RECOGNITION AND COUNTY SUPPORT.

The GRANTEE shall recognize the County on all printed materials and promotional media related to this grant. When there are press releases, photographs, newsletters or any published materials about this grant, the County shall be included on any and all mailing distributions.

(End of text. Execution on the following page.)

The parties hereunto have caused this AGREEMENT to be executed on the date of the last signature below.

**Mental Health Recovery Board of
Warren and Clinton Counties
(GRANTEE),**

Colleen Chamberlain
By:

Printed Name COLLEEN CHAMBERLAIN

Title: Executive Director

Date: 4/22/22

**Warren County
Board of Commissioners,**

Sharon Jones
By:

Printed Name: Sharon Jones

Title: Vice - President

Date: 5-10-22

Resolution No. 22-0663

Approved as to Form,

Adam M. Nice
Adam M. Nice, Assistant Prosecutor

ATTACHMENT A

COMPLIANCE AND REPORTING REQUIREMENTS

- I. Eligible services to be provided by the Mental Health Recovery Board of Warren and Clinton Counties [Grantee] are attached below and identified as Attachment B.
- II. Competitive Procurement Required
 - a. Anything to be purchased including but not limited to any product, structure, improvement, maintenance, repair, or service with the awarded grant dollars in excess of fifty thousand dollars shall be obtained through competitive bidding. All purchases made by Grantee shall comply with the County’s requirements and procedures for competitive bidding under O.R.C. 307.86, et seq.

III. Subrecipient Reporting Requirements of Grantee

- a. Grantee shall provide **Quarterly Project and Expenditure Reports** to County **seven (7) days from quarter end**. The table below summarizes the quarterly report timelines:

<u>Report</u>	<u>Year</u>	<u>Quarter</u>	<u>Period Covered</u>
1	2022	1	January 1 – March 31
2	2022	2	April 1 – June 30
3	2022	3	July 1 – September 30
4	2022	4	October 1 – December 31
5	2023	1	January 1 – March 31
6	2023	2	April 1 – June 30
7	2023	3	July 1 – September 30
8	2023	4	October 1 – December 31
9	2024	1	January 1 – March 31
10	2024	2	April 1 – June 30
11	2024	3	July 1 – September 30
12	2024	4	October 1 – December 31
13	2025	1	January 1 – March 31
14	2025	2	April 1 – June 30
15	2025	3	July 1 – September 30
16	2025	4	October 1 – December 31
17	2026	1	January 1 – March 31
18	2026	2	April 1 – June 30
19	2026	3	July 1 – September 30
20	2026	4	October 1 – December 31

- b. Grantee shall provide the following information to County in its **Project and Expenditure Reports**
 - i. Projects – Identify project name, identification number, project expenditure category, brief description, and status of completion. Your project description must have sufficient detail to provide an understanding of the major activities that will occur and shall be between 50 to 250 words. Projects should be defined to include only closely related activities directed toward a common purpose.

- ii. Expenditures – Identify the following: current period obligation; cumulative obligation; current period expenditure; and cumulative expenditure. Grantee shall provide to County all copies of receipts of expenditures, including payroll and benefits.
- iii. Project Status – Identify whether the project meets one of four statuses: 1.) Not Started; 2.) Completed less than 50%; 3.) Completed 50% or more; or, 4.) Completed.
- iv. Program Income – Grantee shall report the amounts of any program income earned and expended to cover eligible projects costs
- v. Project Budget – provide the budget adopted for this project
- vi. Demographic Distribution – Grantee must explain what Impacted and/or Disproportionately Impacted population this project primarily serves, identify no more than 3 of the following:
 - 1. Impacted Public Health Project, serving the general public only; and/or
 - 2. Assistance to Impacted Households, serving those with (i) income at or below 300% of the Federal Poverty Guidelines for the size of the household based on the most recently published poverty guidelines by the HHS, or (ii) income at or below 65% of the area median income for the county and size of the household based on the most recently published data by HUD
 - 3. Assistance to Disproportionately Impacted Households, serving those with (i) income at or below 185% of the Federal Poverty Guidelines for the size of household based on the most recently published guidelines by HHS, or (ii) income at or below 40% of the Area Median Income for the County and size of household based on the most recently published HUD data; and/or
 - 4. Assistance to Impacted Households, serving those that qualify for Children’s Health Insurance Program (CHIP), Childcare Subsidies through the Child Care Development Fund (CCDF) Program, or Medicaid; and/or
 - 5. Assistance to Disproportionately Impacted Households, serving those that qualify for Temporary Assistance for Needy Families (TANF), Supplemental Nutrition Assistance Program (SNAP), Free and Reduced Price Lunch (NSLP) and or School Breakfast Programs (SBP), Medicare Part D Low Income Subsidies, Supplemental Security Income (SSI), Head Start, Special Supplemental Nutrition Program for Women, Infants and Children (WIC), Section 8 Vouchers, Low-Income Home Energy Assistance Program (LIHEAP), and Pell Grants
- vii. Executive Compensation – Grantee must report the names and total compensation of its five most highly compensated executives for the preceding completed fiscal year if (1) the recipient received 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards), and received \$25,000,000 or more in annual gross revenues from Federal

procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act (and subawards), and (2) **if the information is not otherwise public.**

- viii. Civil Rights Compliance – Annually Grantee must provide a narrative describing its compliance with Title VI of the Civil Rights Act of 1964.
- ix. Required Programmatic Data – Grantee shall provide a brief description of the following:
 - 1. structure and objective of the public health assistance provided, and a brief description of how the response is related and reasonably proportional to a public health impact or negative economic impact of COVID 19;
 - 2. The dollar amount of the total project spending that is allocated towards evidence-based interventions, and indicate whether a program evaluation of the project is being conducted

[End of Compliance and Reporting Requirements. “Attachment B” Program Description and Program Scope to Follow”]

[The remainder of this page is left intentionally blank.]

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 22-0664

Adopted Date May 10, 2022

AUTHORIZE THE VICE-PRESIDENT OF THIS BOARD TO SIGN A SATISFACTION OF MORTGAGE AS A RELEASE OF LIEN ON THE PROPERTY AT 376 NORTH CHURCH DRIVE, LEBANON, OHIO

WHEREAS, Sharon Esposito received a Deferred Loan for Down Payment Assistance through the FY 2004 CHIP funding for the purpose of purchasing the property at 376 North Church Drive, Lebanon, Ohio 45036; and

WHEREAS, said Deferred Loan has been fulfilled and the obligation of this mortgage satisfied; and

NOW THEREFORE BE IT RESOLVED, to authorize the Vice President of this Board to sign this Satisfaction of Mortgage on the property at 376 North Church Drive, Lebanon, Ohio 45036.

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

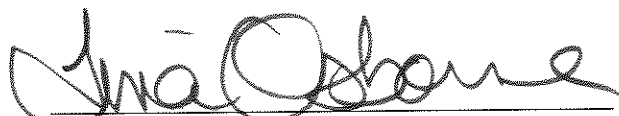
Mr. Grossmann – absent

Mrs. Jones – yea

Mr. Young – yea

Resolution adopted this 10th day of May 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/vsp

cc: c/a – Esposito, Sharon
OGA (file)

SATISFACTION OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, THAT the Warren County Board of Commissioners does hereby certify, that a certain Mortgage Deed, dated the 13th day of April, 2006, recorded on the 21st day of April, 2006, in Record of Mortgages, Vol. 4170 Pages 258 -261, in the Office of the Recorder of Warren County, Ohio, executed by **Sharon Esposito**, unmarried, to the **Warren County Board of Commissioners** on the following real estate, known as 376 North Church Drive, Lebanon, Ohio 45036, and legally described in Exhibit "A", attached hereto and made a part hereof, has been **paid and fully satisfied**, and the Recorder is authorized to discharge the same of record.

In Testimony Whereof, the said Warren County Board of Commissioners, by Shannon Jones, Vice President, acting in her official capacity, has hereunto set her hand this 3rd day of May, 2022, A.D.

Signed and Acknowledged
In the Presence of

Warren County Board of Commissioners

Krystal Powell
Signature of Witness

Shannon Jones
Shannon Jones, Vice President

Krystal Powell
Printed Name of Witness

State of Ohio
County of Warren, ss:

Be It Remembered, That on this 3rd day of May, 2022, A.D., before me, the subscriber, a Notary Public in and for said County, personally came the above named Shannon Jones, Vice President of the Warren County Board of Commissioners, who acknowledged the signing of the foregoing instrument, while acting in her official capacity, to be her voluntary act and deed, for uses and purposes therein mentioned.

In Testimony Whereof, I have hereunto subscribed my name an affixed my official seal on the day and year last aforesaid.

Krystal Lynn Powell
Notary Public

This instrument prepared by Warren County, Ohio.



KRYSTAL LYNN POWELL
NOTARY PUBLIC • STATE OF OHIO
Comm. No. 2021-RE-834306
My Commission Expires July 15, 2026

Exhibit "A"

Parcel ID # 08-01-172-065

Situated in Section 1, Town 3, Range 5 MRS, City of Lebanon, County of Warren, the State of Ohio, and being all of Lot #7883 plat, known and recorded as Revere's Run Section 8, as recorded in Plat Book 69, Pages 43 and 44 of the Plat Records of Warren County, Ohio.

Prior Instrument Reference: Book 4170, Pages 258 - 261 of the Deed Records of Warren County, Ohio.

Resolution

Number 22-0665

Adopted Date May 10, 2022

AUTHORIZE PARTICIPATION IN OHIO DEPARTMENT OF TRANSPORTATION COOPERATIVE PURCHASING PROGRAM

WHEREAS, Ohio Revised Code Section 5513.01 (B) provides the opportunity for Counties, Townships, Municipal Corporations, Conservancy Districts, Township Park Districts, Park Districts created under Chapter 1545 of the Revised Code, Port Authorities, Regional Transit Authorities, Regional Airport Authorities, Regional Water and Sewer Districts, County Transit Boards, State Universities or Colleges to participate in contracts of the Ohio Department of Transportation for the purchase of machinery, material, supplies or other articles; and

WHEREAS, Warren County Board of Commissioners authorized the purchase of four replacement vehicles for Warren County Transit Service; and

NOW THEREFORE BE IT RESOLVED:

SECTION I: That the Warren County Board of Commissioners requests to participate in the Ohio Department of Transportation contracts for the purchase of machinery, materials, supplies or other articles which the Department has entered into pursuant to Ohio Revised Code Section 5513.01 (B); and

SECTION II: That the Warren County Board of Commissioners agree to be bound by all the terms and conditions as the Director of Transportation prescribes; and

SECTION III: That the Warren County Board of Commissioners agree to directly pay vendors, under each contract of the Ohio Department of Transportation in which Warren County participates, for items it receives pursuant to the contract; and

SECTION IV: That the Warren County Board of Commissioners agrees to hold the Director of Transportation and the Ohio Department of Transportation harmless for any claim or dispute arising out of participation in a contract pursuant to Ohio Revised Code Section 5513.01 (B).

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

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

Resolution adopted this 10th day of May 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/sm

cc: OGA
Transit (file)

ODOT (certified copy)
OMB

MEMORANDUM OF UNDERSTANDING
BETWEEN
STATE OF OHIO, DEPARTMENT OF TRANSPORTATION
AND THE
Warren County Commissioners
CFDA 20.205

This Memorandum of Understanding (MOU) is made by and between the State of Ohio, Department of Transportation, 1980 West Broad Street, Columbus, Ohio 43223 (ODOT), and the Warren County Commissioners, 406 Justice Drive, Lebanon, OH 45036.

SECTION 1: PURPOSE

1.1 The purpose of this MOU is to establish the respective responsibilities of the parties with regard to the SFY2022 Ohio Transportation Partnership Program and to set forth the rights and duties of the parties as a result of that obligation.

1.2 The National Transportation Act has certain Federal provisions for the use of federal highway funds for use by local public transportation systems for transit projects.

1.3 ODOT has been designated by the Federal Highway Administration (FHWA) as the agency in Ohio to administer the obligation of federal funds transferred for eligible projects. ODOT obligates these federal highway funds as flexible funds transfers and is notified by the Federal Transit Administration (FTA) when the federal funds have been transferred for an eligible project within an FTA grant.

1.4 Section 5501.03(A)(3) of the Ohio Revised Code provides that the Director of Transportation may coordinate the activities of ODOT with other appropriate public authorities and enter into contracts with such authorities as necessary to carry out its duties, powers and functions.

1.5 The Warren County Commissioners is a political subdivision of the State of Ohio and is authorized to provide transit service to the citizens of Warren County by Sections 306.01 or 306.30 et seq. of the Ohio Revised Code. The Warren County Commissioners is responsible for the OTP2 project as defined under FTA Circular 9030.1E for project (s) costs eligibility.

SECTION 2: OBLIGATIONS OF Warren County Commissioners:

- 2.1 Agrees to enter a grant into the FTA grants management system to facilitate the federal grant approval process and subsequent implementation of the Project.
- 2.2 Agrees to comply fully with all federal, state and local laws, regulations, rules, executive orders and other legal requirements, as the same may be amended from time to time.
- 2.3 Agrees to submit all such data, reports, records, contracts, financial records, and other documents relating to the Project as required by ODOT, FTA and any federal authority as requested from time to time.
- 2.4 Agrees to provide a final report of expenditures for the Project within 30 days of the final drawdown of federal funds.

SECTION 3: OBLIGATIONS OF ODOT

- 3.1 ODOT agrees to obligate \$ \$224,000.00 in federal funds for the project(s) based upon Warren County Commissioners's adherence to the following Project Period of Performance:

Four Replacement Vehicles

Period of Performance Begin Date: July 1, 2021

Period of Performance End Date: May 31, 2022

Changes to these dates must be approved in writing by ODOT.

- 3.2 All federal obligations by Warren County Commissioners are subject to the determination by FTA and ODOT that sufficient federal funds are available to obligate

for the Project(s).

SECTION 4: TERM; NOTICE

4.1 The MOU shall terminate at the end of the biennium on 06/30/2024. Any renewals of the MOU beyond the current biennium shall be by separate written addendum.

4.2 All notices and reports to be given or made hereunder shall be emailed or mailed to the ODOT representative as stated in the award letter.

SECTION 5: TERMINATION

5.1 ODOT may terminate its agreement with Warren County Commissioners with no federal funds committed if the federal project is non-performed for any reason.

SECTION 6: GENERAL PROVISIONS

6.1 This MOU constitutes the entire MOU between the parties, and any changes or modifications to this MOU shall be made and agreed to by all parties in writing.

6.2 Neither this MOU nor any rights, duties, or obligations described herein shall be assigned by any party hereto without the prior express written consent of the other party.

6.3 This MOU shall be construed and interpreted, and the rights of the parties determined in accordance with the laws of the State of Ohio. To the extent that ODOT is a party to any litigation arising out of, or relating in any way to, the MOU or the performance thereunder such an action shall be brought only in a court of competent jurisdiction in Franklin County, Ohio.

6.4 State Audit Findings: Contractor affirmatively represents to the State that it is not subject to a finding for recovery under O.R.C. 9.24, or that it has taken the appropriate remedial steps required under R.C. 9.24 or otherwise qualifies under that section. Contractor agrees that if this representation is deemed to be false, the contract shall be void ab initio as between the parties to this contract, and any funds paid by the State hereunder shall be immediately repaid to the State, or an action for recovery may be immediately commenced by the State for recovery of said funds.

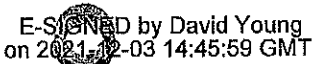
SECTION 7: SIGNATURES

7.1 Any person executing this MOU in a representative capacity hereby represents that he/she has been duly authorized by his/her principal to execute this MOU on such principal's behalf.

IN WITNESS WHEREOF, the parties have executed this MOU as of the day and year last written below.

RECIPIENT

Warren County Commissioners

By:  _____

County Commissioner

**STATE OF OHIO
DEPARTMENT OF TRANSPORTATION**

By:  _____

Jack Marchbanks, Ph.D., Director

	STATE OF OHIO		
	Director of Transportation		
			Award Date

Invitation	248-22	Multiple	7/1/2021
Opened		5/12/2021	
Location	Central Office of Transit		
Commodity	Light Transit Vehicles		

Light Transit, Low Floor Vehicle – Award to American Bus, TESCO

Light Transit, Narrow Body Vehicle – Award to BSI, TESCO

Light Transit, Fiberglass Over Steel Construction – Award to American Bus, TESCO, and Bus Service.

Light Transit, Honeycomb Fiberglass Construction – Award to Western Reserve

****Myers and Tesco no longer available**

American Bus & Accessories Inc
 123 Citycentre Dr
 Cincinnati, OH 45216
 Dan McConnell
 513-821-3220
 OAKS ID: 000048026
 dmccconnell@american-bus-inc.com

Vendor Information
 123 Citycentre Dr
 Cincinnati, OH 45216
 Dan McConnell
 513-821-3220

Remit to Address
American Bus & Accessories Inc

Link to Bid

Bus Service Inc
 8120 Howe Industrial Parkway
 Canal Winchester, OH 43110
 Adam Prestifilippo
 614-833-0222
 OAKS ID: 000045051
 adam@buyabus.net

8120 Howe Industrial Parkway
 Canal Winchester, OH 43110
 Adam Prestifilippo
 614-833-0222

Bus Service Inc

Transportation Eqmt Sales Corp.

P.O. Box 167230

Oregon, OH 43616

Jeffrey Pappas

800-227-3572

OAKS ID: 0000070118

jpappas@tescobus.com

Western Reserve Coach Sales

12347 Marlboro Ave. NE Ste B

Alliance, OH 44601

Mark Ryan

330-221-2743

OAKS ID: 0000277278

wrcoach@earthlink.net

P.O. Box 167230

Oregon, OH 43616

Jeffrey Pappas

800-227-3572

Transportation Eqmt Sales Corp.

Western Reserve Coach Sales

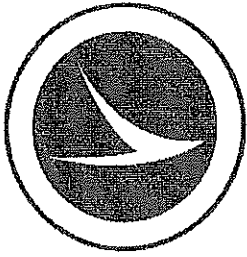
12347 Marlboro Ave. NE Ste B

Alliance, OH 44601

Mark Ryan

330-221-2743

****Myers Equipment has been removed - chassis no longer exists.**



OHIO DEPARTMENT OF TRANSPORTATION
John R. Kasich, Governor

Jerry Wray, Director

1980 W. Broad Street, Columbus, OH 43223
614-466-7170
transportation.ohio.gov

November 16, 2021

David Young, County Commissioner
Warren County Commissioners
406 Justice Drive
Lebanon, OH 45036

Dear Mr. Young,

SFY 2022 OHIO TRANSPORTATION PARTNERSHIP PROGRAM

The Ohio Department of Transportation (ODOT) is pleased to inform you \$224,000.00 has been awarded to Warren County Commissioners.

These funds originate from the Ohio Transportation Partnership Program (OTP2) and will assist in financing your project(s). These OTP2 awards are CMAQ or STBG funds as federal flexible fund transfers from the Federal Highway Administration to the Federal Transit Administration.

The Office of Transit is utilizing electronic signature capability to implement contracts. Please look in your inbox for an email from OneSpan to sign your SFY2022 OTP2 Memorandum of Understanding electronically.

If you have any questions or require additional information, please contact your ODOT transit representative Juana Hostin at 614-644-0304 or juana.hostin@dot.ohio.gov.

Respectfully,

E-SIGNED by Chuck Dyer
on 2021-11-22 13:29:06 GMT

Charles Dyer
Administrator, Office of Transit

CD:jmh

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 22-0666

Adopted Date May 10, 2022

ACKNOWLEDGE AND ACCEPT THE SUMMARY PLAN DESCRIPTIONS (SPD)
RELATIVE TO THE BUY-UP AND BASE MEDICAL/RX PLAN FOR PLAN YEAR 2022

WHEREAS, from time to time the Summary Plan Descriptions require updates relative to adopted plan changes, and administrative process by United Healthcare, and other clarification to the language contained in the SPD; and

NOW THEREFORE BE IT RESOLVED, to acknowledge and accept the Summary Plan Descriptions relative to the Warren County Buy-Up and Base Medical/Rx Plan effective January 1, 2022.

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

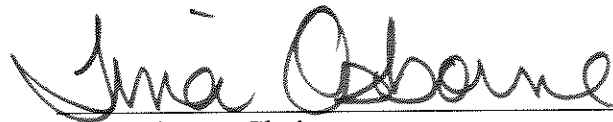
Mr. Grossmann – absent

Mrs. Jones – yea

Mr. Young – yea

Resolution adopted this 10th day of May 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

HR/

cc: United Healthcare
Horan Associates
Benefits File
Tammy Whitaker, OMB

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 22-0667

Adopted Date May 10, 2022

APPROVE AND AUTHORIZE THE VICE-PRESIDENT OF THIS BOARD TO EXECUTE A CONTRACT FOR FY2022-2023 WITH THE WARREN CO EDUCATIONAL SERVICE CENTER PARENT SUCCESS PROGRAM ON BEHALF OF THE WARREN COUNTY JUVENILE COURT

BE IT RESOLVED, to approve and authorize the Vice-President of this Board to execute a Contract for FY2022-2023 with Warren County Educational Service Center Parent Success Program, effective July 1, 2022 to June 30, 2023, on behalf of the Warren County Juvenile Court, as attached hereto and made a part hereof.

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

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

Resolution adopted this 10th day of May 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—Warren County Educational Service Center
Juvenile Court (file)
Ohio Department of Youth Services

CONTRACT FOR SPECIALIZED CARE SERVICES-Parent Success

This Contract is made this first day of July, 2022, between Warren County ESC (hereinafter referred to as "Provider"), with its offices located at 1879 Deerfield Road Lebanon, Ohio 45036, and Warren County Board of Commissioners on behalf of Warren County Juvenile Court (hereinafter collectively referred to as "the County") located at 900 Memorial Drive Lebanon, Ohio 45036. The following circumstances are present at the time of this Contract.

WHEREAS, the County requires specialized care services and

WHEREAS, the Provider is able to provide specialized services.

NOW, THEREFORE, it is agreed that:

I. DUTIES OF PROVIDER:

To provide intensive, home based parenting support and education to parents that may include but not be limited to:

- The Parent Success Program provides intensive, home-based parenting support and education to parents of children with behavior problems. The goal of the program is to increase the protective factors of the parents and family while decreasing the negative youth behaviors. Parent Success will not only include parent training, but will help parents deal with everyday stresses and meet challenges of parenting a child with behavior problems. The Active Parenting curriculum is tailored to the individual needs of each family and deals with specific issues that the family may be struggling with. The Active Parenting curriculum teaches parents how to raise a child by using encouragement, building the child's self-esteem, creating a relationship with the child based on active listening, honest communication and problem solving. It also teaches parents to use natural and logical consequences to reduce irresponsible and unacceptable behaviors.
- The program will consist of a minimum of at least six home visits lasting at least two hours each.
- Written reports. The ESC will provide all information as required by Juvenile Court

II. LENGTH OF CONTRACT:

This Contract shall become effective on July 1, 2022 and shall remain in force and effect up to and including June 30, 2023, unless terminated as provided herein.

III. POLICY OF NON-DISCRIMINATION:

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

IV. RELATIONSHIP OF PARTIES:

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

V. GOVERNING LAW:

This Contract shall be construed in accordance with, and the legal relations between the parties shall be governed by, the laws of the State of Ohio as applicable to contracts executed and fully performed in the State of Ohio.

VI. INDEMNIFICATION:

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

The parties further recognize that (i) the parties are autonomous organizations, (ii) the parties have independent and separate boards of directors and officers responsible to manage their operations and affairs, (iii) the parties have their own separate assets, (iv) the parties do not own each other or any interests therein, (v) the parties have the right and power to hire, supervise and fire their own employees, (vi) the parties have the

function of carrying out and supervising their services under this Contract, and (viii) the parties do not control the day-to-day operations and affairs of the other parties.

VII. PARTIES:

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

VIII. COMPLIANCE WITH LAWS AND REGULATIONS:

In providing all services pursuant to this Contract, the parties shall abide by all statutes, ordinances, rules and regulations pertaining to or regulating the provisions of specialized care services and shall maintain all applicable State licensure and certification.

IX. COMPENSATION AND NOTICES:

The Provider shall be compensated at the rate of \$25,000 for all services provided which is estimated to serve 30 families/youth.

TO: Provider

Warren County Educational Service Center
1879 Deerfield Road
Lebanon, Ohio 45044
Phone Number: 513-695-2900, ext. 2311

Provider shall invoice:

TO: Warren County Juvenile Court
900 Memorial Drive
Lebanon, Ohio 45036
Phone Number:513-695-1160

Invoices shall be made effective December 1, 2022 with the level billing amount of \$8,500 bi-monthly. Invoices will be made in December 2022, February 2023, April 2023 and June 2023. The total sum being \$25,000. Each invoice will list the months of service being provided.

X. **CHILD SUPPORT:**

N/A

XI. **INSURANCE:**

Provider shall carry \$1,000,000 comprehensive general or professional liability insurance providing single limit coverage, with no interruption of coverage during the entire term of this Contract. Provider further agrees that in the event that its comprehensive general or professional liability policy is maintained on a "claims made" basis, and in the event that this contract is terminated, Provider shall continue such policy in effect for the period of any statute or statutes of limitation applicable to claims thereby insured, notwithstanding the termination of this Contract. Provider shall provide the County with a certificate of insurance evidencing such coverage, and shall provide thirty (30) days notice of cancellation or non-renewal to the County. Cancellation or non-renewal of insurance shall be grounds to terminate this Contract.

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

Provider shall carry automobile liability insurance for all such vehicles used to transport the minor child, whether such vehicles are owned by the Provider, its agents or employees, in an amount of at least \$300,000 combined single limit coverage and in an amount of at least \$1,000,000 for vans and buses combined single limit coverage and shall provide the County with certificates of insurance evidencing such coverage simultaneous with the execution of this Contract. Provider further agrees that in the event that its comprehensive general or professional liability policy is maintained on a "claims made" basis, and in the event that this contract is terminated, Provider shall continue such policy in effect for the period of any statute or statutes of limitation applicable to claims thereby insured, notwithstanding the termination of this Contract. Provider shall provide the County with a certificate of insurance evidencing such coverage, and shall provide thirty (30) days notice of cancellation or non-renewal to the County. Cancellation or non-renewal of insurance shall be grounds to terminate this Contract.

Failure to produce or maintain valid certificates of insurance as provided herein shall be cause for termination of this Contract by the County.

XII. ENTIRE CONTRACT:

This Contract contains the entire contract between the Provider and the County with respect to the subject matter thereof, and supersedes all prior written or oral contracts between the parties. No representations, promises, understandings, contracts, or otherwise, not herein contained shall be of any force or effect.

XIII. 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.

XIV. 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.

XV. 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.

XVI. ASSIGNMENT, SUCCESSORS AND ASSIGNS:

Neither party shall assign any of its rights or delegate any of its duties under this Contract without written consent of the other, subject to the above provision, this Contract shall be binding on the successors and assigns of the parties.

XVII. 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.

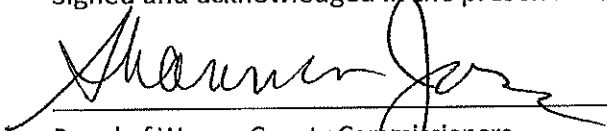
XVIII. TERMINATION:

This Contract may be terminated at any time with or without cause by any party upon fourteen (14) days written notice to the other party or parties

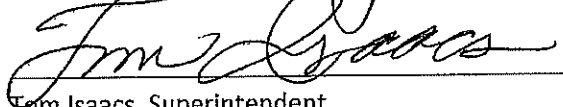
IN WITNESS WHEREOF, the parties hereto have executed this contract by their duly authorized representatives on the dates shown below.

This Contract is entered into by Resolution No. 22-0667 of Warren County Board of Commissioners dated May 10, 2022.

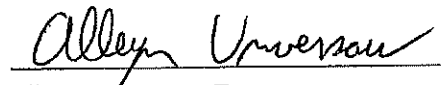
Signed and acknowledged in the presence of:



Board of Warren County Commissioners 5.10.22
Date

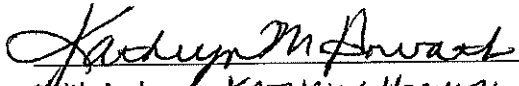


Tom Isaacs, Superintendent 4/28/22
Date
Warren County Educational Service Center



Alleyn Unversaw, Treasurer 4/25/22
Date
Warren County Educational Service Center

Approved as to Form:



~~Keith Anderson~~ KATHRYN HORVATH 5/3/22
Date
Assistant Prosecuting Attorney

Resolution

Number 22-0668

Adopted Date May 10, 2022

APPROVE AND AUTHORIZE THE VICE-PRESIDENT OF THIS BOARD TO EXECUTE A CONTRACT FOR FY2022-2023 WITH THE WARREN CO EDUCATIONAL SERVICE CENTER ATTENDS PROGRAM ON BEHALF OF THE WARREN COUNTY JUVENILE COURT

BE IT RESOLVED, to approve and authorize the Vice-President of this Board to execute a Contract for FY2022-2023 with Warren County Educational Service Center Attends Program, effective July 1, 2022 to June 30, 2023, on behalf of the Warren County Juvenile Court, as attached hereto and made a part hereof.

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

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

Resolution adopted this 10th day of May 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—Warren County Educational Service Center
Juvenile Court (file)
Ohio Department of Youth Services

CONTRACT FOR SPECIALIZED CARE SERVICES-ATTEND

This Contract is made this first day of July, 2022, between Warren County ESC (hereinafter referred to as "Provider"), with its offices located at 1879 Deerfield Road Lebanon, Ohio 45036, and Warren County Board of Commissioners on behalf of Warren County Juvenile Court (hereinafter collectively referred to as "the County") located at 900 Memorial Drive Lebanon, Ohio 45036. The following circumstances are present at the time of this Contract.

WHEREAS, the County requires specialized care services and

WHEREAS, the Provider is able to provide specialized services.

NOW, THEREFORE, it is agreed that:

I. DUTIES OF PROVIDER:

To provide tailored services to chronic truants and their families that may include but not be limited to:

- Intensive in home treatment/case management which may include but not be limited to assessment, case planning, mediation, parent training and support, behavior management, behavior charts, house rules, house schedule, role modeling, skill building, anger management, goal setting, counseling, tutoring, and other services needed to improve behavior and school attendance.
- Consultation with partnering agencies
- Organized community service projects, mentoring, and activities
- School based services including attendance checks, attending educational planning meetings, and acting as a liaison between schools and parents
- Wake- up services
- Transportation
- Graduated incentives for youth and families
- Written reports. The ESC will provide all information as required by Juvenile Court

II. LENGTH OF CONTRACT:

This Contract shall become effective on July 1, 2022 and shall remain in force and effect up to and including June 30, 2023, unless terminated as provided herein.

III. POLICY OF NON-DISCRIMINATION:

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

IV. RELATIONSHIP OF PARTIES:

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

V. GOVERNING LAW:

This Contract shall be construed in accordance with, and the legal relations between the parties shall be governed by, the laws of the State of Ohio as applicable to contracts executed and fully performed in the State of Ohio.

VI. INDEMNIFICATION:

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

The parties further recognize that (i) the parties are autonomous organizations, (ii) the parties have independent and separate boards of directors and officers responsible to manage their operations and affairs, (iii) the parties have their own separate assets, (iv) the parties do not own each other or any interests therein, (v) the parties have the right and power to hire, supervise and fire their own employees, (vi) the parties have the

function of carrying out and supervising their services under this Contract, and (viii) the parties do not control the day-to-day operations and affairs of the other parties.

VII. PARTIES:

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

VIII. COMPLIANCE WITH LAWS AND REGULATIONS:

In providing all services pursuant to this Contract, the parties shall abide by all statutes, ordinances, rules and regulations pertaining to or regulating the provisions of specialized care services and shall maintain all applicable State licensure and certification.

IX. COMPENSATION AND NOTICES:

Compensation is not being requested by the Provider for this service from the Court.

X. CHILD SUPPORT:

N/A

XI. INSURANCE:

Provider shall carry \$1,000,000 comprehensive general or professional liability insurance providing single limit coverage, with no interruption of coverage during the entire term of this Contract. Provider further agrees that in the event that its comprehensive general or professional liability policy is maintained on a "claims made" basis, and in the event that this contract is terminated, Provider shall continue such policy in effect for the period of any statute or statutes of limitation applicable to claims thereby insured, notwithstanding the termination of this Contract. Provider shall provide the County with a certificate of insurance evidencing such coverage, and shall provide thirty (30) days notice of cancellation or non-renewal to the County. Cancellation or non-renewal of insurance shall be grounds to terminate this Contract.

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

Provider shall carry automobile liability insurance for all such vehicles used to transport the minor child, whether such vehicles are owned by the Provider, its agents or employees, in an amount of at least \$300,000 combined single limit coverage and in an amount of at least \$1,000,000 for vans and buses combined single limit coverage and shall provide the County with certificates of insurance evidencing such coverage simultaneous with the execution of this Contract. Provider further agrees that in the event that its comprehensive general or professional liability policy is maintained on a "claims made" basis, and in the event that this contract is terminated, Provider shall continue such policy in effect for the period of any statute or statutes of limitation applicable to claims thereby insured, notwithstanding the termination of this Contract. Provider shall provide the County with a certificate of insurance evidencing such coverage, and shall provide thirty (30) days notice of cancellation or non-renewal to the County. Cancellation or non-renewal of insurance shall be grounds to terminate this Contract.

Failure to produce or maintain valid certificates of insurance as provided herein shall be cause for termination of this Contract by the County.

XII. ENTIRE CONTRACT:

This Contract contains the entire contract between the Provider and the County with respect to the subject matter thereof, and supersedes all prior written or oral contracts between the parties. No representations, promises, understandings, contracts, or otherwise, not herein contained shall be of any force or effect.

XIII. 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.

XIV. 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.

XV. 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.

XVI. ASSIGNMENT, SUCCESSORS AND ASSIGNS:

Neither party shall assign any of its rights or delegate any of its duties under this Contract without written consent of the other, subject to the above provision, this Contract shall be binding on the successors and assigns of the parties.

XVII. 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.

XVIII. TERMINATION:

This Contract may be terminated at any time with or without cause by any party upon fourteen (14) days written notice to the other party or parties

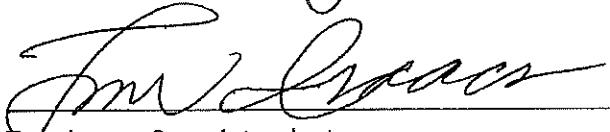
IN WITNESS WHEREOF, the parties hereto have executed this contract by their duly authorized representatives on the dates shown below.

This Contract is entered into by Resolution No. 22-0668 of Warren County Board of Commissioners dated May 10, 2022.

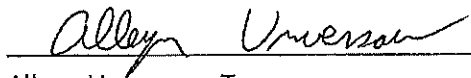
Signed and acknowledged in the presence of:


Board of Warren County Commissioners

5.10.22
Date

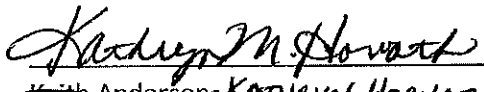

Tom Isaacs, Superintendent
Warren County Educational Service Center

4/25/22
Date


Alleyn Unversaw, Treasurer
Warren County Educational Service Center

4/25/22
Date

Approved as to Form:


~~Keith Anderson~~ **KATHLYN HORVATH**
Assistant Prosecuting Attorney

Date

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 22-0669

Adopted Date May 10, 2022

APPROVE AND AUTHORIZE THE VICE-PRESIDENT OF THIS BOARD TO EXECUTE AN AGREEMENT FOR FY2022-2023 WITH THE WARREN CO EDUCATIONAL SERVICE CENTER TRUANCY PROGRAM ON BEHALF OF THE WARREN COUNTY JUVENILE COURT

BE IT RESOLVED, to approve and authorize the Vice-President of this Board to execute an Agreement for FY2022-2023 with Warren County Educational Service Center Truancy Program, effective July 1, 2022 to June 30, 2023, on behalf of the Warren County Juvenile Court, as attached hereto and made a part hereof.

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

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

Resolution adopted this 10th day of May 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—Warren County Educational Service Center
Juvenile Court (file)
Ohio Department of Youth Services

AGREEMENT

I. PARTIES

The parties to this Agreement are WARREN COUNTY EDUCATIONAL SERVICE CENTER – COORDINATED CARE, (hereinafter “Provider”) and the Board of Warren County Commissioners, for and on behalf of WARREN COUNTY JUVENILE COURT (hereinafter “County”) 900 Memorial Drive, Lebanon, Ohio 45036;

II. PURPOSE OF THE AGREEMENT

The purpose of this Agreement is to provide Truancy Education Group facilitation to youth, their families and other designated individuals who come to the attention of the Court.

III. TERM

(A). The term of this Agreement shall be for the fiscal year 2023.

(B). The term shall commence on July 1, 2022 and end on June 30, 2023.

IV. DUTIES OF THE PROVIDER

(A). Provider shall:

1. Provide Truancy Education Group facilitation to youth, their families and other designated individuals referred by Warren County Juvenile Court.
2. Bill the County for an initial lump sum payment of \$17,000.00 prior to August 31, 2022 for Truancy Education Group facilitation services.
3. Effective September 1, 2022, bill the County on a monthly basis for Truancy Education Group facilitation services with the level billing amount of \$1,700.00. Each invoice will list the months of service being provided.
4. Invoices to the County should not exceed a total of \$34,000.00.

5. Provide written case summaries and recommendations when applicable, to include the necessary statistical reporting information required by the Ohio Department of Youth Services grant.
6. Monthly invoices should include brief summary of services rendered.
7. Ensure that a facilitator is available for any and all scheduled sessions.

(B). Provider and its employees will maintain proper licensures and valid certifications issued by the State of Ohio as may be necessary as to provide such service.

V. COUNTY RESPONSIBILITIES

(A). The County shall:

1. Pay the above compensation when appropriate billing is turned in by the Provider.
2. Provide appropriate space for groups, if necessary.
3. Provide notice of the statistical reporting information needed so as the complete reports to the Ohio Department of Youth Services.

VI. FRINGE BENEFITS: PERS/STRS: TAX WITHHOLDINGS

(A). The County shall not be responsible for any accrue sick leave, vacation leave, personal day leave or holiday pay for any worker from Provider.

(B). The County shall not be responsible for any cost of: health insurance, life insurance or other similar fringe benefits as may be provided to the regular employees of the provider.

(C). Provider shall be responsible for any taxes owed from revenue earned from this agreement.

VII. NO PROMISE OF FUTURE EMPLOYMENT

(A). Provider acknowledges that this agreement does not represent any promise of future agreements or employment opportunities for employees of the Provider by the County and that no such promise has been made.

VIII. INDEMNIFICATION/HOLD HARMLESS

Provider shall indemnify and hold the County harmless from all damages, costs, expenses, claims, suits, causes of action and attorney fees as may be occasioned to Provider and its employees while performing pursuant to this Agreement or as a result of Provider or its employee's negligent, reckless and/or willful and wanton performance of his/her responsibilities pursuant to this Agreement and for intentional misconduct in the performance of his/her responsibilities pursuant to this Agreement.

IX. TERMINATION

Either party may terminate this Agreement upon (30) days written notice to such other party. Upon termination, Provider shall return to the County any property of the County coming into his/her possession as a result of this Agreement including records. Provider shall be compensated for all work performed as of the date of termination less any expenses which may be incurred by the County in obtaining a substitute to complete the services provided herein.

X. ENTIRE AGREEMENT

This writing shall represent the entire Agreement between the parties and all previous representations, discussions and negotiations, whether oral or written which tend to supplement, contradict, or modify the terms of hereof are of no force and effect. This Agreement may not hereafter be modified except in writing signed by the parties hereto.

XI. BINDING EFFECT

This Agreement shall be binding upon heirs, successors, executors, administrators and assigns of these parties hereto.

XII. INSURANCE

Provider shall carry statutory Workers Compensation Insurance and statutory employers liability insurance as required by law.

XIII. PROPRIETARY RIGHTS

Provider agrees that all proprietary interests, including but not limited to copyrights, patents and literary rights, acquired in the course of said Agreement shall be the sole property of the County.

XIV. MODIFICATION OR AMENDMENT

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

XV. WAIVER

No waiver by either party of any breach of any provision of this Agreement whether by conduct or otherwise, in any one or more instances shall be deemed to be or construed as further or continuing waiver of any such breach or as a waiver of any breach of any other provisions of this Agreement. The failure of either party at anytime or times to require performance of any provision of the Agreement shall in no manner affect such party's right to enforce the same at a later time.

XVI. CONSTRUCTION

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

XVII. ASSIGNMENT

Neither party shall assign any of its rights or delegate any of its duties under this Agreement without written consent of the other party.

XVIII. GOVERNING LAW

This Agreement shall be construed in accordance with, and the legal relations between the parties shall be governed by, the laws of the State of Ohio as applicable to agreements executed and fully performed in the State of Ohio.

XIX. PARTIES

At all times during the duration of this Agreement, the Provider and County shall act as independent contractors in connection with performance of the respective obligations under this Agreement.

XX. RELATIONSHIPS OF THE PARTIES

Wherever this Agreement refers to either the Provider and County, these terms shall include the agents, employees or authorized representatives of each party.

XXI. POLICY OF NON-DISCRIMINATION

Provider agrees that all services which it provides under this Agreement shall be made available without consideration of race, color, gender, creed disability, national origin or ability to pay, and shall ensure non-discrimination in employment on the basis of color, gender, creed, disability, age, or national origin. The Grantee shall comply with applicable provisions of applicable federal, state, and local statutes, rules and regulations, which from time to time may be amended.

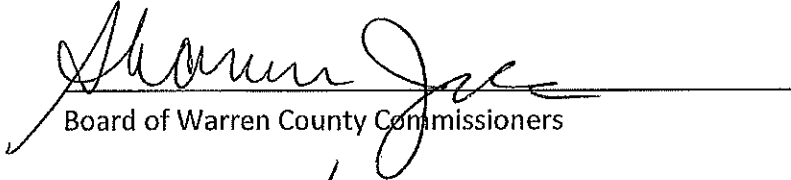
XXII. CONFIDENTIALITY

Provider shall keep all information confidential during and after the duration of this Agreement.

SIGNATURE PAGE

Witness their hands this 10 day of May, 2022.


Signed and acknowledged in the presence of:


Board of Warren County Commissioners

May 10, 2022 / 22-0649
Date / Resolution Number

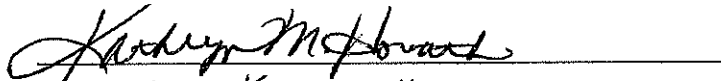

Tom Isaacs, Superintendent
Warren County Educational Service Center – Coordinated Care

4/25/22
Date


Alleyn Unversaw, Treasurer
Warren County Educational Service Center

4/25/22
Date

Approved as to Form:


~~Kath Anderson~~ KATHRYN HORVATH

5/2/22
Date

AFFIDAVIT OF NON COLLUSION

STATE OF Ohio
COUNTY OF Warren

I, Alley Universal, holding the title and position of CFO at the firm Warren County Esc, 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.

Alley Universal
AFFIANT

Subscribed and sworn to before me this 26th day of April 2022

Melissa Risner
(Notary Public),
Warren County.



My Commission Expires December 20 2023

MELISSA RISNER
Notary Public, State of Ohio
My Commission Expires December 20, 2023

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 22-0670

Adopted Date May 10, 2022

APPROVE AND AUTHORIZE THE VICE-PRESIDENT OF THIS BOARD TO EXECUTE A CONTRACT WITH FOCUS ON YOUTH FOR THE EMERGENCY FOSTER CARE PROGRAM ON BEHALF OF THE WARREN COUNTY JUVENILE COURT


BE IT RESOLVED, to approve and authorize the Vice-President of this Board to execute a Contract with Focus on Youth Inc. for the Emergency Foster Care Program, effective July 1, 2022 through June 30, 2023, on behalf of the Warren County Juvenile Court, as attached hereto and made a part hereof.

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

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

Resolution adopted this 10th day of May 2022.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: c/a—Focus on Youth, Inc
Juvenile (file)

**WARREN COUNTY JUVENILE COURT
RESPITE AND ALTERNATIVE CARE SERVICES CONTRACT**

THIS CONTRACT, is made this 1st day of July , 2022 in Lebanon, Warren County, Ohio, by the Board of Warren County Commissioners on behalf of the Warren County Juvenile Court, located at 900 Memorial Drive, Lebanon, Ohio 45036 (hereinafter the "COURT") and Focus on Youth, Inc., with a principal place of business at 8904 Brookside Avenue, West Chester, Ohio 45069, hereinafter called the "PROVIDER."

WITNESSETH:

WHEREAS, the COURT is authorized to provide and seeks to contract for respite and alternative care services which may serve as alternatives to juvenile detention for youth deemed appropriate for such services; and

WHEREAS, the PROVIDER is uniquely qualified, experienced, and licensed to provide such services, where there is a contract specifying the rights and duties of each party;

NOW, THEREFORE, for and in consideration of the mutual promises, covenants, and agreements hereinafter set forth, the parties agree as follows:

ARTICLE I: SCOPE OF WORK

1.1 The PROVIDER agrees to perform services embodied in Exhibit A to this Agreement, attached hereto, and which shall be fully incorporated by reference herein.

1.2 The PROVIDER further agrees that it will notify the COURT prior to undertaking any activity or authorizing any expenditure that is not clearly consistent with the terms of this Agreement and that no such activity or expenditure of a questionable nature shall be authorized without prior written approval of the COURT.

ARTICLE II: SCHEDULE OF PAYMENTS

2.1 The COURT agrees to compensate the PROVIDER for the services described in Exhibit A, which can be verified by documentation. Payment shall be made at the rate of \$110.25 per night. From the nightly rate, Provider shall apply \$45.25 toward administrative fees, and \$65.00 to foster parent maintenance.

2.2 It is understood and agreed by the parties hereto that the COURT will be under no financial obligation to pay any excess costs arising from changes, modifications or extra work orders without the prior written approval of the COURT.

2.3 Provider shall submit monthly invoices within ten (10) days after the first of each month. Such invoices shall set forth charges from the preceding month. Payment will be made to the PROVIDER after the COURT has received and approved timely-submitted invoices from the PROVIDER for the previous month. Monthly invoices from the

PROVIDER shall be sent to: Laura Schnecker, Court Administrator, Warren County Juvenile Court, 900 Memorial Drive, Lebanon, Ohio, 45036.

ARTICLE III: TERM

3.1 The term of this Agreement shall begin the 1st day of July 2022 and shall terminate on the 30th day of June 2023, unless suspended or terminated pursuant to Article 11 prior to the end of term date.

3.2 Both parties agree that the terms of this Agreement shall apply to any time period between the above-stated start date and the full execution of this Contract by way of signature of the parties.

ARTICLE IV: RELATIONSHIPS AND COMPLIANCE

4.1 The PROVIDER and the COURT agree that no employment, joint venture, or partnership has been or will be created between the parties hereto pursuant to the terms and conditions of this Agreement. The PROVIDER and the COURT agree that The PROVIDER, its agents, subcontractors, employees and assigns are not officers, agents, subcontractors, employees, or assigns of the COURT; but, to the contrary, are independent contractors. As such, the PROVIDER assumes all responsibility for any federal, state, municipal, or other tax liabilities along with workers' compensation, unemployment compensation, and insurance premiums which may accrue as a result of compensation received for services or deliverables rendered hereunder. The PROVIDER and the COURT agree that no person and/or entity entering into this Agreement, nor any individual employed by any person or entity entering into this Agreement, are public employees for purposes of contributions to the Ohio Public Employees Retirement System (OPERS) by virtue of any work performed or services rendered in accordance with this Agreement. The PROVIDER, as an independent contractor, shall have no right or authority to impose tort, contractual or any other liability on the COURT or the BOARD.

4.2 The PROVIDER agrees to comply with all applicable federal, state, and/or local laws and regulations in the delivery of the services called for herein, including but not limited to sections 2151.86, 5103.0328, and 5103.0319 of the Ohio Revised Code, as well as applicable state laws concerning criminal record checks, arrests, convictions, and guilty pleas relative to foster caregivers, employees, volunteers, and interns who are involved in the care for a child.

4.3 The PROVIDER certifies that it will not deny or delay services to eligible persons because of the person's race, color, religion, national origin, gender, orientation, disability, or age.

4.4 The PROVIDER further certifies that all approvals, licenses, or other qualifications necessary to conduct business in Ohio have been obtained and are current.

4.5 The PROVIDER further certifies that it will:

(A) Provide a copy of its license(s), certification, accreditation, or a letter extending an expiring license, certification, or accreditation from the issuer to the COURT prior to the signing of the Agreement;

(B) Maintain its license(s), certification, accreditation, and that upon receipt of the renewal of its license, certification, and/or accreditation or upon receipt of a letter extending an expiring license, certification, and/or accreditation from the issuer, a copy of the license, certification, and/or accreditation will be provided to the COURT within five (5) business days.

(C) PROVIDER shall immediately notify the COURT of any action, modification, or issue relating to said licensure, accreditation, or certification.

4.6 During the performance of this Contract, the PROVIDER will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, handicap, age, political belief or place of birth. The PROVIDER will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to race, color, religion, sex, national origin, ancestry, handicap, age, political belief or place of birth. Such action shall include, but is not limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff, or termination rates of pay or other forms of compensation and selection for training, including apprenticeship.

4.7 The PROVIDER, or any person claiming through the PROVIDER, agrees not to establish or knowingly permit any such practices of discrimination or segregation in reference to anything relating to this Contract or in reference to any contractors or subcontractors of said PROVIDER. PROVIDER shall guarantee accessibility to services for all clients regardless of physical ability.

ARTICLE V: ASSIGNMENTS

5.1 The PROVIDER shall not subcontract or assign any of its rights or duties under this contract without the prior written consent of the COURT.

ARTICLE VI: CONFLICT OF INTEREST

6.1 This Contract in no way precludes, prevents, or restricts the PROVIDER from obtaining and working under an additional contractual arrangement(s) with other parties aside from the COURT, assuming that the contractual work in no way impedes the PROVIDER's ability to perform the services required under this Contract.

6.2 The PROVIDER certifies that the PROVIDER, its officers, members, and employees currently have no, nor will they acquire any interest, whether personal, professional, direct, or indirect, which is incompatible, in conflict with, or which would

compromise the discharge and fulfillment of PROVIDER'S functions, duties, and responsibilities hereunder. If the PROVIDER or any of its officers, members, or employees acquire any incompatible, conflicting, or compromising personal or professional interest, the PROVIDER shall immediately disclose, in writing, such interest to the COURT. If any such conflict of interest develops, the PROVIDER agrees that the person with the incompatible, conflicting, or compromising personal or professional interest will not participate in any activities related to this Agreement.

ARTICLE VII: MODIFICATION AND SEVERABILITY

7.1 This Agreement constitutes a total integration of the entire agreement of the parties and shall not be modified in any manner except by an instrument in writing duly executed by the parties. Any proposed change in this Agreement shall be submitted to the COURT for its prior approval. If any term or provision of this Agreement or the applications thereof to any persons or circumstance shall, to any extent be found to be invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law.

7.2 There are no promises, terms, conditions or obligations other than those contained herein and this Agreement shall supersede all previous communications, representations or Agreements, either written or oral, between the parties to this Agreement.

7.3 This Agreement and any modification, amendments, or alterations, shall be governed, construed, and enforced under the laws of Ohio. Any legal action brought pursuant to this Agreement will be filed in the Ohio courts, and Ohio laws as well as Federal laws will apply.

ARTICLE VIII: SAFEGUARDING OF CLIENT

8.1 PROVIDER agrees that disclosure of any information by PROVIDER, his agents, employees or assigns concerning services to the individuals should be done within the purview of the Ohio Revised Code. The PROVIDER agrees to comply with all federal and state laws applicable to Ohio Juvenile Courts, Juvenile Detention Centers, and the confidentiality of children and families. PROVIDER agrees it shall obtain necessary waivers or release of information from a placing custodian prior to receiving access to confidential information concerning children or families involved with the COURT, which access shall only be granted to PROVIDER as necessary for the purpose of performing its responsibilities under this Agreement. The PROVIDER further agrees that no identifying information concerning children served shall be released without the express written consent of the child's legal custodian.

ARTICLE IX: INSURANCE/BONDING

9.1 The PROVIDER shall purchase and maintain for the term of this Agreement insurance of the types and amounts identified herein. Maintenance of the proper insurance for the duration of the Agreement is a material element of the Agreement. The costs of all insurance shall be borne by the PROVIDER. Insurance shall be purchased from a company licensed to provide insurance in Ohio. Insurance is to be placed with an insurer provided an A.M. Best rating of no less than A-. Provider shall purchase the following coverage and minimum limits:

A) Commercial general liability insurance policy with coverage contained in the most current Insurance Services Office Occurrence Form CG 00 01 or equivalent with limits of at least One Million Dollars (\$1,000,000.00) per occurrence and One Million Dollars (\$1,000,000.00) in the aggregate and at least One Hundred Thousand Dollars (\$100,000.00) coverage in legal liability fire damage. Coverage will include:

1. Additional insured endorsement, naming Warren County as a primary additional insured;
2. Product liability;
3. Blanket contractual liability;
4. Broad form property damage;
5. Severability of interests;
6. Personal injury; and
7. Joint venture as named insured (if applicable).

Endorsements for physical abuse claims and for sexual molestation claims must be a minimum of Three Hundred Thousand Dollars (\$300,000.00) per occurrence and Three Hundred Thousand Dollars (\$300,000.00) in the aggregate.

B) Business auto liability insurance of at least One Million Dollars (\$1,000,000.00) combined single limit, on all owned, non-owned, leased, and hired automobiles.

C) Professional liability (errors and omission) insurance of at least One Million Dollars (\$1,000,000.00) per claim and in the aggregate.

D) Umbrella and excess liability insurance policy with limits of at least One Million Dollars (\$1,000,000.00) per occurrence and in the aggregate, above the commercial general and business auto primary policies and containing the following coverage:

1. Additional insured endorsement, naming Warren County as a primary additional insured;
2. Pay on behalf of wording;
3. Concurrently of effective dates with primary;
4. Blanket contractual liability;

5. Punitive damages coverage (where not prohibited by law);
6. Aggregates apply where applicable in primary;
7. Care, custody and control – follow form primary; and
8. Drop down feature.

The amounts of insurance required in this section for General Liability, Business Auto Liability, and Umbrella/Excess Liability may be satisfied by PROVIDER purchasing coverage for the limits specified or by any combination of underlying and umbrella limits, so long as the total amount of insurance is not less than the limits specified in General Liability, Business Auto Liability, and Umbrella/Excess Liability when added together.

- E) Worker's Compensation insurance at the statutory limits required by Ohio law.

ARTICLE X: INDEMNIFICATION

10.1 The PROVIDER shall protect, defend, indemnify and hold free and harmless the COURT, the Warren County Board of County Commissioners, their respective members, officials, employees, successors, administrators, and agents, from and against any and all claims, damages, losses, claims of loss, causes of action, penalties, settlements, costs, liabilities, and expenses of any kind, including attorneys' fees, arising out of or in connection with any acts or omissions of the PROVIDER, negligent or otherwise, whether actual, alleged or threatened, resulting from injury or damages of any kind whatsoever to any business, entity, or person (including death), or damage to property (including destruction, loss of, loss of use of resulting without injury damage or destruction) of whatsoever nature, arising out of or incident in any way to the performance of the terms of this Agreement, including, without limitation, by PROVIDER, its subcontractor(s), PROVIDER'S or its subcontractor(s) employees, officers, agents, assigns, or independent contractors, and those designated by PROVIDER to perform the work or services encompassed by the Agreement.

10.2 The PROVIDER agrees to pay all damages, costs and expenses the COURT and their officers, employees, successors, administrators, and agents in defending any action arising out of the aforementioned acts or omissions.

ARTICLE XI: TERMINATION

11.1 This Agreement may be terminated for convenience prior to the expiration of the term by either party upon notice in writing, delivered upon the other party thirty (30) days prior to the effective date of termination, without penalty or further obligation of either party.

11.2 Upon the effective date of termination, PROVIDER agrees that it shall cease work on the terminated activities under this Agreement, take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a final invoice as of the date of discharge of the last child. The COURT agrees to make no further referrals to

PROVIDER, consistent with the effective termination date. In all instances of termination, the COURT and PROVIDER agree to work in the best interests of children to secure alternative care for all children affected by the termination.

11.3 In the event of termination, the PROVIDER shall be entitled to reimbursement, upon submission of a final invoice, for the agreed upon rate of compensation incurred prior to the effective termination date. The reimbursement will be calculated by the COURT based on Article II of this Agreement.

11.4 Notwithstanding the above, the PROVIDER shall not be relieved of liability to the COURT for damages sustained by the COURT by virtue of any breach of the Contract by the PROVIDER and the COURT may withhold any compensation to the PROVIDER for the purpose of set-off until such time as the amount of damages due the COURT from the PROVIDER is agreed upon or otherwise determined.

ARTICLE XII: MONITORING AND EVALUATION

12.1 The COURT and PROVIDER will monitor the manner in which the terms of the Contract are being carried out and evaluate the extent to which the stated objectives are being achieved. The PROVIDER will also participate in program evaluation activities being undertaken by the COURT and/or an independent evaluator.

12.2 The COURT shall be permitted to make "on-site" visits to the PROVIDER's facility.

12.3 The PROVIDER shall submit to the COURT prescribed monitoring reports detailing the progress of the services performed under this Contract.

12.4 The PROVIDER shall maintain a financial management system, which records all Contract costs and expenditures. The PROVIDER shall comply with all applicable State and Federal fiscal management guidelines.

12.5 The PROVIDER shall maintain and preserve all financial and other records related to this Contract including any documentation used in the administration of the services, for a period of at least three (3) years.

12.6 All financial and other records related to this Contract shall be subject to inspection, review or audit by the COURT, the Ohio Department of Youth Services, and/or their duly authorized representatives.

ARTICLE XIII: SIGNATURE

By Provider:

FOCUS ON YOUTH, INC.

Alicia Ajiboye, CEO Date: 5-2-22
Alicia Ajiboye
Chief Executive Officer

By Warren County:

WARREN COUNTY JUVENILE COURT

Lc Date: 5/2/22
Laura Schnecker
Court Administrator

WARREN COUNTY BOARD OF COUNTY COMMISSIONERS

Sharon Jones Date: 5-10-22
Vice President
Resolution No. 22-0670

Approved as to Form:

Kathryn M. Howard 5/3/22
Assistant Prosecutor Date

EXHIBIT A: SCOPE OF SERVICES

1. Upon presentation of a youth accused of being a delinquent child to the Warren County Juvenile Detention Center, the COURT shall be responsible for all of the following prior to any services provided by PROVIDER:
 - a. The COURT shall make referrals to PROVIDER for alternative or respite care of youth who have been arrested and brought to the Warren County Juvenile Detention Center and who have been determined by COURT personnel to be appropriate for referral for out-of-home respite or alternative care services.
 - b. The COURT will contact the youth's legal custodian or guardian, who shall give express permission for the youth to be referred to PROVIDER for out-of-home alternative or respite care services in lieu of detention.
 - c. The COURT shall make a referral to the PROVIDER for alternative or respite care services. The referral shall include completed intake information relevant and necessary to the PROVIDER'S provision of services.

2. Upon receipt of a referral from the COURT for respite or alternative care services, the PROVIDER shall take all necessary steps, including gaining any additional express consent of the youth's legal custodian, to do all of the following:
 - a. Arrange for transportation of the youth to an appropriate home licensed to provide alternative care or respite care to youth in an out-of-home foster family home setting;
 - b. Provide continued training and supportive services for the respite family with which the youth resides, including crisis intervention by means of 24-hour access to Focus on Youth, Inc. staff trained in crisis intervention;
 - c. Allow access to youth by any COURT personnel if requested;
 - d. Report to the COURT, within one hour of occurrence, any of the following involving the youth:
 - attempted self harm
 - AWOL, etc.,
 - Medical intervention (need parent consent)
 - Contact with law enforcement

A youth shall remain in an out-of-home setting arranged by PROVIDER until such time as the youth's legal custodian withdraws consent for such arrangement, or until the COURT orders some other custodial or placement change for the youth. If the COURT takes a youth into custody or otherwise orders a change in custody under an arrangement

governed by Title IV-E of the Social Security Act, this Agreement shall no longer control, and any payments shall terminate as related to that youth on the date of change in legal custody.

AFFIDAVIT OF NON COLLUSION

STATE OF Ohio
COUNTY OF Butler

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

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

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

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

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

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

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

Alicia Ajiboye
AFFIANT

Subscribed and sworn to before me this 18th day of April 20 22

Penny J. Dougan
(Notary Public)

Butler County.

My commission expires March 24 20 26



PENNY J DOUGAN
NOTARY PUBLIC - OHIO
MY COMMISSION EXPIRES
03-24-26

Resolution

Number 22-0671

Adopted Date May 10, 2022

APPROVE AGREEMENT WITH THE BOARD OF EDUCATION OF THE LITTLE MIAMI LOCAL SCHOOL DISTRICT ON BEHALF OF WARREN COUNTY TELECOMMUNICATIONS

WHEREAS, the Board of Education of the Little Miami Local School District is in need of a new location for a radio repeater to assist its school transportation services, and Warren County Telecommunications operates a tower located at 804 Route US 22&3, Morrow, Ohio 45152 commonly known as Zoar Tower and the County can provide such space on the Zoar Tower; and

NOW THEREFORE BE IT RESOLVED, to approve an agreement with the Board of Education of the Little Miami Local School District on behalf of Warren County Telecommunications for a new location for a radio repeater to assist its school transportation services as attached hereto and part hereof.

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

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

Resolution adopted this 10th day of May 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—Little Miami Local Schools
Telecom (file)

**Agreement Between
Warren County Board of County Commissioners
And the Board of Education of the Little Miami Local School District
for Colocation of Telecommunications Equipment**

This Agreement is made as of the date last signed below by and between the Warren County Board of Commissioners on behalf of the Warren County Telecommunications Department, having an office located at 406 Justice Drive., Lebanon, Ohio 43036 (hereinafter "County") and the Board of Education of the Little Miami Local School District, having an office at 95 E. U.S. 22&3, Maineville, Ohio 45039 (hereinafter "District").

Whereas, County operates a telecommunications tower located at 804 Route US 22 & 3, Morrow, Ohio, 45152, identified in Exhibit A attached below (collectively, the "Property"), commonly known as the Zoar Tower (the "Tower").

Whereas, the District is in need of a new location for a radio repeater to assist its school transportation services, and

Whereas, the County can provide such space on the Tower, and the parties wish to set forth the rights and responsibilities for the purpose of installing, operating, and providing maintenance and repair of the District's wireless "UHF Repeater" services equipment to be collocated on the Property owned by County, the parties hereby agree as follows:

1.) USE OF PROPERTY

(a) County hereby provides a license to District for colocation on the County's Tower located on the Property. Further, County hereby grants the right of entry onto the Property to District and its approved agents for the express purpose of installing, operation, replacement, maintenance, repair, and ultimate removal (collectively "Operations") of an unmanned voice 2 way radio repeater system to provide communications to the Little Miami Local School District, as permitted herein, upon the Tower and in the shelter, which are located on the Property and to install, maintain, operate and ultimately remove District's antenna, feedline, equipment cabinet, and related devices, as set forth herein, owned by District on a portion of the Property.

District will provide a written list of contractors that may be entering or using the Property at least two business days in advance, except in case of emergency, and will not permit any persons or companies to enter without County's approval, and any contractor or individual must be accompanied by Warren County Telecommunications Department when entering the facility.

The space occupied by District on the Property and the Tower hereinafter shall be referred to collectively as (the "Property"), in accordance with the terms herein. All equipment shall be configured as required by this License, if District obtains all permits, FCC licenses, and approval of County.

District, or its approved agents, shall have the right to park its vehicles on the Property when District is servicing its communications facility, subject to any conditions in this License.

All operations by District on the Property shall be lawful and in compliance with all applicable Federal Communications Commission ("FCC") requirements. District shall, at its sole expense, comply with (and obtain and maintain such licenses, permits or other governmental approvals

necessary to comply with) all laws, orders, ordinances, and regulations of federal, state, county, and municipal authorities applicable to its Operations or use of the Property. District shall comply with any directive of any public officer or officers applicable to its Operations or its use of the Property (collectively "Laws"), which shall, with respect to District's Operations, impose any violation, order or duty upon County or District arising solely from District's use of the Property subject, however, to District's right to contest, in good faith, any such violation, order or duty.

County agrees to reasonably cooperate with District, at District's expense, in executing such documents or applications necessary or appropriate in order for District to obtain and maintain, at District's expense, such licenses, permits and other governmental approvals needed for District's Operations. County authorizes District to apply for all such approvals. If District is unable to obtain and maintain such licenses, permits or approvals (notwithstanding reasonable efforts to do so), District shall immediately notify County and this License shall immediately terminate.

(a) District agrees to install, maintain, and operate its equipment in accordance with the specific Property standards more particularly described in this License and any other applicable statutes pertaining to the use of telecommunications and/or electronic equipment. In the event District's installation or operation in any way hinders, obstructs, or interferes with, the operations of radio and electronic equipment of County, or any other user, tenant, or District operating at the Property as of the execution date, District shall, at its sole cost and expense, upon verbal notification, immediately cease the interfering operation.

(b) If such hindrance, interference, or obstruction cited in Subsection 1 (b), is not eliminated or does not fully cease immediately upon verbal notification to District by County or any appropriate regulatory agency, County shall have the right to order cessation of District's Operations at the Property as may be necessary to continuously eliminate said interference by giving written notice. In the event of District's inability or refusal to eliminate such interference following notice, County may at its option immediately eliminate the source of interference, terminate this License and evict District.

(c) Any interference and compatibility testing required hereunder for radio interference with other equipment located at the Property as of the Commencement Date, or County's equipment installed at any time shall at the sole cost of District, be made by a qualified technical person representing District and a representative designated by County. If the test is satisfactory to both the technical person and County's representative, a certification of such test signed by both the qualified technical person and the County's representative shall be forwarded to County. Any reasonable costs incurred by County to conduct compatibility testing shall be reimbursed to County within thirty (30) days after receipt of billing and reasonable supporting documentation.

(d) Any interference with County's electronic equipment during an emergency incident will require immediate cessation of operation, transmission, or further use of District's equipment during the emergency, provided District is given notice of such incident and is afforded the opportunity to cure such interference. Failure to do so promptly after notification of such interference will be grounds for immediate elimination of the source of interference or termination of this License and eviction of District.

(e) Any issue not specifically described that harms the primary use of County's Property (Public Safety Communications and 911) the mission of County, Public Safety Communications, must prevail.

2.) INITIAL TERM

The Initial Term of this License shall commence on the date this agreement is fully executed by all parties hereto and shall expire on June 30, 2025.

3.) RENEWAL

Provided that District is not then in default of any of its material obligations hereunder, District shall have the option to renew this agreement for up to four (4) successive and continuous terms of four (4) years each (the "Renewal Terms") upon the same terms and conditions as are set forth herein.

Each of the aforesaid renewal options shall automatically commence unless the District gives written notice to County, not less than ninety (90) days prior to the expiration of the then current term or Renewal Term of this License, that it does not desire that a renewal option commence.

Throughout the duration of this Agreement, County retains the right of review for accuracy and updates of information; District agrees to provide updated information as requested, in a timely fashion. County retains the right to reevaluate the District's Property usage at any time if the Property usage is materially changed.

4.) FEE

There shall be no fee for this license as the parties recognize there is a mutual benefit to serve the public and enhance the safe transportation of school students.

5.) WASTE/RETURN OF PROPERTY

District shall not commit or suffer any waste on the Property. Upon the expiration of this agreement or upon the earlier termination hereof, District shall surrender possession of the Property in substantially as good a condition as the same existed at the Commencement Date, except for: (a) damage from fire or natural elements; (b) circumstances beyond the control of District; (c) reasonable use and normal wear and tear, depreciation and decay; and (d) the District improvements and any alterations, fixtures, additions, structures or signs placed or erected upon the Property by either County or District after the Commencement Date. Provided, however, if District desires to remove its improvements and/or any of the items set forth in (d) above, then District may remove such improvements and such items and shall repair all damage caused in the course of any such removal(s).

6.) COUNTY'S DUTIES/SERVICES

County shall, at its expense, perform/provide the following duties/services regarding the entire Property:

(a) Upon District assuming possession of the Property, County shall provide necessary access to the cabinets, if needed, or allow District to have alternative independent access to the Property; and

(b) Maintain the Tower existing on the Commencement Date or a tower constructed thereafter by County to the standards established by the Federal Aviation Authority and Federal Communications Commission and keep the same in a safe and stable condition.

7.) INSPECTION

Warren County Telecommunications Department or its agent(s) shall retain the right to enter the Property to examine any equipment at any time.

8.) DISTRICT'S DUTIES

District shall, at its expense, perform/provide the following duties:

- (a) District shall provide County an updated comprehensive listing of equipment and technology that it intends to install on the Tower;
- (b) Comply with any applicable laws, ordinances, orders, rules, regulations and requirements of all federal, state or local governments relating to District's use and occupancy of the Property;
- (c) Pay for any and all utility services furnished to the Property and used by District, unless otherwise stated in this License;
- (d) Pay all taxes, fees, permits, and licenses directly related to District's equipment and operation of the same.

9.) DISTRICT'S IMPROVEMENTS AND CONSTRUCTION

Prior to commencing any installation, construction, alteration or improvement at the Property, District shall obtain County's prior written approval of District's plans for the installation or alteration work which plans shall be attached to the Property License upon execution. A response (approval, denial, and request for modification or additional information) will be made within forty-five (45) days of submittal of such plans; if a response is not forwarded within forty-five (45) days, District shall be entitled to an extension of the Local Permitting Period. District's plans shall include information on the length, width, weight, and cable routing, of and between equipment cabinets and/or shelters, antennas and equipment technical specifications, so as to permit County to reasonably verify their placement on the Property, potential interference and proper structural loading and District shall provide County with any other information as County may reasonably request with respect to such plans. Notwithstanding the foregoing or anything to the contrary set forth in this Agreement or any Property access, District may replace, exchange, substitute or modify ("replacement") its equipment or antennas installed at the Property with equipment or antennas substantially similar to the equipment and antennas previously approved by County, so long as such replacement equipment and antennas operate at the same frequencies, power levels, emissions, gain, bandwidth and beam width and (i) are no larger in size or heavier in weight, and (ii) do not enlarge the physical size of the Property area, subject to County's having thirty (30) days' notice to insure there will be no interference with County's operations.

District understands and agrees the Property in its entirety is offered as is. District further agrees nothing installed on the Property will cause interference to any of the current communications capabilities of the Property. Prior to finalizing plans for the engineering of its communications suite, District shall complete a comprehensive intermodulation study which shall meet all industry standards and submit such study to County. Such intermodulation study must demonstrate the District's proposed communications suite and shall not interfere with any of the Property's current communications capabilities. If, after the initial activation of the District's equipment, any diminution of performance or interference occurs to the County or any of its existing co-locators, District shall immediately turn off the source of interference and resolve the problem prior to turning any equipment back on. If the solution to the interference includes modification to County's equipment, the cost of correcting the interference shall be borne by the District.

District acknowledges that County may not have control over equipment located on or adjoining the Property that would interfere with District's use of the Property and shall not be liable for such lack of control. In the event of such interference, County and District shall use all reasonable efforts within their control to obtain the cooperation of the equipment owner to resolve such interference; provided, however, that if the parties shall not succeed in obtaining the cooperation

of the equipment owner to resolve such interference within thirty (30) days following such interference, District may immediately terminate this License if so affected, and neither party shall have any further liability with respect to such License. Any prepaid Fee shall be credited or returned to District on a pro-rated basis.

All portions of the telecommunications facilities or other property or improvements attached to or otherwise brought onto the Property by District shall, at all times and for all purposes, be the personal property of District and at District's option and with County's prior written approval, may be removed by District at any time during the term, and if County does not want the personal property at the expiration of the this agreement, District shall remove such personal property no later than fifteen (120) days after expiration of the term or termination of the License.

10.) UTILITIES

(a) County will provide electrical power to the District at its sole cost. Should electric costs rise substantially, County reserves the right to sub-meter District and recover actual expenses quarterly.

(b) County will provide but not guarantee access to County's Property generator. If County must reduce generator loading to preserve the Property, powering of County's Public Safety System must prevail.

11.) INSURANCE

(a) District shall maintain through insurance, self-insurance, or other means during the term of this Agreement, at its own cost and expense, the following insurance:

- i. "All Risk" property insurance for District's property located at the Property;
- ii. Commercial general liability insurance having a minimum limit of liability of \$1,000,000 for each injury or death arising out of one occurrence, \$1,000,000 for damage to property from any one occurrence, and excess/umbrella coverage of \$2,000,000; and
- iii. Worker's Compensation and Employer's liability insurance, in form and as required by law.

The County, including officers, officials, and employees, are to be covered as additional insureds with respect to liability arising out of any use of or entry onto the Property, Tower, or any shelter located on the Property. Coverage can be provided in the form of an endorsement to the Contractor's insurance. District hereby grants to County a waiver of any right to subrogation which any insurer of District may acquire against the County by virtue of the payment of any loss under such insurance. District agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

(b) Except as otherwise herein provided, the provision by District of insurance required hereby shall not be construed to limit or otherwise affect District's liability to County.

12.) ASSIGNMENT

This agreement is personal to District. Except as hereinafter provided, District shall not, without the County's prior written consent assign or otherwise transfer this agreement, a Property License or any interest in the Property.

13.) NOTICES

All notices required or permitted to be given pursuant to the terms of this License shall be in writing and shall be deemed to have been properly given when delivered:

- (i) Warren County Telecommunications Department
Attn: Director
500 Justice Drive
Lebanon, Ohio 45036
- (ii) Little Miami Local School District
Attn: Facilities
95 E. U.S. 22&3
Maineville Ohio, 45039

14.) REPAIRS

(a) District shall, at all times during the term of this License and at District's sole cost and expense, keep its facilities and equipment located on or about the Property and every part thereof in good condition and repair, reasonable wear and tear excepted, including making replacements when necessary. If District fails to promptly make any repairs that are necessary to remedy a dangerous condition on the Property caused by District, its agents, employees or contractors, or other condition caused by District, its agents, employees or contractors which is materially adverse to the quiet enjoyment by County or any other user of the Property, County shall give District written notice of its intention to make such repairs and the date on which such repairs shall commence. Except for emergencies, District shall be given at least fifteen (15) days from the day the letter is sent to commence the repairs. If District does not, prior to the date set forth in such notice, commence to make such repairs, County may make such repairs and shall be reimbursed by District for any and all reasonable costs incurred by County in performing (or contracting to have performed) such repairs, including any overhead costs reasonably allocable to the performance thereof. County shall provide District reasonably detailed supporting documentation of such costs concurrently with any demand for reimbursement.

(b) District shall, at all times, during the term of this License and at District's' sole cost and expense, keep District's equipment at the Property in good condition and repair.

(c) District, at its sole cost and expense, will promptly restore all County property which is destroyed or damaged by District's activities on the Property if so requested by County. District agrees to commence performance of any remedial work within thirty (30) days of written notice by County and to complete remedial work required in the reasonable opinion of County to restore the Property to its original condition, reasonable wear and tear excepted, within the number of days specified in the written notice. The number of days specified shall be reasonable. If remedial work is not undertaken and completed within the specified time, County may, on ten (10) days' prior written notice to District, undertake and complete the remedial work with its own forces and/or independent contractors, and District shall pay all actual costs or charges incurred by County by reason of such work. County shall provide District reasonably detailed supporting documentation for such costs and charges. If County must make repairs to its equipment under this Article, District shall pay all of the cost of those repairs.

15.) SURRENDER OF PROPERTY; HOLDING OVER

Upon the expiration or other termination of this License, District shall peacefully vacate the Property in as good order and condition as the same was on the Commencement Date; reasonable wear and tear, and damage not caused by District excepted. If District fails to promptly remove all of its antennas, feedlines, facilities, and equipment from the Property within thirty (30)

days after expiration or earlier termination of the Term, County may, after five (5) days' prior written notice to District, remove the same (without any liability to District for any damage to such equipment and/or facilities which may result from reasonable efforts at removal), and District shall pay to County on demand any and all reasonable costs incurred by County in removing and storing such improvements and equipment prior to retrieval of same by District. County has no obligation to store such equipment, and District shall have no claim if County destroys the equipment if it is not removed by District as provided herein.

16.) FORCE MAJEURE

In the event that either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of acts of God, strikes, lockouts, labor troubles, inability to procure materials, failure of power, riots, insurrection, pandemic, war, government closures, or other reason not the fault of the party delayed in performing work or doing acts required under the terms of this License, then performance of such acts shall be excused for the period of the delay and the period for the performance of any such acts shall be extended for a period equivalent to the period of such delay.

17.) USE OF COMMON AREAS

County hereby grants to District and its agents, servants, employees, contractors, and business invitees during the term of this License, a non-exclusive right to use all parking, driveway and walking areas (the "Common Areas") which are now or hereafter become a part of or appurtenant to the Property, together with right of ingress and egress to and from the Property at such places as are now or may thereafter be designated by County, together with, and subject to, similar rights granted from time to time by County to other occupants of the Property. County acknowledges that no fee will be charged to District for use of the Common Areas.

18.) DISTRICT'S PROPERTY

County shall not be liable for the death of or any injury to any person(s) or damage to any property resulting from fire, explosion, any falling items, gas, electricity, water, rain, snow or leaks from any part of the Property from any cause whatsoever, unless the same results from the negligence of County, or its agents, servants, employees, contractors, invitees and assigns or the failure of County to make repairs or maintenance required hereunder.

19.) RELOCATION OF TOWER

County may, at its election, relocate the Tower to an alternative location or property owned or leased by County. Such relocation of the Tower will (i) be at County's sole cost, (ii) not result in an interruption of District's communications services. The relocation of any of District equipment shall be at the sole cost of the District and such relocation shall be performed by District in a timely manner. Upon such relocation, the Property covered herein shall be the new Tower and the new ground area on which the new Tower sits. At the request of either party, County and District shall enter into an amendment of this License, to clarify the rights of District to the new Tower. District may terminate this License during the first thirty (30) days following the relocation by written notice to County in the event that the Property no longer supports the User's radio frequency network.

20.) FORUM DESIGNATION

Any action or proceeding against any of the parties hereto relating in any way to this License or the subject matter hereof shall be brought and enforced exclusively in Warren County Common Pleas Court.

21.) WAIVER

No waiver by either party of a breach of any term, condition, provision, covenant or obligation of this License shall be construed to be a waiver of any future breach of the same or other term, condition, provision, covenant or obligation hereof. No receipt of money by County from District or others after the giving of any notice of default, or after the termination of this License, or after the commencement of any suit, shall reinstate, continue or extend the term of this License, or affect any such notice, demand or suit. The rights and remedies hereby created are cumulative and the use of one remedy shall not be taken to exclude or waive the right to the use of another.

22.) SURVIVAL

The representations, warranties, covenants, and agreements of the parties contained in this License shall survive the expiration or termination of the term of this License and shall be and continue in effect notwithstanding the fact that County may waive compliance with any of the other provisions of this License.

23.) GOVERNING LAW

This License, and any addenda hereto, shall be governed by, construed, enforced and interpreted in accordance with the laws of the State of Ohio.

24.) DISTRICT CASUALTY RESPONSIBILITIES

County will not keep improvements which are constructed or installed by District under the provisions of this License insured against fire or casualty, and District will make no claim of any nature against County by reason of any damage to the business or property of District in the event of damage or destruction by fire or other cause. District is solely responsible for insuring, or self-paying, all expenses caused by the destruction or damage of its facilities regardless of cause or fault.

25.) RELOCATION ASSISTANCE

District acknowledges it is not entitled to any relocation assistance payments at the conclusion of this License under State or Federal law (42 U.S.C.A. 4601 et seq.), and District further agrees it will not file or pursue any such claim unless it is otherwise eligible or becomes eligible.

26.) SEVERABILITY

If any provision of this License, or the application thereof to any situation or circumstance, shall be invalid or unenforceable, the remainder of this License or the application of such provision to situations or circumstances other than those as to which it is invalid or unenforceable, shall not be affected, and each remaining provision of this License shall be valid and enforceable to the fullest extent permitted by applicable law.

27.) TERMINATION

This License may be terminated for convenience by either party by giving thirty (30) days written notice to the other party of election to so terminate. This License may be terminated by County at any time, without notice, if the County no longer operates or requires the Property or is no longer utilized as a Remote Communication Property for the Warren County Board of Commissioners.

28.) ENTIRE AGREEMENT

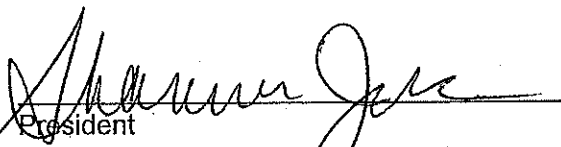
This agreement and attached exhibits and addenda constitute the entire agreement between the parties and supersedes all prior or contemporaneous negotiations or agreements, whether oral or written, relating to the subject matter hereof. Any amendment or change in this License shall not be valid unless made in writing and signed by both parties.

29.) EXECUTION:

IN EXECUTION WHEREOF, the parties hereto have caused this License to be executed by their authorized representatives as of the date first written above.

COUNTY:

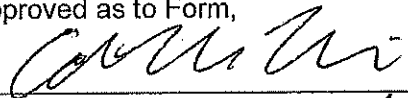
Warren County Board of Commissioners
406 Justice Drive
Lebanon, Ohio 45036

Vice-

President
Warren County Board of Commissioners

5.10.22
Date


Resolution No. 22-0671

Approved as to Form,


Assistant Prosecuting Attorney *Adam Nice*

DISTRICT:

Little Miami Local School District
95 E. U.S. 22&3
Maineville, Ohio 45039


Authorized Signatory

4/27/22
Date

Resolution No. _____

Resolution

Number 22-0672

Adopted Date May 10, 2022

AUTHORIZE ACCEPTANCE OF RENEWAL QUOTE FROM AGILEBITS,
INCORPORATED ON BEHALF OF WARREN COUNTY TELECOMMUNICATIONS FOR
PASSWORD MANAGEMENT SERVICES

WHEREAS, Agilebits, Incorporated will provide Password Management Services for Warren
County Telecom, as indicated on the attached quote for purchase; and

NOW THEREFORE BE IT RESOLVED, to accept quote from Agilebits, Incorporated on behalf
of Warren County Telecommunications for Password Management Services; as attached hereto
and a part hereof;

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

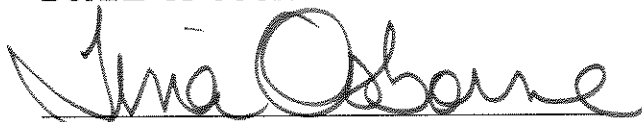
Mr. Grossmann – absent

Mrs. Jones – yea

Mr. Young – yea

Resolution adopted this 10th day of May 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—Agilebits, Inc.
Telecom (file)

1Password

ORDER FORM

Warren County Telecommunications
500 Justice Drive
Lebanon, OH
45036
United States

Accounts Receivable
accountsreceivable@wcoh.net

AgileBits Inc. (dba 1Password)
4711 Yonge St., 10th Floor
Toronto, Ontario
M2N 6K8
Canada

Trisha Sweeney
trisha.sweeney@agilebits.com

Order Form Details

Quote Number Q-09153

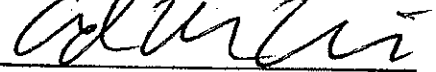
Order Form Generated Date Jan 31, 2022

Subscription - Start Date 2022-02-20

Subscription - End Date 2023-02-19

VAT ID / ABN ID (if applicable)

APPROVED AS TO FORM



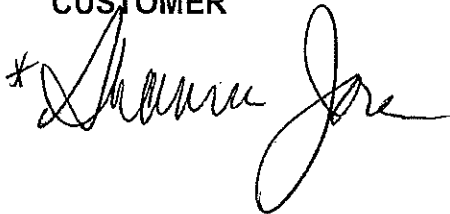
Adam M. Nice
Asst. Prosecuting Attorney

PRICE QUOTE

Name	Term	Quantity	List Price	Subtotal
1Password Business - Annual	12	40	\$95.88	\$3,835.20
			Total USD	\$3,835.20

NOTES:

CUSTOMER

* 

Name: Sharon Jones

Title: Vice-President

Date: 5-10-22

AGILEBITS INC. (dba 1Password)



Name: Meenakshi Lakhanpal

Title: General Counsel

Date: Jan 31, 2022

Order Form Terms

1. **The Agreement:** This Order Form, the Service Agreement with Effective Date of Feb 01, 2021 (the "Service Agreement"), the Data Processing Agreement and any other applicable policies, constitute the Agreement between the Parties for the use of 1Password Services.
2. **Duration of Services:** The Customer subscribes to the 1Password Services for the duration as noted in this Order Form.
3. **Order of Precedence:** As between the Service Agreement and the Order Form, the Order Form shall take precedence over the terms related to: (i) the Subscription Term, the Effective Date, the Number of Users, any terms related to the billing and pricing and if applicable, the governing law.
4. **Number of Users:** Customer to specify and confirm the quantity ("Number of Users") of the Subscription Services purchased through this Order Form. Any additional Number of Users to the subscribed Services shall be based on the following:

Top-up Terms & Process

Customer shall forecast the Number of Users expected to use the account during the Subscription Term. 1Password shall review the Customer's (or an Affiliate, where applicable) account quarterly and if it exceeds the Number of Users as it appears on this Order Form or the invoice, 1Password will create and send a new invoice for the additional Users prorated (forward) towards Customer's renewal date or end of Subscription Date.

For Example:

- Invoice generated on 1/1/2021 for 35 Users
- 3 months later, we determine that there are 55 Users under your Account
- 1Password invoices for 20 Users for the preceding 3 month period
- On 1/1/2022 renewal invoice created for 55 Users + any new team size growth expected.

Fees and Payment:

The applicable Fees for the Services are noted in this Order Form. Once the Order Form is signed and returned to 1Password, an invoice indicating the Fees and any applicable taxes ("Payment") shall be sent to the Customer. The Customer shall make the Payment within Net 30 of the Effective Date and in the currency as it appears on this Order Form.

Thank you for choosing 1Password!



Resolution

Number 22-0673

Adopted Date May 10, 2022

AUTHORIZE AMENDMENT NO. 1 TO THE ENGINEERING AGREEMENT WITH BURGESS & NIPLE, INC., INCREASING PURCHASE ORDER NO. 21001214 FOR THE FOSTERS LIFT STATION AND GRAVITY SEWER IMPROVEMENTS PROJECT

WHEREAS, the Warren County Commissioners and Burgess & Niple, Inc. (B&N) entered into a professional services agreement on January 19, 2021 for the planning, surveying, geotechnical investigation, design (including preparation of construction drawings and specifications), and construction services for a project to eliminate the Bear Run Lift Station and force main, extend a gravity sewer and water main under the Little Miami River to allow the elimination of the piping on the Old 3C Highway bridge, and make improvements to the Fosters Lift Station to handle the additional capacity; and

WHEREAS, at the direction of the Water & Sewer Department, B&N developed and evaluated several alternative design concepts that were documented in a Preliminary Design Report dated September 2021; and

WHEREAS, during a February 15, 2022 meeting with the Ohio Department of Natural Resources (ODNR) to discuss the project and the Little Miami River (LMR) crossing, ODNR requested the County evaluate additional alternatives that reduce the impact on the LMR and neighboring riparian area; and

WHEREAS, it is the desire of this Board to amend said Engineering Agreement with B&N to allow the evaluation of four additional alternatives; and

NOW THEREFORE BE IT RESOLVED, to approve Amendment No. 1 increasing Purchase Order No. 21001214 to Burgess & Niple, Inc. in the amount of \$37,500 creating a new contract price of \$1,213,121. Said Amendment, attached hereto and made a part hereof, shall be subject to the following conditions:

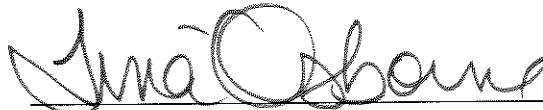
1. The scope of services shall be as stipulated in "Amendment No. 1 Engineering Agreement" attached hereto and made a part hereof.
2. Compensation for the additional services shall be in accordance with the January 19, 2021 Engineering Contract, total additional compensation not to exceed \$37,500.

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

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

Resolution adopted this 10th day of May 2022.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: c/a—Burgess & Niple, Inc.
Project file

Water/Sewer (file)

**AMENDMENT NO. 1
ENGINEERING AGREEMENT**

THIS AMENDMENT NO. 1, effective on the date last executed by the Parties hereto, by and between the WARREN COUNTY BOARD OF COUNTY COMMISSIONERS, on behalf of WARREN COUNTY, OHIO (hereinafter "COUNTY") and Burgess & Niple, Inc., 525 Vine Street, Suite 1300, Cincinnati, Ohio 45202 (hereinafter "CONSULTANT").

WHEREAS, the Warren County Commissioners and Burgess & Niple, Inc. (B&N) entered into a professional services agreement on January 19, 2021 for the planning, surveying, geotechnical investigation, design (including preparation of construction drawings and specifications), and construction services for a project to eliminate the Bear Run Lift Station and force main, extend a gravity sewer and water main under the Little Miami River to allow the elimination of the piping on the Old 3C Highway bridge, and make improvements to the Fosters Lift Station to handle the additional capacity; and

WHEREAS, at the direction of the Water & Sewer Department, B&N developed and evaluated several alternative design concepts that were documented in a Preliminary Design Report dated September 2022; and

WHEREAS, during a February 15, 2022 meeting with the Ohio Department of Natural Resources (ODNR) to discuss the project and the Little Miami River (LMR) crossing, ODNR requested the County evaluate additional alternatives that reduce the impact on the LMR and neighboring riparian area; and

WHEREAS, it is the desire of this Board to amend said Engineering Agreement with B&N to allow the evaluation of four additional alternatives ; and

NOW, THEREFORE, IT IS AGREED by and between the COUNTY and the CONSULTANT that the Fosters List Station and Gravity Sewer Improvements Project is hereby amended as follows:

SCOPE OF SERVICES

The contractual scope shall be modified to include the attached Scope of Services document, attached hereto and made a part hereof.

COUNTY RESPONSIBILITIES

The COUNTY shall supply the following data/additional services to the CONSULTANT:

1. Provide full information as to the requirements of the project.
2. Assist CONSULTANT by placing at their disposal all available information pertinent to the project.
3. Examine all studies, reports, sketches, drawings, proposals and other documents presented by the CONSULTANT, obtain advice of an attorney, insurance counselor and other consultants as

deemed appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the service of the CONSULTANT.

SCHEDULE

The CONSULTANT'S additional services shall commence upon the execution of the Amendment by both the CONSULTANT and the COUNTY. All tasks shall be completed in accordance with the January 19, 2021 Agreement.

COMPENSATION

1. The CONSULTANT's fee for all services performed pursuant to this Amendment shall be on a "per hour" basis for all labor incurred by the CONSULTANT, in accordance with the January 19, 2021 Agreement.
2. Based on the scope of work as described herein, total compensation for all services performed under this Amendment, and all direct reimbursable costs, shall not exceed \$37,500.
3. Payment of compensation shall be made to the CONSULTANT within thirty (30) days after the receipt of an invoice from the CONSULTANT.

TERMS & CONDITIONS


Except as provided herein, the January 19, 2021 Engineering Agreement shall remain binding and in force and effect in all other aspects. In the event any conflict or dispute arises between the Engineering Agreement and this Amendment No. 1, such conflict or dispute shall be resolved in accordance with the amended obligations set forth in this Amendment No. 1.

[the remainder of this page is intentionally left blank]

CONSULTANT:

IN EXECUTION WHEREOF, Burgess & Niple, Inc., has caused this Agreement to be executed by Ken Sponaugle, its Executive Vice President, on the date stated, pursuant to a resolution authorizing the same.

BURGESS & NIPLE, Inc.

SIGNATURE: 

NAME: Ken Sponaugle


TITLE: Executive Vice President

DATE: 25 April 2022

COUNTY:

IN EXECUTION WHEREOF,, the Warren County Board of Commissioners has caused this Agreement to be executed by Shannon Jones, its Vice-President on the date stated below, pursuant to Board Resolution No. 22-0673, dated May 10, 2022.

WARREN COUNTY BOARD OF COMMISSIONERS

SIGNATURE: 

NAME: Shannon Jones

TITLE: Vice-President

DATE: 5-10-22

Approved as to form:

DAVID P. FORNSHELL,
PROSECUTING ATTORNEY
WARREN COUNTY, OHIO


By: Adam Nice, Asst. Prosecutor

SCOPE OF SERVICES

TASK 1 – PLANNING AMENDMENT TO PER TO INCORPORATE ODNR ALTERNATIVES

Consultant shall review the existing infrastructure (sanitary sewer collection system, gravity sewers, lift stations, force mains, water distribution system, water mains, and other utilities) and the other features and constraints of the project area. Alternatives for each aspect of the project have previously been developed and evaluated in a Preliminary Engineering Report (PER) dated September 2021. Based on a February 15, 2022 meeting with the Ohio Department of Natural Resources (ODNR) to discuss the project and the Little Miami River (LMR) crossing, ODNR requested Burgess & Niple, Inc. (B&N) evaluate some additional alternatives that would have a reduced impact on either the LMR itself or the riparian area. In discussion with the County, it was determined B&N would evaluate 4 new alternatives. Ultimately, a brief report will be developed to document and evaluate the 4 new alternatives. This report will be provided as an amendment to the preliminary engineering report that was previously submitted.

The Consultant shall develop 4 additional alternatives as follows:

1. **Extended Microtunneling Alternative:** This alternative shall evaluate the maximum length of microtunnel installation feasible for the gravity sewer. If feasible, it would be desirable to microtunnel from the excavation for the proposed Fosters Supplemental Lift Station (FSLs) wetwell essentially to the Bear Run Lift Station (BRLS) wetwell. The proposed gravity sewer would connect to the existing BRLS wetwell and convey wastewater flow from wetwell to wetwell via gravity. This would minimize the disturbance to the natural environment along this alignment and eliminate the need for a new diversion structure and intermediate manholes/structures. The proposed FSLs, the proposed water main installation via horizontal directional drill (HDD), and other proposed aspects of the project would remain relatively unchanged.
2. **Shifting the Open Cut Alignment South, Downstream of the Densest Mussel Colonies Alternative:** The currently proposed open cut alignment would cut directly through the area of highest mussel colony concentration, per the mussel survey. This alternative shall evaluate the feasibility of shifting the proposed open cut alignment to the South, towards the ODOT SR 22/3 Bridge and the Greater Cincinnati Water Works (GCWW) 24" water main. It is anticipated there will not be adequate available space between the ODOT R/W and the GCWW easement to install the crossings via open cut in this area. This alternative is thought to be infeasible and will be evaluated at a high level. The other aspects of the project would remain similar to what was previously presented in the PER.

- 3. Upgrade the Bear Run Lift Station, Replace the BRLS Force Main Keeping it on the Old 3C Highway Bridge, Upgrading the Existing Fosters Lift Station, and Sending BRLS Flow to the Fosters Lift Station Alternative:** This alternative keeps the BRLS force main on the Old 3C Highway Bridge and reduces the impact to the LMR and riparian area. This alternative shall evaluate BRLS upgrades required to keep the BRLS in operation and expand to meet the build-out capacity requirements. The County shall determine for B&N the upgrades anticipated to be required at the BRLS for this alternative. B&N shall develop the system head curve and select replacement pumps for the BRLS. This alternative shall also evaluate the size of force main required and how to replace the existing force main from BRLS to the FLS. This shall require evaluation of additional pumps, piping, and electrical gear at the FLS to meet the build-out capacity requirements. In this Alternative, the water main could remain on the Old 3C Highway Bridge as well.
- 4. Upgrade the Bear Run Lift Station, Replace the BRLS Force Main by HDD Under the LMR Connecting to the Existing 24" Force Main at Fosters, and Sending BRLS Flow Directly to the Lower Little Miami WWTP Alternative:** This alternative installs the BRLS force main under the LMR via HDD and reduces the impact to the LMR and riparian area. This alternative shall evaluate BRLS upgrades required to keep the BRLS in operation and expand to meet the build-out capacity requirements. The County shall determine for B&N the upgrades anticipated to be required at the BRLS for this alternative. B&N shall develop the system head curve and select replacement pumps for the BRLS. This alternative shall also evaluate the size of force main required and how to replace the existing force main from BRLS to the FLS. At the FLS site, the proposed BRLS force main shall connect to the existing 24" force main, completing a force main from BRLS to the LLM WWTP. The existing 16" force main shall then be utilized by the FLS to convey flow from the FLS to the LLM WWTP separately. In this Alternative, the FLS would not require upgrades and the water main could be installed via HDD similar to what was previously presented in the PER.

The evaluate each alternative and list advantages and disadvantages for each. The Consultant shall develop exhibits for each alternative The Consultant shall also work with Shook, the CMAR Contractor, to develop budget-level capital cost estimates for each alternative.

Deliverable: Amendment to the Preliminary Engineering Report documenting the above analysis.

Resolution

Number 22-0674

Adopted Date May 10, 2022

ENTER INTO A WATERLINE EASEMENT AGREEMENT WITH MASON FAMILY RESORTS, LLC FOR THE SOCIALVILLE TRANSMISSION MAIN – CONTRACT 2

WHEREAS, the Water and Sewer Department is constructing and upon completion will be operating and maintaining approximately 5,700 feet of 24-inch water line and 1,000 feet of 12-inch water line extending along Kings Island and extending eastward to Columbia Road; and

WHEREAS, specifically the following property owner has agreed to enter into an easement agreement with the County for the identified parcel:

Parcel #	Owner
16 18 300 019	Mason Family Resorts, LLC

NOW THEREFORE BE IT RESOLVED, to enter into easement agreement with Mason Family Resorts, LLC for permanent easement on the parcel located along the water main line alignment. Copy of said agreement is attached hereto and made a part hereof.

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

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

Resolution adopted this 10th day of May 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—Mason Family Resorts, LLC
Easement file
Water/Sewer (file)
Recorder (certified)

Grantor: Mason Family Resorts, LLC
Property Address: 2501 Great Wolf Dr. Kings Mills, OH 45034
Parcel Number: 16-18-300-019 (Pt.)
Auditor's Account Number:
9400043

**EASEMENT & AGREEMENT FOR
WATERLINE & APPURTENANCES**

THIS EASEMENT & AGREEMENT is entered into on the dates stated below by **Mason Family Resorts, LLC**, a Delaware limited liability company, whose tax mailing address is PO BOX 543185, Dallas, TX 75354 (hereinafter "Grantor"), and the **Warren County Board of County Commissioners**, whose address is 406 Justice Drive, Lebanon, OH 45036 (hereinafter "Grantee").

The Purpose of this Easement & Agreement is to permit the construction of water lines and related water transfer equipment, or other public utility purposes as may be deemed necessary hereafter by future resolution of Grantee.

WITNESSETH, that Grantor for and in consideration of one Dollar (\$ 1.00) and other good and valuable consideration paid by Grantee, the receipt and sufficiency of which are hereby stipulated, does hereby grant, bargain, sell and convey to the said Grantee, its successors and assigns forever, certain rights, privileges and easements in, on, over, under, through, across and above certain real estate owned by Grantor as described in Exhibit "A" and as illustrated in Exhibit "B" attached hereto and made a part hereof.

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

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

The permanent easement being granted herein is part of a parcel located in Deerfield Township, Warren County, Ohio consisting of 41.5742 acres, and being the same premises described in a deed recorded in O.R. Vol. 3934, Page 127 of the Official Records of the Warren County, Ohio Recorder's Office (the "Parcel"), but the permanent easement is located on and effects only that part of the above referenced real estate as particularly described in Exhibit "A" and illustrated in Exhibit "B".

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

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

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

3. The Grantee shall have a permanent right of entry in, on, over, under, through, across and above the permanent easement area by its employees or agents, and equipment necessary for the use, maintenance, repair, replacement or restoration

of said waterline and all necessary related above and below ground appurtenances, and such route of access shall be the minimum width necessary and to be located so as to cause minimum inconvenience or damage to Grantors.

4. Neither Grantee nor Grantor shall erect or cause to be erected any building or other structures (including but not limited to retaining walls) within the limits of the above described permanent easement. Grantor shall not impound any water or plant any trees or shrubs within the limits of the above described permanent easement. However, Grantor shall have the right to use the land within the limits of said permanent easement in a manner not inconsistent with the rights conveyed to the Grantee. Grantee and its agents shall not conduct any activity that unreasonably obstructs or materially interferes with Grantor's use and enjoyment of the Parcel.

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

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

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

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

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

GRANTOR:

IN EXECUTION WHEREOF, Kevin Eldridge the duly authorized General Manager of **Mason Family Resorts LLC**, a Delaware limited liability company, has set his/her/their hand(s) to this instrument on the date stated below, in accordance with a company resolution or as otherwise authorized by Grantor's operating agreement.

GRANTOR:

SIGNATURE: Kevin Eldridge
PRINTED NAME: Kevin Eldridge
TITLE: General Manager
DATE: 4/8/22

STATE OF OHIO, COUNTY OF Warren, ss:

BE IT REMEMBERED, that on the 8th day of April, 2022, before me, the subscriber, a Notary Public, in and for said County and State, personally appeared the person known or proven to me to be Kevin Eldridge, whose title is Grantor, of Mason Family Resorts LLC, a Delaware limited liability company, whose name is subscribed hereto and he (she) executed the forgoing instrument, and acknowledged the signing and execution of said instrument is his (her) free and voluntary act and deed as its authorized representative for the uses and purposes stated in this instrument. This notarial act is in compliance with R.C. 147.542



Notary Public: [Signature]

GRANTEE:

IN EXECUTION WHEREOF, the Warren County Board of County Commissioners has caused this instrument to be executed by Shannon Jones, its President or Vice-President, on the date stated below, pursuant to Resolution Number 22-0674, dated May 10, 2022.

**WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS**

Signature: Shannon Jones
Printed Name: Shannon Jones
Title: Vice-President
Date: 5-10-22

STATE OF OHIO, COUNTY OF WARREN, ss.

BE IT REMEMBERED, on this 10 day of May, 2022, before me, the subscriber, a Notary Public in and for said state, personally came an individual known or proven to be Shannon Jones, whose title is President or Vice-President of the Warren County Board of County Commissioners, and pursuant to the authority granted to him or her to act on its behalf, and while acting in such official capacity, did acknowledge the signing thereof to be his or her voluntary act and deed. This notarial act is in compliance with R.C. 147.542 (D)(1).



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

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

Approved as to form by:

DAVID FORNSHELL
PROSECUTING ATTORNEY,
WARREN COUNTY, OHIO

Bruce A. McGary

By: Bruce A. McGary, Assistant Prosecutor

Date: 4/26/2022

WAIVER [OF APPRAISAL]

WHEREAS, nothing in Chapter 163 of the Revised Code [Appropriation of Property] precludes a person from voluntarily conveying his property, or a part thereof, including an easement across such property for public purposes, when a governmental agency offers to purchase the property, a part thereof or easement across such property; and,

WHEREAS, any such voluntary conveyance of a property, or a part thereof, including an easement across such property for public purposes, to a governmental agency is deemed for all purposes to be a sale under the threat of eminent domain in accordance with Ohio Rev. Code § 163.02; and,

WHEREAS, in accordance with Ohio Rev. Code § 163.04 (C), a governmental agency may appropriate real property only after it obtains an appraisal of the property and provides a copy of the appraisal to the owner or, if more than one, each owner or to the guardian or trustee of each owner, at or before the time a governmental agency makes its first offer to acquire the property or the interest therein; and,

WHEREAS, in accordance with Ohio Rev. Code § 163.04 (C), a governmental agency may prescribe a procedure to waive the appraisal in cases involving the acquisition by sale or donation of property with a fair market value of ten thousand dollars (\$10,000.00) or less; and,

WHEREAS, the Warren County Board of County Commissioners adopted Resolution No. 08-1093, dated July 17, 2008, that sets forth the procedure for waiving an appraisal as permitted in Ohio Rev. Code § 163.04 (C), as follows: Board hereby establishes a policy of waiving appraisals in accordance with Ohio Rev. Code § 163.04 (C), where the fair market value of an easement is estimated to be less than ten thousand dollars (\$10,000), for the following general circumstances:

1. Assessment projects where the property owners shall be beneficiaries of the project; and/or,
2. Projects where the property owners have requested that an appraisal not be performed.

WHEREAS, the Warren County Board of County Commissioners will construct water lines and related water transfer equipment, or other public utility purposes as may be deemed necessary hereafter by future resolution of Grantee, ("Project") for public use and purposes; and,

WHEREAS, the Project necessitates Warren County to acquire an easement across the property identified above.

THEREFORE, in consideration of mutual promises, the receipt and sufficiency are hereby stipulated, the undersigned owner(s) of the property identified above does hereby knowingly and intelligently: (i) acknowledge its rights under Ohio Rev. Code § 163.04, et seq. to receive an appraisal of the property identified above for the Project; (ii) waive(s) the right to receive an appraisal of the property identified above for the Project; and, (iii) acknowledge Warren County's obligation to provide it with an appraisal of the property identified above for the Project and does further release and discharge Warren County and its agents, departments, employees and officials from providing the undersigned owner with an appraisal.

IN EXECUTION WHEREOF, the undersigned owner having had a sufficient opportunity to read this Waiver and having prior to signing it reviewed it with the assistance of legal counsel or elected not to review it with the assistance of legal counsel, does acknowledge that that its contents are fully and completely understood and shall be bound by its terms.

OWNER:

SIGNATURE: Kevin Eldridge

PRINTED NAME: Kevin Eldridge

TITLE: General Manager

DATE: 4/8/22

Resolution

Number 22-0675

Adopted Date May 10, 2022

APPROVE THE PROFESSIONAL SERVICE AGREEMENT WITH JOBWORKS, INC., dba JOBWORKS EDUCATION AND TRAINING SYSTEMS, AND THE AREA 12 WORKFORCE DEVELOPMENT BOARD

WHEREAS, the Chief Elected Officials of Ohio's local workforce development area, which includes Butler, Clermont and Warren Counties, designated Warren County as the local area's Fiscal Agent; and

WHEREAS, the Fiscal Agent was able to receive WIOA funds on behalf of the area's Chief Elected Officials (CEO); and

WHEREAS, the WDB's Executive Director (Interim) has recommended JobWorks, Inc., dba JobWorks Education and Training Systems to deliver Reemployment Assistance and Eligibility Assessment (RESEA) program services from January 1, 2022, to June 30, 2022, whose direct services the State transferred to its local workforce areas; and


NOW THEREFORE, BE IT RESOLVED, that the Board of Warren County Commissioners, does hereby ratify and approve the agreement with JobWorks, Inc., dba JobWorks Education and Training Systems and authorize the local workforce development area's Fiscal Agent's expenditure of WIOA funds to honor this contract, in accordance with Office of Managements and Budgets (OMB) circulars, WIOA and corresponding federal regulations and state policies; copy of said agreement is attached hereto and made a part hereof.

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

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

Resolution adopted this 10th day of May 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a – JobWorks, Inc dba JobWorks Education and Training Systems
Area 12 WIB (file)

SUB-GRANT AGREEMENT. _____
(PROGRAM YEAR 21-22)

BETWEEN

The WORKFORCE DEVELOPMENT BOARD
OF
BUTLER |CLERMONT|WARREN,

AND

JOBWORKS, INC. D/B/A JOBWORKS EDUCATION AND TRAINING
SYSTEMS

DUNS #	
FEDERAL AWARD IDENTIFICATION (FAIN) #	31-6000058
FEDERAL AWARD DATE	9-28-21
TOTAL FEDERAL AWARD	\$303,403.41
FEDERAL AWARDDING AGENCY	US Department of Labor
CATALOGUE FEDERAL DOMESTIC ASSISTANCE (CFDA) #	17.225
PASS THROUGH AGENCY	Ohio Department of Job and Family Services
CONTRACTING OFFICER	Rebecca Ehling
CONTACT INFORMATION	Rebecca.Ehling@jfs.ohio.gov

Pursuant to the Steven's Amendment

Consolidated Appropriations Act of 2018, Pub. L. No. 115- 141, 132 Stat. 348, div. H,
Title V, Sec. 505 (Mar. 23, 2018)

1. The % of the total costs of the program financed with Federal money is 100% percent.
2. The dollar amount of Federal funds for the project or program is \$ 303,403.41.
3. The percentage and dollar amount of the total costs of the program that will be financed by non-governmental sources is \$0.00 / 0%.

SUB-GRANT AGREEMENT NO. - - -CR-

THIS SUB-GRANT AGREEMENT, is entered into this 1st day of January, 2022, by and between The WORKFORCE DEVELOPMENT BOARD OF BUTLER|CLERMONT|WARREN, Sub-grantor (hereinafter referred to as the WIBBCW), having its principle office at , 406 Justice Drive, Lebanon, Ohio 45036, and JOBWORKS, INC. D/B/A JOBWORKS EDUCATION AND TRAINING SYSTEMS (hereinafter referred to as SUB-GRANTEE), existing under and by virtue of the laws of the State of Indiana as a for profit corporation, having its principal office at 7230 Engle Rd. Suite 213, Fort Wayne, IN 46804.

RECITALS

WHEREAS, the WIBBCW and the Chief Elected Officials Consortium of Butler, Clermont and Warren Counties (hereinafter the CEO Consortium) has entered into a Sub-grant Agreement with the Governor of the State of Ohio for a grant for the implementation of workforce development programs, AND

WHEREAS, the WIBBCW and CEO Consortium are desirous of providing services under the Re-employment Services and Eligibility Assessment program, which will lead to maximum employment opportunities and enhance self-sufficiency for unemployment insurance claimants; AND

WHEREAS, the WIBBCW released a Request for Proposals and selected Sub-grantee to provide Re-employment Services and Eligibility Assessment program services;

NOW THEREFORE, in consideration of the premises and the mutual covenants and obligations herein contained, and subject to the terms and conditions hereinafter stated, the parties hereto understand and agree as follows:

ARTICLE 1

AGREEMENT PURPOSE

1.1 Purpose

It is the purpose of this Sub-grant Agreement to state the covenants and conditions under which the Sub-grantee will implement and provide Re-employment Services and Eligibility Assessment program services as described herein.

ARTICLE 2

DEFINITIONS

In addition to the definitions set forth in the Workforce Innovations and Opportunity Act of 2014, Public Law 113-128 (29 U.S.C. Sec. 3101 et seq., or as it may be amended, the Regulations promulgated there-under at 20 CFR 603 et seq. and 20 CFR Part 676 et seq., the Personal Responsibility and Work Opportunity Reconciliation Act 42 U.S.C. 601 et seq. and the Regulations promulgated there-under at 45 CFR Part 260, et al., and the Acts and regulations applicable to such other grant funding streams as are identified in this agreement and Sub-grantee's budget attached hereto as **Exhibit A**, the following definitions are applicable to the program operated by the Sub-grantee and to the terms and conditions of this Sub-grant Agreement and any amendments hereto.

2.1 Administrative Costs

All indirect and direct costs associated with the management of the program funded by this Sub-grant Agreement. They are costs, which do not directly and immediately benefit participants but are necessary for effective delivery of direct participant benefits. These costs are generally identified with supervision, management, fiscal and record keeping systems and are defined in accordance with the regulations governing the funding streams made available to the Sub-grantee.

2.2 Allowable Costs

Those costs, which are necessary, reasonable and allowable under applicable federal, state and local law, for the proper administration and performance of the services to be provided under this Sub-grant Agreement. In general, allowable costs are defined by 2 CFR §200.420 – §200.475

2.3 Amendment

A modification to this Sub-grant Agreement duly executed by the parties.

2.4 Assessment

The process whereby applicants are interviewed to determine their employability, motivation, aptitude, abilities and interests in order to develop an individual service strategy for the attainment of the participant's career goals. Testing and counseling are a part of the assessment process.

2.5 Audit

A systematic review by a CPA or other duly certified and licensed individual or organization to determine and report whether Sub-grantee's financial operations are being properly conducted, financial reports are being presented fairly and the organization is in compliance with applicable laws and regulations. All Sub-grantees including commercial organizations pursuant to 20 CFR 200(b)(2)(ii) must submit an audit of the program funded under this Sub-grant Agreement as is further delineated herein. For purposes of this Sub-grant Agreement an Audit shall mean an audit conducted in accordance with 2 CFR 200 Subpart F (§200.500- §200.521)

2.6 Barriers to Employment

Characteristics which hinder an individual's ability to participate in the labor market.

2.7 Case Management

Refers to the provision of a client-centered approach in the delivery of services, designed to prepare and coordinate comprehensive employment plans, such as service strategies, for participants to ensure access to necessary workforce activities and supportive services, and to provide job and career counseling during program participation and after job placement.

2.8 The Code of Federal Regulations

Also referred to as CFR. It is where regulations applicable to a federal grant programs can be found. Regulations are also published in the Federal Register.

2.9 Commercial Organization

A private-for-profit entity.

2.10 Sub-grantee

JobWorks, Inc. d/b/a JobWorks Education and Training Systems

2.11 Cost Allocation Plan

A plan, which identifies and distributes the cost of services provided by support staff and/or departments or functions. It is the means to substantiate and support how the costs of a program are charged to a particular cost category.

2.12 Cost Reimbursement Sub-grant Agreement

This is a Sub-grant Agreement format, which provides for the reimbursement of all allowable costs, which have been identified and approved in the Sub-grant Agreement budget. It requires that the Sub-grantee maintain the documentation necessary to support the cost. This Sub-grant Agreement is a cost reimbursement Sub-grant Agreement.

2.13 Demand Occupation

This is an occupational area, which has been designated and published by the State as in high demand in the Broward County labor market area.

2.14 Governor

The Chief Executive Officer of the State of Ohio.

2.15 Individual Service Strategy (ISS)

An individual plan for a participant which includes an employment goal, achievement objectives, and the appropriate combination of services determined during the individual's objective assessment. The ISS includes the training and employability development plans for a participant.

2.16 ODJFS

The Ohio Department of Job and Family Services

2.17 Program

The activities and services to be provided by Sub-grantee under and pursuant to this Sub-grant Agreement.

2.18 Program Year

The program year is July 1 to June 30.

2.19 Stand In Costs

Costs paid from non-federal sources, which may be used to stand in for a disallowed cost as a result of a monitoring report or audit. These must be reported as uncharged program costs under a Sub-grant Agreement awarded and must have been allowable under the grant regulations for the program under which they are proposed. They are subject to verification through audit and must be reported in order to be considered. In order to use in kind costs to stand in for a disallowed cost, State of Ohio and federal oversight agency approval must be obtained.

2.20 The United States Department of Labor.

Also referred to as DOL or U.S. DOL.

END OF ARTICLE 2

ARTICLE 3

FISCAL MANAGEMENT

3.1 General Terms

3.1.1 Compliance with Federal and State Requirements

The Sub-grantee agrees to implement this Sub-grant Agreement in accordance with the federal, state and local laws, regulations, policies, and procedures applicable to the funding streams identified in Sub-grantee's budget.

Allowability and allocation of costs to the cost categories shall be governed by 2 CFR 200 et. seq., the federal regulations governing federal funding streams, ODJFS and the WIBBCW policies, and the budget attached to this Sub-grant Agreement as **Exhibit A**. Any conflict or inconsistency between the above and this Sub-grant Agreement will be resolved in favor of those laws, regulations, policies and procedures. This section shall be construed to allow for the WIBBCW to impose restrictions more limiting than those required by said laws, regulations, policies and regulations.

3.2 Compensation

3.2.1 Total Compensation

- a. The total funds allocated for the program to be operated under this Sub-grant Agreement shall be \$150,763 in accordance with the budget attached hereto as **Exhibit A**, for the programs and services to be delivered for the period January 1, 2022, through June 30, 2022.
- b. Any funds not expended for the period July 1 through June 30, of each program year during which this Sub-grant Agreement is in effect may not be used to support the programs funded under any amendment extending this Sub-grant Agreement for a successive program year.

3.2.2 Payments Limited to the Program and Cost Reimbursement Budget

- a. Funds will be made available to the Sub-grantee by the WIBBCW on a reimbursable basis for allowable costs as defined by federal, state and local laws and guidelines and in accordance with the line item budget limitations within each cost category of the budget attached hereto as **Exhibit A**.

- b. Funds may not be transferred between funding streams, line items and cost categories within the budget without a written agreement between both parties.

3.3 Fiscal Controls

3.3.1 Maintenance of Fiscal Records In Accordance with GAAP

Sub-grantee agrees to maintain their books and records in accordance with Generally Accepted Accounting Principles, (GAAP), and to institute fiscal controls as established by the WIBBCW from time to time so as to be able to satisfactorily account for all monies spent in order to perform their obligations under this Sub-grant Agreement.

3.3.2 Segregation of Sub-grant Agreement Funds

Sub-grantee shall keep program funds segregated from other funds belonging to Sub-grantee's organization by maintaining separate bank accounts and/or separate ledgers.

3.3.3 Prohibition Against Advances

In no case shall Sub-grantee be paid in advance of work performed or services rendered.

3.3.4 Sub-grantee Responsible for Actions of Employees and Representatives

Sub-grantee shall be responsible for the actions of its representatives, employees, and instructors with regard to all aspects of the Sub-grantee's program including, but not limited to, program implementation, the certification and submission of time and attendance records, invoices, submission and verification of financial reports, and maintenance of records.

3.3.5 Access to Records Prior to Funding

Upon demand and/or within thirty (30) days prior to funding any program or service, Sub-grantee shall allow the WIBBCW to conduct a risk assessment of Sub-grantee's fiscal and personnel systems in order to be assured of Sub-grantee's capability to manage the program or project funded by this Sub-grant Agreement or any amendment hereto.

3.4 De-obligation and Failure to Perform

3.4.1 De-obligation for Non-Performance

the WIBBCW reserves the right to adjust the outflow of funds more or less than originally anticipated up to the total amount of funds allocated to Sub-grantee. the WIBBCW may de-obligate or redistribute the funds under this Sub-grant Agreement or any amendment hereto, to alternate Sub-grantees to the extent that either the Sub-grant Agreement is fully or partially terminated, the Sub-grantee is not able to perform effectively, or Sub-grantee's total program costs will not be expended in accordance with the amount of funds awarded under this Sub-grant Agreement.

3.4.2 Funds Limited to the Sub-grant Agreement Program

Funds accrued or allocated to the Sub-grantee under this Sub-grant Agreement or any amendment to this Sub-grant Agreement cannot be used by the Sub-grantee to support other programs operated by the Sub-grantee including under a different Sub-grant Agreement or amendment with the WIBBCW.

3.4.3 Sub-grant Agreement Contingent Upon the WIBBCW's Receipt of Funds

- a. Sub-grantee agrees and understands that funds allocated to Sub-grantee under this Sub-grant Agreement or any amendment or modification hereto are contingent upon the WIBBCW's receipt of the federal grant funds under which this Sub-grant Agreement is funded. The WIBBCW, therefore, reserves unto itself the right to unilaterally de-obligate, modify or amend Sub-grantee's budget in proportion to the WIBBCW's funding level and at the sole discretion of the WIBBCW or if necessary, to suspend or terminate this Sub-grant Agreement or any amendment hereto instantaneously and as may be necessitated by the WIBBCW's funding levels.
- b. Any de-obligation, modification or amendment of the funds allocated in the Sub-grantee's Sub-grant Agreement, or any amendment hereto, shall be effective upon notification to the Sub-grantee by the WIBBCW. the WIBBCW shall provide Sub-grantee thirty (30) days' notice or in the event the WIBBCW receives less than thirty (30) days' notice the WIBBCW shall provide such notice as the WIBBCW receives from its funding sources. In such instances, costs will be reimbursed up to the

date of cancellation only; thereafter, neither the WIBBCW nor Sub-grantee shall have any obligation whatsoever to complete or otherwise continue the Program.

3.4.4 Sub-grantee Salaries

Sub-grantee salary and bonuses paid with federal funds may not exceed Federal General Services Administration published Executive Level II salaries. The annual limits are published on the OPM.gov website (<http://www.opm.gov/policy-data-oversight/payleave/salaries-wages/2016/executive-senior-level>) and USDOL Training and Employment Guidance Letter No. 5-06

3.5 Method of Payment

3.5.1 Invoicing

In order to receive payment Sub-grantee shall submit an invoice to the WIBBCW within fifteen (15) working days following the end of each month. Invoices are generally paid within thirty (30) days of receipt. The invoice shall be for allowable costs as described in Sub-grantee's budget and as governed by the rules applicable to the funding streams and grants awarded to Sub-grantee. The invoice must be accompanied by all documentation necessary to substantiate the expenses for which Sub-grantee is seeking reimbursement, including but not limited to employee time sheets, copies of payroll records, participant attendance records and time sheets, participant payroll records, if applicable, participant case notes, participant progress reports and competency tests, purchasing records, copies of leases and utility bills and any other documentation necessary to support a financial transaction for which Sub-grant recipient is seeking reimbursement. Invoices containing costs not supported by the proper documentation or items not detailed in Sub-grantee's line item budget shall be paid minus the expenditures lacking the documentation or not included with the submission of the invoice. Accuracy and timeliness of the invoices shall be a factor in recommendations made to the WIBBCW governing boards.

3.5.2 End of Year Invoice

Invoices submitted more than fifteen (15) days following the termination of the WIBBCW program year, which is June 30 of each year, will be honored at the WIBBCW's discretion.

3.5.3 Reimbursement of Purchases

In the case of a request for reimbursement of costs incurred in the acquisition or leasing of capital and expendable equipment as approved by the WIBBCW, Sub-grantee shall be required to comply with Article 3, Section 3.7, Property Management, of this Sub-grant Agreement. All capital expenditures must be approved by the WIBBCW in advance and shall be subject to the rules set forth in 2 CFR 200 as they apply to capital expenditures. Funds under this Sub-grant Agreement may not be used for the purchase in whole or in part of real property.

3.5.4 Required Documentation for Submission of Invoices

Sub-grantee agrees to maintain and provide the following documentation to the WIBBCW, along with Sub-grantee's invoice for payment. Sub-grantee understands that invoices submitted without the below described documentation will not be honored.

- a. For mileage reimbursement requests, Sub-grantee shall use their own mileage form. Mileage from home to work will not be reimbursed. Sub-grantee is limited to the IRS rate when reimbursing its staff for mileage.
- b. For staff payroll reimbursement requests, Sub-grantees who do not have certified payroll systems in which the payroll register is supported by time sheets must establish a sign-in system and submit time sheets. Time sheets shall reflect time allocated across cost categories, Sub-grant Agreements or other activities, whether paid for by the WIBBCW or not.
- c. Sub-grantee must submit copies of the front and back of cancelled checks where applicable or a copy of the electronic payment to substantiate expenditures in order to be reimbursed. For purchases, Sub-grantee shall also submit all procurement documentation, and a copy of the front and back of the cancelled check applicable to the procurement.
- d. For reimbursement of rental and utility charges, Sub-grantee shall provide a copy of the lease and, as appropriate, a copy of the entire phone bill, utility bill, and/or rental Sub-grant Agreement along with the front and back of the cancelled check.

3.5.5 Credits

In the event Sub-grantee requests a reimbursement for a security deposit on leased equipment or space or other good or service, which payment will be reimbursed to Sub-grantee at a later date or makes a payment in advance for a good or service for which a credit is later due Sub-grantee, or receives a credit or discount for an over payment or an aggregated volume purchase or any other discount or reduction in cost, Sub-grantee shall report such credit, discount or return of overpayment and shall be responsible for returning the funds to the WIBBCW. the WIBBCW reserves the right to deduct such credits, discounts or return payments due or paid to Sub-grantee, from any outstanding invoice under this Sub-grant Agreement or any Sub-grant Agreement in force between the WIBBCW and the Sub-grantee at the time of identification of the credit, returned payment, discount or other financial benefit made available to Sub-grantee as a result of funds made available to Sub-grantee under this Sub-grant Agreement. the WIBBCW's right to such credits, discounts or return payments are in addition to any other rights or remedies accruing to the WIBBCW under this Sub-grant Agreement and shall survive the termination of this Sub-grant Agreement.

3.5.6 Changes to the Budget

Any change to the budget requires the submission in writing by the Sub-grantee and approval by the WIBBCW of a Sub-grant Agreement Amendment Request and the execution of an amendment.

3.5.7 Release of Claims Upon Final Payment

The Sub-grantee, upon final payment of amounts due under this Sub-grant Agreement, less any credits, refunds, or rebates due to the WIBBCW, hereby releases and discharges the WIBBCW from any financial claims arising from this Sub-grant Agreement.

3.6 Payment Adjustments/Suspensions

3.6.1 Reimbursement of Non-Budgeted and Unallowable Costs

The WIBBCW shall not reimburse or pay any expenditures, costs, or payments for goods and/or services to Sub-grantee which are found to be unallowable, or which are found to be inconsistent with the last

approved budget; provided, however, that said budget may be revised for more efficient and effective use of monies available under the Sub-grant Agreement upon written request by the Sub-grantee to the WIBBCW and written approval thereof by the WIBBCW in advance of the expenditure.

3.7 Property Management

3.7.1 Property Use Limited to the Program

- a. Property leased or purchased with grant funds, including personal or real property shall only be used in implementing the WIBBCW programs funded by this Sub-grant Agreement or any amendment hereto. Title to property purchased with funds made available through this Sub-grant Agreement shall vest with the WIBBCW and the property shall be returned to the WIBBCW upon termination of this Sub-grant Agreement.
- b. Sub-grantee shall not use Sub-grant Agreement funds to purchase a part or portion of personal property.
- c. In the event that Sub-grantee enters into a lease for real property with funds under this Sub-grant Agreement:
 - i. Sub-grantee shall assure the lease contains a deobligation clause similar to that contained in this Sub-grant Agreement.
 - ii. The lease shall not obligate the WIBBCW.
 - iii. If the lease is for a facility owned by Sub-grantee then lease payments shall be limited in amount in accordance with the 2 CFR 200.

3.7.2 Sub-grantee Procurement Requirements

Sub-grantee shall minimally adhere to 2 CFR 200 procurement requirements when obtaining any and all goods and services, Sub-grantee Use of Alternative Procurement System

3.7.3 Sub-grantee's Failure to Produce Records

Sub-grantee expressly agrees that it shall reimburse the WIBBCW for any funds expended under this Sub-grant Agreement or amendment hereto when the Sub-grantee does not nor cannot produce the documents required to demonstrate that the procurement requirements of this section have been followed or to

support/ substantiate that the goods and/or services procured and/or purchased have been received.

3.7.4 Inventory Tags

Upon receipt by the WIBBCW of Sub-grantee's invoice, the WIBBCW shall provide Sub-grantee with inventory tag numbers for property purchased with funds granted to Sub-grantee under this Sub-grant Agreement which tags Sub-grantee shall attach to the property.

3.7.5 Insurance Coverage for Property

- a. Sub-grantee shall provide insurance coverage for all property purchased with the WIBBCW funds in the event of loss or damage and shall list the WIBBCW as the named insured with regard to such property.
- b. Any loss, theft, or damage to the WIBBCW/State property, along with the property's inventory tag number shall be reported to the WIBBCW and the local police department as soon as possible following discovery of the loss, theft, or damage, but in any case, not later than thirty (30) days following the actual loss, theft, or damage.
- c. Any recovery made by Sub-grantee following a report to Sub-grantee's insurer of the loss, theft, or damage shall be reported to the WIBBCW. the WIBBCW will then inform Sub-grantee as to whether or not it may use the funds to replace the property or whether the monies should be returned directly to the WIBBCW.

3.7.6 Requirement to Provide a Physical Inventory

Thirty (30) days prior to the end of this Sub-grant Agreement, Sub-grantee shall present the WIBBCW with a physical inventory of all property located in or out of the WIBBCW, One-Stop Centers purchased with the WIBBCW funds by Sub-grantee or the WIBBCW. The physical inventory shall contain a reference to the Sub-grant Agreement under which funds were allocated for the purchase along with the WIBBCW inventory tag number.

3.7.7 Requirement to Return Property

Within thirty (30) days of the termination of this Sub-grant Agreement or any amendment hereto under which the property was purchased, Sub-grantee agrees to return to the WIBBCW all property purchased with funds under this Sub-grant Agreement or any amendment

hereto except where Sub-grantee and the WIBBCW agree that Sub-grantee may continue to utilize such property for another grant funded activity. Any such Sub-grant Agreement must be in writing and signed by the WIBBCW's President/CEO.

3.8 Sub-grant Agreement Closeout

3.8.1 The Sub-grantee shall comply with all provisions of the WIBBCW's Sub-grant Agreement Closeout Procedures.

3.8.2 Closeout of the program funded under this Sub-grant Agreement upon termination of this Sub-grant Agreement shall be performed in accordance with the terms and conditions of state regulations and procedures. Except as expressly waived by the WIBBCW, closeout shall be completed prior to final payment for services performed pursuant to this Sub-grant Agreement. Sub-grantee shall provide the WIBBCW such information and materials within such time periods as the WIBBCW may require, necessary to complete closeout in accordance with applicable federal and state regulations and procedures.

3.9 Duplicate Funding

3.9.1 Prohibition Against Double Payments

Sub-grantee costs or earnings claimed under this Sub-grant Agreement may not also be claimed under another Sub-grant Agreement or grant from another agency.

3.9.2 Multiple Funding Sources

Sub-grantee shall utilize a cost allocation methodology which assures that the WIBBCW is paying only its fair share of costs for services, overhead, and staffing not solely devoted to the program funded by this Sub-grant Agreement. The cost allocation plan and supportive documentation shall be included in the audit of Sub-grantee's program.

END OF ARTICLE 3

ARTICLE 4

GENERAL CONDITIONS

4.1 Sub-grantee's Request for Proposal Response

4.1.1 Adherence to the Terms and Conditions of the RFP

- a. Sub-grantee understands and agrees to adhere to the standards and requirements established under the WIBBCW's formal Request for Proposal Process and the Request for Proposals Response document, attached hereto as **Exhibit J** and incorporated by reference.
- b. To the extent that any terms or conditions conflict with the terms and conditions as stated in this Sub-grant Agreement the language of the Sub-grant Agreement shall control.
- c. Sub-grantee agrees to provide the WIBBCW and participants referred to Sub-grantee with the program and services described in Sub-grantee's response to the WIBBCW Request for Proposals.

4.2 Political Activity

4.2.1 Application of the Hatch Act

None of the funds or services under this Sub-grant Agreement provided by a federal agency, the Governor, or the WIBBCW to the Sub-grantee shall be used for any partisan political activity or to further the election or the defeat of any candidates for public office within the constraints of the Hatch Act (5 USC section 1501) or the Federal Election Campaign Act, as amended (2 USC section 431).

4.2.2 Partisan and Nonpartisan Activities

No participant or employee whose salary is funded in whole or in part by this Sub-grant Agreement may engage in partisan or nonpartisan political activities during the hours for which the participant or employee is paid with federal grant funds.

4.2.3 Prohibition Against Acting as a Spokesperson for the WIBBCW

No participant or employee whose salary in whole or in part is paid for with funds made available under this Sub-grant Agreement, may at any time, engage in partisan political activities in which such participant or employee represents himself/herself as a spokesperson for the WIBBCW or the program funded under this Sub-grant Agreement.

4.3 Religious Activity

4.3.1 Prohibition Against Religious Activity

There shall be no religious worship, instruction, or proselytizing as a part of or in connection with the performance of Sub-grantee's obligations under this Sub-grant Agreement.

4.3.2 Prohibition of Use of Funds for Religious Activities

Sub-grantee shall not use any funds appropriated under this Sub-grant Agreement or amendments hereto in support of any religious activity or in support of any anti-religious activity. Participants shall not be employed on the construction, operation, or maintenance of any facility used or to be used for sectarian instruction or as a place of religious worship.

4.4 Non-Discrimination

4.4.1 Compliance with Title VI of the Civil Rights Act

Sub-grantee agrees to comply with Title VI of the Civil Rights Act of 1964, (42 U.S.C. 2000d et seq.) as amended, which prohibits discrimination on the basis of race, color and national origin. In implementation Sub-grantee agrees to comply with Executive Order 11246 as amended by Executive Order 11375 as well as with section 654 of the Omnibus Budget Reconciliation Act of 1981 as amended.

4.4.2 Compliance with Age Discrimination Laws

Sub-grantee must comply with the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.), which protects individuals who are forty (40) years of age or older.

4.4.3 Compliance with the Rehabilitation Act

Sub-grantee agrees to comply with section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), as amended which prohibits discrimination against qualified individuals with disabilities.

4.4.4 Compliance with Title IX of the Education Amendments of 1972

Sub-grantee agrees to comply with Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.), as amended, which prohibits discrimination on the basis of sex in educational programs.

4.4.5 Compliance with the Americans with Disabilities Act

Sub-grantee agrees to comply with applicable provisions of the Americans with Disabilities Act (42 U.S.C. § 12101 et seq.), in the course of providing services funded in whole or in part by this Sub-grant Agreement.

4.4.6 Complaint Procedures

Sub-grantee agrees to be governed by the complaint and compliance requirements as set forth in 29 CFR parts 31, 32 and 34 with respect to discrimination and equal opportunity requirements.

4.5 Grievances and Grievance Procedures

4.5.1 Sub-grantee agrees to provide program participant's access to the WIBBCW grievance procedures for participants in WIBBCW funded programs with respect to a non-criminal grievance or complaint arising in connection with Sub-grantee's activities under this Agreement.

4.5.2 Whenever the WIBBCW forwards or notifies Sub-grantee of customer complaints received from the State or other external sources Sub-grantee shall assist the WIBBCW in investigating the complaint in a timely manner, and agrees to take appropriate action to resolve the complaint as shall be determined by the WIBBCW.

4.5.3 Hearings regarding grievances in which a finding is made in Sub-grantee's favor are subject to state and federal approval and Sub-grant Agreement. If the State and/or federal oversight entity does not agree with the finding, whether it is regarding a participant complaint or a questioned or disallowed cost as a result of a monitoring or audit finding, Sub-grantee shall comply with the State or federal determination and in the event of a questioned or disallowed cost

Sub-grantee shall be liable to the WIBBCW for repayment of the cost which has been questioned or disallowed.

4.6 Communications, Program Names, Signage, Publicity and Publication

4.6.1 Sub-grantee may not undertake any publicity or publish for public consumption any results or information about its program or the participants without prior review by the WIBBCW Executive Director. All radio and television announcements/advertisements and general newspaper articles and advertisements must be coordinated through the WIBBCW's Executive Director, and must indicate that the program is funded by the WIBBCW, through funds made available from ODJFS and the applicable grant funding stream.

4.6.2 Communications, oral or written, between Sub-grantee and the WIBBCW and CEO Consortium shall be initiated through contact with the WIBBCW Executive Director prior to making any contact with the members of the governing boards.

4.6.3 When issuing statements, press releases, requests for proposals, bid solicitations and other documents describing the program funded in whole or in part by this sub-grant, and in accordance with "Stevens Amendment" Sub-grantee shall include: 1) The percentage of the total costs and the dollar amount financed with funds under this Sub-grant and 2) The amount of non-federal contribution to the grant.

4.7 Sub-awards and Sub- Sub-grant Agreements

4.7.1 Prohibition Against Assignment

Sub-grantee shall not assign, delegate, sub-grant, or in any way transfer any of its rights or responsibilities or any part of the work or services to be provided for under this Sub-grant Agreement without the WIBBCW's prior written approval.

4.7.2 Sub-grant Agreements Must Be in Writing

Services approved for sub-granting shall be specified by a written Sub-grant Agreement and shall be subject to each provision of this Agreement. A copy of the sub-grant Agreement shall be provided to the WIBBCW upon request.

4.7.3 Sub-grant Agreements are Subject to Applicable Laws

All sub-grant Agreements shall be subject to the federal, state, and local laws and regulations governing the grant funds awarded to Sub-grantee under this Sub-grant Agreement.

4.7.4 Sub-grant Agreements Subject to Procurement Requirements

Selection of sub-grantees is subject to the procurement requirements described in this Sub-grant Agreement.

4.7.5 Notice of Actions Involving Sub-grantees

Sub-grantee shall give the WIBBCW immediate notice in writing of any action or suit filed, or of any claim made against the Sub-grantee by any sub-grantee or vendor which in the opinion of the Sub-grantee may result in litigation, related in any way to this Sub-grant Agreement or any amendment hereto.

4.8 Notice

4.8.1 Notice to the WIBBCW

All notices required to be given to the WIBBCW under this Sub-grant Agreement shall be sufficient when hand delivered or mailed to the WIBBCW at its office at 406 Justice Dr., Suite 301, Lebanon, Ohio, addressed to the WIBBCW Executive Director.

4.8.2 Notice to Sub-grantees

All notices required to be given to the Sub-grantee under this Sub-grant Agreement shall be sufficient when hand delivered or mailed to the Sub-grantee at its office located as stated on page one (1) of this Sub-grant Agreement.

4.9 Assurances and Certifications

Sub-grantee understands that the WIBBCW is bound and must comply with the Assurances and Certifications appended hereto as **Exhibit B**.

4.10 Integration

4.10.1 Exhibits

The parties hereto agree and understand that the words and figures contained in the following list of documents are incorporated by reference, and are as fully a part of this Sub-grant Agreement as if such documents were set forth verbatim and at length herein.

- a. Exhibit A – The budget
- b. Exhibit B – State Assurances and Certifications
- c. Exhibit C – Drug Free Workplace Certificate
- d. Exhibit D - Debarment Form.
- e. Exhibit E - Lobbying Form.
- f. Exhibit F – Lobbying Certification Form
- g. Exhibit J - The Request for Proposal and Sub-grantee's Request for Proposal Response except as it has been modified by Article 7 the Scope of Work.
- h. Exhibit K – RESEA Public Law 115-123 (2018) amendments to the Social Security Act establishing funding for and permanent authorization of the RESEA program.
- i. Exhibit L - Immigration and naturalization service regulations for employers and employees **Public Law** 107 -124 and 107-125

4.10.2 Exhibit J is a public record and is in the possession of Sub-grantee and the WIBBCW, it is not attached to the Sub-grant Agreement and is maintained in the WIBBCW Offices. Exhibits K and L are public laws and are not attached to this Sub-grant Agreement.

4.10.3 A copy of all the above documents, other than the statutes and regulations, which are public documents, will be maintained on file at the WIBBCW offices. One (1) copy of the executed Sub-grant Agreement and Exhibits will be furnished to the Sub-grantee by the WIBBCW.

4.11 Vested Powers

All powers not explicitly vested in the Sub-grantee by this Sub-grant Agreement will remain with the WIBBCW.

4.12 Termination

4.12.1 This Sub-grant Agreement may be terminated as follows:

- a. The WIBBCW or Sub-grantee may request a termination for convenience upon thirty (30) days prior written notice to the other

or such shorter period as may be mutually agreed to by the Sub-grantee and the WIBBCW. Sub-grantee will be entitled to receive compensation for services performed in accordance with the conditions set forth herein through the date of termination. The WIBBCW shall not be liable for any expenses incurred by the Sub-grantee after the effective date of termination of the Sub-grant Agreement or any amendment hereto.

- b. The WIBBCW may immediately terminate this Sub-grant Agreement if for any reason either the federal government or the State of Ohio fails to provide the WIBBCW the Grant, under which this Sub-grant Agreement is funded.
- c. The WIBBCW may terminate this Sub-grant Agreement at any time that the WIBBCW authorized representative, which shall be the President/CEO, determines that:
 - i. Sub-grantee has failed to provide any of the services Sub-grantee has agreed to provide; or
 - ii. Sub-grantee has failed to comply with any of the provisions contained in this Sub-grant Agreement or any amendment hereto; or
 - iii. Sub-grantee fails to perform in whole or in part under this Sub-grant Agreement or fails to make sufficient progress so as to endanger performance of Sub-grantee's obligations to provide the sub-granted programs or services; or
 - iv. Sub-grantee has failed to comply with the Statutes or Regulations applicable to the programs/services funded by this Sub-grant Agreement or any amendment hereto; or,
 - v. Sub-grantee has failed to take corrective action as described in Article 4 section 4.12.2, or
 - vi. Sub-grantee has taken an action, which in the opinion of the WIBBCW Executive Director, the WIBBCW monitors, auditors, the State, or the WIBBCW governing boards, jeopardizes the program or the funds made available under this Sub-grant Agreement.

- vii. Sub-grantee has employed illegal aliens in violation of the Immigration and Nationality ASct, 8 U.S.C. 1324(a).

4.12.2 Suspension and Termination

If the WIBBCW elects to terminate this Sub-grant Agreement under the provisions set forth in Article 4, Section 4.12.1, above, the WIBBCW may immediately suspend the Sub-grant Agreement and refuse any payments due the Sub-grantee. The Sub-grantee shall be notified in writing of the WIBBCW's suspension and of the WIBBCW's termination of the Sub-grant Agreement. If the WIBBCW allows the Sub-grantee a period of resolution to correct the problem, then Sub-grantee shall have ten (10) working days in which to respond in writing with a corrective plan. Failure to respond with a corrective plan acceptable to the WIBBCW shall result in a termination notice to Sub-grantee effective from the time of the original suspension.

4.12.3 Suspension of Payments

the WIBBCW may immediately suspend payment to Sub-grantee at any time that the WIBBCW Executive Director has sufficient cause to seek termination of this Sub-grant Agreement as described in Article 4. If the WIBBCW grants the Sub-grantee the opportunity to correct the problem, then suspension of payments shall remain in effect until the WIBBCW determines the problem has been resolved and the program continues, or until the WIBBCW terminates the program, at which time no payments will be made after the date of the original suspension.

4.12.4 Payments Due Sub-grantee in the Event of a Termination

In the event of a termination, the Sub-grantee shall be paid for services rendered up to the date of termination however, from the amount due there shall be deducted:

- a. All advances or other payments on account made to the Sub-grantee which are applicable to the terminated portion of this Sub-grant Agreement; and
- b. Any credits, discounts or overpayments as described in Article 3 above; and

- c. Any claim which the WIBBCW may have against the Sub-grantee in connection with this Sub-grant Agreement or any other prior Sub-grant Agreement; and
- d. The agreed-for-price for, or the proceeds of the sale of, any materials, supplies or other things acquired by the Sub-grantee or sold pursuant to the provisions of this clause and not otherwise recovered by or credited to the WIBBCW; and
- e. Any outstanding questioned or disallowed costs attributable to the Sub-grantee arising out of an investigation, monitoring report or audit of this Sub-grant Agreement; and
- f. If a termination under this Sub-grant Agreement is partial, prior to the settlement of the terminated portion of this Sub-grant Agreement, the Sub-grantee may file with the WIBBCW a request in writing for an equitable adjustment of the price or prices specified in the Sub-grant Agreement relating to the continued portion of the Sub-grant Agreement.

4.12.5 Sub-grantee Liability

In the event of a termination for cause, Sub-grantee shall be liable to the WIBBCW for damages sustained by the WIBBCW by virtue of any breach of the Sub-grant Agreement by the Sub-grantee including court costs and reasonable attorney's fees.

4.13 Maintenance of Effort

4.13.1 Prohibition Against Displacement

Employment funded under this Sub-grant Agreement or any amendment hereto shall only be in addition to employment, which would otherwise be financed by the Sub-grantee without assistance under this Sub-grant Agreement.

4.13.2 Sub-grantee Assurance Labor Conditions

To assure maintenance of effort the program funded by this Sub-grant Agreement:

- a. Shall result in an increase in workforce opportunities over those, which would otherwise be available.
- b. Shall not result in the displacement of currently employed workers by either a participant or an individual employed to carry out the

obligations under this Sub-grant Agreement, including partial displacement such as a reduction in the hours of non-overtime work, wages or employment benefits.

- c. Shall not impair current Sub-grant Agreements for services or collective bargaining Sub-grant Agreements or result in the substitution of federal funds made available by this Sub-grant Agreement to subsidize work that would otherwise be performed by the Sub-grantee.
- d. Shall not create a job in a promotional line for either a participant or an individual employed to carry out the obligations under this Sub-grant Agreement, which will infringe in any way upon the promotional opportunities of a currently employed individual.
- e. When Sub-grantee anticipates a situation, such as that described in Article 4, Section 4.13 above, Sub-grantee shall immediately notify the WIBBCW and await instruction prior to expending any funds as Sub-grant Agreement for in connection with the operation of its program.

4.13.3 Participant Placement

No participant shall be employed or job opening filled with an individual whose salary is funded by this Sub-grant Agreement:

- a. When any other individual is on lay-off from the same or any substantially equivalent job; or
- b. When the employer/Sub-grantee has terminated the employment of any regular employee or otherwise reduced its workforce with the intention of filling the vacancy so created by hiring a participant or employee whose wages are subsidized by WIOA or paid for with WIOA funds.

4.13.4 Relocation

Sub-grantee shall not use any of the funds under this Sub-grant Agreement to encourage, or induce the relocation of an establishment. Sub-grantee shall not enter into any Sub-grant Agreement or relationship with a relocated establishment for the conduct of customized or skill training, on the job training, or company specific assessments of job applicants for a period of one hundred and twenty (120) days after the establishment has opened its doors for business with the general public. Establishments

include successors in interest. Violations of this section shall result in double damages to be repaid to the WIBBCW.

4.14 Nepotism

4.14.1 Prohibition in Employment

Sub-grantee may not hire a person in an administrative capacity, staff position, or on-the-job training position funded under the Act if a member of that person's immediate family is employed in an administrative capacity for the WIBBCW or the Sub-grantee. Sub-grantee shall make full disclosure regarding any procurements which are not arms-length including small business purchases, and may not enter into any Sub-grant Agreements or make purchases without the WIBBCW's approval where a conflict of interest, or the appearance of a conflict of interest exists or the purchase is not arms-length and involves a family member as described herein, or a business partner or related company.

4.14.2 Applicability of Stricter Standards

Where the Sub-grantee's nepotism guidelines or state or local guidelines are more stringent than the above requirement, those guidelines shall be followed instead.

4.14.3 Individual Recommendations

No individual whose salary is funded in whole or in part under this Sub-grant Agreement, or who is responsible for carrying out the obligations under this Sub-grant Agreement shall appoint, employ, advance, or advocate for the appointment, employment, promotion, or advancement in or to a position with the Sub-grantee's organization a member of that individual's immediate family.

4.14.4 Procurement of Goods and Services

Neither Sub-grantee nor any individual whose salary is funded in whole or in part under this Sub-grant Agreement, or who is responsible for carrying out the obligations under this Sub-grant Agreement for the Sub-grantee, shall enter into a Sub-grant Agreement, and/or purchase goods, and/or services with funds made available under this Sub-grant Agreement from:

- A. A member of that individual's immediate family.

- B. A member of Sub-grantee's staff or their immediate family or
- C. From a Consultant or contractor unless the item was separately procured and the WIBBCW approved the purchase after full disclosure, or
- D. From a related company or affiliate of any of the individuals or entities identified herein.

4.14.5 Definition of Immediate Family Member

Immediate family member for purposes of this section shall mean a wife, husband, son, daughter, son-in-law, daughter-in-law, sister, brother, sister-in-law, brother-in-law, mother, father, mother-in-law, father-in-law, aunt, uncle, niece, nephew, step-parent, step-child, grandparent, grandchild, half-brother, half-sister and first cousin.

4.15 Application of the Davis Bacon Act to Programs Operated Under this Sub-grant Agreement

4.15.1 Davis Bacon Wages

Sub-grantee agrees to apply Davis Bacon wage rates to projects funded under this Sub-grant Agreement which involve construction, alteration or repair including painting and decorating of buildings, projects, and works which are not ordinarily done by Sub-grantee's regular work force.

4.15.2 Copeland Anti-Kickback Act

Sub-grantee shall comply with the requirements of the Copeland Anti-Kickback Act 40 U.S.C. § 276c (1995)/18 U.S.C. 874 and the regulations promulgated thereunder 29 CFR § 3 (1995)/29 CFR § 5 (1995)

4.16 Prohibition Against Unallowable and Criminal Activities

4.16.1 Unallowable, Fraudulent and Criminal Activities

Sub-grantee shall not enroll ineligible individuals, embezzle, willfully misapply, steal or obtain by fraud any moneys, funds, assets or property which are the subject of this Sub-grant Agreement or amendments hereto. If Sub-grantee violates this provision, Sub-grantee shall be required to refund all monies and shall be subject to the sanctions of the Act and to the criminal provisions of Title 18 of

the United States Code Section 665. The Sub-grantee shall also be subject to the immediate suspension of payments by the WIBBCW under this Sub-grant Agreement and amendments hereto and immediate termination by the WIBBCW of this Sub-grant Agreement and any amendments hereto.

4.16.2 Reporting of Waste, Fraud and Abuse

Sub-grantee may not prohibit employees or Sub-grantees seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting their ability to reporting such waste, fraud, or abuse. P.L. 115-141, Division E, Title VII, Section 743.

4.16.3 Prohibition Against Solicitations and Gratuities

Sub-grantee agrees and understands that no officer or employee of the Sub-grantee shall tender, or solicit gratuities, favors or anything of monetary value from any actual or potential sub-grantee or employer or from any staff person or elected official connected with the WIBBCW.

4.16.4 Prohibition on Contracting with Corporations with Felony Criminal Convictions

Sub-grantee certifies that neither they nor any of their officers or directors have been convicted of a felony criminal violation under any Federal law within the preceding 24 months and agrees that they will not knowingly enter into a Sub-grant Agreement, memorandum of understanding, or cooperative agreement with, make a grant to, or provide a loan or loan guarantee to any corporation, their officers or directors, that were convicted of a felony criminal violation under any Federal law within the preceding 24 months. P.L. 115-141, Division E, Title VII, Section 746.

4.16.5 Prohibition on Contracting with Corporations with Unpaid Tax Liability

Sub-grantee certifies that they have no unpaid Federal tax liability and that they will not knowingly enter into a Sub-grant Agreement, memorandum of understanding, or cooperative agreement with, make a grant to, or provide a loan or loan guarantee to, any corporation that has any unpaid Federal tax liability. P.L. 115-141, Division E, Title VII, Section 745.

4.16.6 Prohibition Against the Payment of Fees

Sub-grantee agrees and understands that no funds provided for by this Sub-grant Agreement or amendments hereto shall be used for the payment of a fee charged to an individual for the placement or referral of that individual to a federal grant funded training program.

4.16.7 Requirement for Blocking Pornography Pursuant to P.L. 115-141, Division H, Title V, Section 521, no Federal funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography.

4.16.8 Prohibition Against Lobbying

Sub-grantee shall not use any funds appropriated under this Sub-grant Agreement or amendments hereto for lobbying federal, state, or local legislators in accordance with the Byrd Anti-Lobbying Amendment 31 U.S.C. 1352

4.16.9 Prohibition on Providing Federal Funds to ACORN

Sub-grantee may not provide sub-grant funds to the Association of Community Organizations for Reform Now (ACORN), or any of its affiliates, subsidiaries, allied organizations or successors. P.L. 115-141, Division H, Title V, Section 522.

4.16.10 Prohibition on Trafficking in Persons

During the time this sub-grant is in effect Subrecipient and subrecipients' employees may not— (A) Engage in trafficking in persons (B) Procure a commercial sex act or (C) Use forced labor in the performance of this subaward under the award and shall be in compliance with 22 U.S.C. 7102 et seq.

4.17 Child Labor Laws and the Pro Children Act

- a. Sub-grantee shall comply with all applicable federal, state and local child labor laws in carrying out the terms and conditions of this Sub-grant Agreement or amendments hereto.
- b. Sub-grantee agrees to comply with the Pro-Children Act 20 U.S.C. 6083.
- c. Prohibition on Procuring Goods Obtained Through Child Labor

Sub-grantee agrees not to expend funds for the procurement of goods mined, produced, manufactured, or harvested or services rendered, in whole or in part, by forced or indentured child labor in industries and host

countries identified by the DOL prior to December 18, 2015. DOL listed at: <http://www.dol.gov/ilab/reports/child-labor/list-of-products/index-country.htm>. P.L. 115-141, Division H, Title I, Section 103.

4.18 Collective Bargaining Sub-grant Agreements

4.18.1 Application of Collective Bargaining Sub-grant Agreements

Sub-grantee agrees and understands that it must comply with and shall not violate the terms and conditions of any collective bargaining Sub-grant Agreement in effect during the course of this Sub-grant Agreement.

4.18.2 Activities Inconsistent with Collective Bargaining Sub-grant Agreements

If a program to be funded under this Sub-grant Agreement would be inconsistent with the terms of a collective bargaining Sub-grant Agreement, then Sub-grantee shall seek the written concurrence of both the labor organization and the employer concerned prior to operating such programs. Failure to receive a response to a written request may be deemed concurrence.

4.19 Unions

Sub-grantee shall not use any funds appropriated under this Sub-grant Agreement or amendments hereto to assist, promote, or deter union organizing.

4.20 Program Income

4.20.1 All income as defined in Article 2, realized in operating a program provided for under this Sub-grant Agreement or any amendment hereto shall be reported to and returned to the WIBBCW at the end of each quarter during which the income was realized and in any event, shall be reported and returned to the WIBBCW upon termination of this Sub-grant Agreement. Program income does not include income from royalties and license fees for copyrighted material, patent, patent applications, trademarks, and inventions.

4.20.2 Audits Must Contain a Program Income Schedule

4.20.3 Continuation of Program Income Revenues

Rental income and user fees on real and personal property acquired with Sub-grant Agreement funds shall continue to be program

income upon termination of this Sub-grant Agreement. Sub-grantee shall make provision for accounting for such funds and returning the income to the WIBBCW.

4.20.4 Sub-grantee Use of Program Income

In the event that Sub-grantee wishes to use program income to further or enhance activities funded by this Agreement, Sub-grantee may request permission in writing from the WIBBCW Director who shall consider such request and reply in writing either approving or denying the request. Program income may only be used for allowable activities and costs.

4.21 Insurance and Bonding

The Sub-grantee shall maintain during the term of this Sub-grant Agreement, the insurance and bonding specified below. This is in addition to the theft coverage required in Article 3 if funds have been used to acquire personal property.

4.21.1 Third Party Liability

Third Party General Liability Insurance on a negligence basis, including injuries and accidental death to any person in an amount not less than three hundred thousand dollars (\$300,000.00) and subject to the same limit for more than one (1) person in an amount not less than one hundred thousand dollars (\$100,000.00) on account of one (1) accident.

4.21.2 Fidelity Bond

Sub-grantee shall secure Fidelity Insurance to provide coverage for the amount awarded under this Sub-grant Agreement or in the event that Sub-grantee has several Sub-grant Agreements with the WIBBCW, for the total amount of funding awarded to Sub-grantee under all the Sub-grant Agreements for the same Sub-grant Agreement period. The policy shall name the officers, directors and those employees in positions allowing for access to or control of program funds provided for by this Sub-grant Agreement. The Sub-grantee agrees to reimburse the WIBBCW for any loss incurred by the WIBBCW under this Sub-grant Agreement. Sub-grantee shall be liable for any sums not covered and/or paid by their insurer.

4.21.3 Property Damage

Sub-grantee shall maintain property damage insurance in an amount not less than one hundred thousand dollars (\$100,000.00) for damage on account of any one (1) accident and in an amount not less than fifty thousand dollars (\$50,000.00) for damages on account of all accidents.

4.21.4 Non-Owner Coverage

Sub-grantee shall maintain non-owner vehicle insurance coverage and shall name the WIBBCW as an additional insured.

4.21.5 Directors and Officers, Employment Practice Liability and Errors and Omission Coverage

Non-governmental Sub-grantees shall maintain Directors and Officers Liability Insurance, which shall include Employment Practice Liability and Errors and Omission Coverage. Coverage shall be in the amount of at least one million dollars (\$1,000,000.00) and shall name the WIBBCW as an additional insured.

4.21.6 Certificates of Insurance

The Sub-grantee shall make available to the WIBBCW upon request, Certificates of Insurance and Bonding prior to commencing any operations under this Sub-grant Agreement with such certificates clearly indicating that the Sub-grantee has obtained insurance and bonding in the amounts, type and classifications specified in this section and naming the WIBBCW as an additional insured.

4.21.7 Failure to Maintain Insurance

Sub-grantee shall not cancel, materially change, or not renew insurance coverages affecting this Sub-grant Agreement before final payment by the WIBBCW is made to the Sub-grantee. Sub-grantee shall notify the WIBBCW in writing, of any material reduction or exhaustion of aggregate limits. Any exposure realized as a result of being underinsured will be covered by the Sub-grantee with non-federal funds. Failure to maintain the insurance coverages required herein, may result in termination of the Sub-grant Agreement.

4.22 Independent Sub-grantee

The Sub-grantee understands and agrees that it is an independent Sub-

grantee and no provision of this Sub-grant Agreement shall be construed as creating an agency or employment relationship between the WIBBCW and Sub-grantee or Sub-grantee's employees.

4.23 Indemnification Applicable to Private-For-Profit, Public-Not-for-Profit and Private-Not-for-Profit Entities

Sub-grantee shall at all times hereafter indemnify, hold harmless and, at the WIBBCW's option, defend or pay for an attorney selected by the County Attorney to defend the WIBBCW, its officers, agents, servants, and employees against any and all claims, losses, liabilities, and expenditures of any kind, including attorney's fees, court costs, and expenses, caused by a negligent act or omission of Sub-grantee, its employees, agents, servants, or officers, or accruing, resulting from, or related to the subject matter of this Sub-grant Agreement including, without limitation, any and all claims, demands, or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. The provisions of this section shall survive the expiration or earlier termination of this Sub-grant Agreement. To the extent considered necessary by the WIBBCW any sums due Sub-grantee under this Sub-grant Agreement may be retained by the WIBBCW until all of the WIBBCW's claims for indemnification pursuant to this Sub-grant Agreement have been settled or otherwise resolved; and any amount withheld shall not be subject to interest payments on the part of the WIBBCW.

4.24 Additional Indemnification

In addition to other indemnification and assumption of liability agreed to herein, Sub-grantee shall be responsible for the cost of legal defense awards, damages, penalties and/or fines for claims brought against Sub-grantee and also naming the WIBBCW for acts of commission and/or omissions on the part of the Sub-grantee in relation to employees, consultants, agents or persons providing goods and/or services under this Sub-grant Agreement to Sub-grantee. Sub-grantee may secure Directors and Officers Liability Insurance for coverage of such contingencies. Costs attributable to such coverage may be paid for with funds provided under this Sub-grant Agreement so long as they are included in the budget.

4.25 Rights and Remedies Not Waived

No payment by the WIBBCW to Sub-grantee shall be construed as a waiver by the WIBBCW of any breach or default of Sub-grantee in the performance of any condition of this Sub-grant Agreement or amendment hereto; nor shall such payment impair or prejudice any right of the WIBBCW with respect to such breach or default; nor shall any assent by the WIBBCW with respect to such breach or default, be construed as assent to any

succeeding breach or default.

4.26 Conflict of Interest

4.26.1 Sub-grant Agreement asserts and assures that they did not solicit, pay, or offer some other form of consideration to any WIBBCW Member, staff person, elected official or public officer in order to obtain this Sub-grant Agreement award.

4.26.3 Sub-grantee agrees to abide by the WIBBCW's Code of Conduct or with its own organizational Code of Conduct.

4.26.4 Neither Sub-grantee nor its employees shall have or hold any continuing or frequently recurring employment or Sub-grantee relationship that is substantially antagonistic or incompatible with Sub-grantee's loyal and conscientious exercise of judgment related to performance under this Sub-grant Agreement.

4.26.5 Sub-grantee agrees that none of its officers or employees shall during the term of this Sub-grant Agreement serve as an expert witness against the WIBBCW, or the CEO Consortium in any legal or administrative proceeding in which he or she is not a party unless compelled by court process, nor shall such persons give sworn testimony or issue a report or writing as an expression of his or her expert opinion which is adverse or prejudicial to the interests of the WIBBCW in connection with any such pending or threatened legal or administrative proceeding. The limitations of this section shall not preclude such persons from representing themselves in any action or in any administrative or legal proceeding.

4.26.6 In the event Sub-grantee is given written authorization for assignments or sub contracts from the WIBBCW Sub-grantee agrees to prohibit Sub-grantees from having any conflicts as within the meaning of this section.

4.27 Applicability of Governing Laws

This Sub-grant Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Ohio. Venue for litigation arising out of or concerning this Sub-grant Agreement shall be in Lebanon, Ohio.

4.28 Contracts in Excess of \$100,000.00

To the extent this Sub-grant Agreement is funded in excess of one hundred thousand dollars (\$100,000.00) of funds made available from the federal

government, the provider shall comply with all applicable standards, orders, or regulations issued under section 306 of the Clean Air Act, as amended (42 USC 1857(h) et seq.), section 508 of the Clean Water Act, as amended (33 USC 1368 et seq.), Executive Order 11738, and Environmental Protection Agency regulations (40CFR Part 15), and the Energy Policy and Conservation Act of 1988 as amended. (Pub. L. 94-163, 89 Stat. 871). [53 FR 8079, 8087, Mar. 11, 1988, as amended at 60 FR 19639, 19645, Apr. 19, 1995].

4.29 Health Insurance Requirements

4.29.1 Except for exemptions identified in the statute or regulations federal funds may not be used to enter into or renew a Sub-grant Agreement for health insurance coverage which includes a provision for drug coverage unless the Sub-grant Agreement includes a provision for contraceptive coverage. P.L. 115-141, Division E, Title VII, Section 726.

4.29.2 Health coverage must comply with the restriction on abortions Pursuant to P.L. 115-141, Division H, Title V, Sections 506 and 507.

END OF ARTICLE 4

ARTICLE 5

PROGRAM REQUIREMENTS

5.1 Monitoring

5.1.1 Sub-grantee's Responsibility

The Sub-grantee shall have the administrative responsibility for developing, overseeing, and monitoring the program they have agreed to deliver.

- a. Sub-grantee shall develop a protocol and process for self-monitoring their fiscal, program operations and deliverables under this Sub-grant Agreement. Self-monitoring shall include validation of Sub-grantee's data entry.
- b. Within five (5) business days following the completion of the self-monitoring protocol Sub-grantee shall submit a copy of their monitoring report which shall include any findings identified and Sub-grantee's proposed corrective action to the WIBBCW.

5.1.2 Sub-grantee's responsibility notwithstanding, the WIBBCW, the State, the federal government or any of their designated representatives shall have the right to monitor Sub-grantee's program.

5.2 Access to Records

5.2.1 Availability of Records

- a. At any time during the term of this Sub-grant Agreement, or at any time during the record retention period following termination of this Sub-grant Agreement, Sub-grantee shall make all Sub-grant Agreements, invoices, payroll records, personnel files, and any and all other records relating to the program, funded by this Sub-grant Agreement, available and shall permit the Secretary of Labor, Comptroller General, the Governor, the WIBBCW or their designated representatives to conduct on site evaluations, audits, investigations, and monitor program performance to ensure compliance with the terms of the Sub-grant Agreement and amendments hereto.
- b. Sub-grantee shall make original and/or certified copies of any statements, records, reports, plans, information, documents, maps or other data used, produced, or developed by Sub-grantee pertaining to any program funded by this Sub-grant Agreement or

amendment hereto, available to the WIBBCW, the Comptroller, General of the United States, the federal government and/or the Governor or their designated representatives at any time upon reasonable notice and at no cost for the purpose of auditing, monitoring, reviews, investigation, survey or examination, even though, the Sub-grantee may at the time of the request no longer be operating programs for the WIBBCW.

- c. Sub-grantee shall assure that program and fiscal records are available to the monitors at the time of the start of all monitoring visits. the WIBBCW shall provide Sub-grantee with a schedule of the monitoring visits.

5.2.2 Freedom of Information

Records maintained in support of the program funded by this Sub-grant Agreement are not subject to the Freedom of Information Act (5 U.S.C. 552).

5.3 Record Retention

5.3.1 Five Year Retention Requirement

Sub-grantee shall keep copies of all records, accounts, and documents pertaining to the operation of this Sub-grant Agreement or any amendment hereto for not less than five (5) years following the expiration of this Sub-grant Agreement. However, if any audit, claim, litigation, negotiation or other action involving this Sub-grant Agreement or amendment hereto has been started before the expiration of the five (5) year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular five (5) year period, whichever is later.

5.3.2 Title to Records Vests with the WIBBCW

Sub-grantee understands and agrees that the records it maintains for programs funded by this Sub-grant Agreement are the WIBBCW's property and are maintained for the benefit of the WIBBCW. Therefore, Sub-grantee shall not dispose of any records without the prior written consent of the WIBBCW and in the event of a termination of the Sub-grant Agreement shall either return all records to the WIBBCW or shall maintain the records in accordance with the terms and conditions of this Sub-grant Agreement and in a manner which will make them accessible through the record retention period.

5.3.3 Property Records

Sub-grantee shall maintain all records pertaining to any property purchased with funds under this Sub-grant Agreement for five (5) years following final disposition of that property. For purposes of this section, final disposition shall include a return of the property to the WIBBCW. Any property returned to the WIBBCW must be accompanied by all original records or certified copies thereof pertaining to the property.

5.3.4 Retention Period Commencement

The retention date of records shall commence with the termination of this Sub-grant Agreement or any amendment hereto.

5.3.5 Production of Reports and Records

Sub-grantee understands and agrees that when requested, Sub-grantee shall complete and furnish to the WIBBCW all forms, reports, documents, and program/fiscal records, within ten (10) days of said request unless other timeframes are required under this Sub-grant Agreement. Failure to comply with this provision will result in the WIBBCW's withholding the Sub-grantee's reimbursement until such time that the Sub-grantee complies with the WIBBCW's request.

5.4 Enforcement of Sub-grant Agreement Terms

The failure of the WIBBCW to strictly enforce any of the provisions of this Sub-grant Agreement, shall in no way be construed to be a waiver of such provisions or any other provision contained herein nor shall it in any way affect the validity of this Sub-grant Agreement or any part hereof, or waive the right of the WIBBCW to enforce each and every provision herein. The Sub-grantee is responsible for fulfilling all terms and conditions of this Sub-grant Agreement. While the WIBBCW may monitor the Sub-grantee's performance under this Sub-grant Agreement, the Sub-grantee remains solely responsible for its performance. the WIBBCW's monitoring of the Sub-grant Agreement shall not constitute a notice, acceptance waiver or modification of any term or condition. Terms and conditions may only be modified by a written Sub-grant Agreement amendment as specified herein.

5.5 Audit

5.5.1 Governmental, Public and Private-Not-For-Profit Entities Requirement to Audit

- a. Sub-grantee shall provide for the conduct of an external audit of the program funded by this Sub-grant Agreement and any amendments hereto if total aggregate expenditures of federal funds received from any source total seven hundred and fifty thousand dollars (\$750,000.00) or more in any fiscal year. The audit shall be conducted in accordance with the provisions of the Federal Single Audit Act of 1996 and in compliance with State of Ohio requirements, and Federal Office of Management and 2 CFR 200 Part F. In determining the federal awards expended in its fiscal year, Sub-grantee shall consider all sources of federal awards. The determination of amounts of federal awards expended should be in accordance with the guidelines established by 2 CFR 200 Part F as revised.
- b. Audits shall cover the entire recipient organization for the organization's fiscal year. Compliance findings related to Sub-grant Agreements with the WIBBCW shall be based on the Sub-grant Agreement requirements, including any rules, regulations, or statutes referenced in the Sub-grant Agreement. The financial statements shall disclose whether or not the matching requirement was met if a match was required. All questioned costs and liabilities shall be fully disclosed in the audit report with reference to the WIBBCW Sub-grant Agreement involved.

5.5.2 Commercial Entities Requirement to Audit

Commercial organizations receiving in excess of seven hundred and fifty thousand dollars (\$750,000.00) a year in the aggregate of federal grant funds, whether from the WIBBCW or other funding sources, shall conduct a program specific independent financial and compliance audit in accordance with GAAS and the Federal Acquisition Regulations (FAR), or an organization wide audit conducted in accordance with 2 CFR 200 Part F that includes the federal funds received and the program conducted, within its scope.

5.5.3 Reimbursement for Audit Expense

Sub-grantee agrees that although funds might be allocated in their budgets for audit expense, they will not seek reimbursement from the WIBBCW for the costs of any audit in whole or in part, for any fiscal year in which their expenditure of federal funds regardless of the source of receipt of those federal funds does not exceed seven hundred and fifty thousand dollars (\$750,000.00).

5.5.4 Period of Performance

- a. Audits must be conducted, completed, and submitted within thirty (30) days of the receipt of the Audit Report following termination of this Sub-grant Agreement or within nine (9) months after the end of the audit period which ever comes sooner.
- b. Failure to submit an Audit Report, as required, may result in the withholding of payments due Sub-grantee under this or any other Sub-grant Agreement in place with the WIBBCW.

5.5.5 Disallowed and Questioned Costs

- a. Sub-grantee shall be liable to the WIBBCW for any disallowed or questioned costs that Sub-grantee or the WIBBCW incurs as a result of Sub-grantee expending funds in violation of this Sub-grant Agreement or in violation of the appropriate federal, state or local statutes, regulations, rules, policies, or procedures.
- b. Disallowed or questioned costs may be identified through a monitoring report, investigation, review, or audit. Disallowed or questioned costs shall be refunded and promptly repaid to the WIBBCW by Sub-grantee within thirty (30) days of the issuance of the report.

5.5.6 Audit Resolution Procedures

Sub-grantee agrees to be subject to the monitoring, review and audit resolution procedures established by the WIBBCW, the State of Ohio or the applicable federal agency and to cooperate with the WIBBCW in the event that resolution cannot be achieved at the WIBBCW's level.

5.5.7 Deduction from Monies Due Sub-grantee

If this or any other Sub-grant Agreement is in effect at the time of the identification of a questioned or disallowed cost, or a credit that is due the WIBBCW, the WIBBCW may deduct the amount disallowed/questioned from any reimbursements or payments due Sub-grantee.

5.5.8 Failure to Discover

The WIBBCW's failure to either promptly discover or demand prompt payment for questioned or disallowed costs will not relieve Sub-grantee from their obligation to repay the disallowance or questioned cost at the time of identification or demand.

5.5.9 Stand In Costs

Sub-grantee may with the written approval of the WIBBCW and the State of Ohio, substitute allowable uncharged costs or in-kind contributions, made from non-federal sources to support the program funded by this Sub-grant Agreement, to stand in for a disallowed or questioned cost. Such contributions or in-kind payments must have been documented in Sub-grantee's books and records as may be required by the federal rules.

5.5.10 Expiration of the Sub-grant Agreement

The expiration of the Sub-grant Agreement shall not affect the WIBBCW's, the State's, or any applicable federal agency's right to audit, disallow, or question a cost, or Sub-grantee's obligation to repay the cost.

5.5.11 Audit Requirements Upon Dissolution of Sub-grantee's Organization or Termination of Sub-grant Agreement

- a. In the event of the voluntary or involuntary dissolution of Sub-grantee's organization Sub-grantee shall inform the WIBBCW, within twenty-four (24) hours of Sub-grantee's knowledge of its intent to dissolve or of the involuntary dissolution of their organization, and prior to actual dissolution, agrees to allow the WIBBCW to arrange for an immediate audit of Sub-grantee's organization. the WIBBCW may also request or make provisions for the preservation of all records pertaining to the program(s) funded by this Sub-grant Agreement and any amendments hereto so that an immediate audit may be performed.
- b. In the event of the voluntary or involuntary termination of this Sub-grant Agreement for any reason as described in this Sub-grant Agreement Sub-grantee shall allow the WIBBCW to arrange for an immediate audit of Sub-grantee's organization. The WIBBCW may also request that or make provisions for the preservation of all records pertaining to the program(s) funded by

this Sub-grant Agreement and any amendments hereto so that an immediate audit may be performed.

- c. Notice required by this section shall be in writing and in accordance with the Notice provisions contained herein.
- d. If Sub-grantee is requested to provide the WIBBCW with their records or elects to provide the WIBBCW with all its records pertaining to this Sub-grant Agreement or any amendments hereto they shall be delivered to the WIBBCW.

5.6 Amendments

5.6.1 Requests for Amendments

If either Sub-grantee or the WIBBCW wishes to modify, change, or amend this Sub-grant Agreement, the proposed changes shall be submitted to the other party in accordance with the Notice section under this Sub-grant Agreement. No such change shall be effective until approved by the WIBBCW and/or the Sub-grantee and a formal amendment to this Sub-grant Agreement is executed by both parties.

- a. Sub-grantee shall not be permitted to increase staff salaries not already provided for in the budget attached hereto as Exhibit B, add new lines items or make other adjustments to the budget without a prior written Sub-grant Agreement modification request to the WIBBCW.
- b. Sub-grantee shall not make expenditures or otherwise encumber funds prior to execution of a formal amendment.
- c. Where modification requests include changes to the budget the WIBBCW shall evaluate the cost reasonableness of the request and if appropriate justification is provided by Sub-grantee a written amendment shall be executed.

5.6.2 Time for Requesting Amendments

Sub-grantee may request an amendment to their Sub-grant Agreement one (1) time per program year quarter. The deadline for the last request shall be May 15th for each year this Sub-grant Agreement is in effect.

5.6.3 the WIBBCW's Unilateral Rights to Amend

Sub-grantee understands and agrees that the WIBBCW may unilaterally amend this Sub-grant Agreement to conform to changes in any federal or state statute, regulation, or policy which is applicable to the program funded by this Sub-grant Agreement or any amendment hereto.

5.7 Copyrights, Patents, Rights in Data

5.7.1 Non-Exclusive Use and License

- a. Sub-grantee agrees that the WIBBCW, the State, and the federal government shall have a royalty free, non-exclusive, and irrevocable license to reproduce, publish or otherwise use a copyright or patent or rights in data in any work, or invention developed in whole or in part with Sub-grant Agreement funds.
- b. Sub-grantee agrees that the WIBBCW, the State, and the federal government shall have a royalty free and non-exclusive and irrevocable license to reproduce, publish, or otherwise use the copyright or patent or rights in data for any copyright, patent or rights in data that Sub-grantee purchases with Sub-grant Agreement funds.
- c. The WIBBCW may utilize products as described in paragraphs "a" and "b" above in conjunction with fee for service activities developed or operated by the WIBBCW.
- d. Sub-grantee agrees to comply with this section regardless of whether or not a copyright or patent has been secured or applied for in connection with the materials, products, rights in data, intellectual property or other similar materials or part thereof developed in whole or in part with funds made available under this Sub-grant Agreement.
- e. Any breach of this section shall entitle the WIBBCW to damages at least equal to the fair market value of the materials, products, rights in data, intellectual property or other similar materials or part thereof and such other damages including punitive damages as a court may award.

5.7.2 Materials developed and copyrighted with non-Sub-grant Agreement funds but which may be used for this project are not subject to this section.

5.8 WIBBCW Policies and Procedures

Sub-grantee agrees to adhere to all the WIBBCW policies and procedures applicable to the operation of the program.

5.9 Prior Sub-grant Agreements

This document incorporates and includes all prior negotiations, correspondence, conversations, Sub-grant Agreements, and understandings applicable to the matters contained herein and Sub-grantee and the WIBBCW agree that there are no commitments, Sub-grant Agreements or understandings concerning the subject matter of this Sub-grant Agreement that are not contained in this document. Accordingly, Sub-grantee and the WIBBCW, agree that no deviation from the terms hereof shall be predicated upon any prior representations or Sub-grant Agreements, whether oral or written. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed by the Sub-grantee and the WIBBCW.

5.10 Client Confidentiality

- a. Sub-grantee and the WIBBCW agree to share confidential customer and program information as necessary but only within the limits established by federal and state laws and regulations governing confidentiality.
- b. Sub-grantee acknowledges that their employees may receive information obtained from employers, participants and unemployment compensation claimants in the performance of their duties. This information is confidential and Sub-grantee agrees to safeguard the information against unauthorized disclosure.
- c. Sub-grantee shall:
 - i. Maintain the confidentiality of employer, employee and participant information.
 - ii. Identify any and all related information pursuant to state and federal law and regulations. All individuals with access to the described records shall sign Non-Disclosure and Confidentiality Agreements" as may be required by the state.
 - iii. Maintain the confidentiality of individual employer identifiable data. Individual employer identifiable data within the Labor Market Information (LMI) Program is confidential pursuant to Commissioner's Order 3-04 (USDOL). Labor Market Information (LMI) includes data

such as labor force, employment, unemployment, unemployment rates, mass layoffs, employment and wages by industry and occupation, and employment projections. In publishable aggregate form, this data is not confidential. This data is collected and produced through cooperative Sub-grant Agreements with the United States Department of Labor (USDOL), Bureau of Labor Statistics, and ODJFS, Labor Market Statistics. The information is collected under a pledge of confidentiality to employers and must be treated in a manner that will ensure individual identifiable data will be accessible to only authorized persons. No information or records that would reveal the identity of any individual employer should be copied or disclosed to any party other than those authorized by Labor Market Statistics.

5.11 Buy American

Any equipment or goods to be purchased under this Sub-grant Agreement shall be purchased in accordance with the Buy American Act. 41 US Code §§ 8301 through 8303.

5.12 Drug Free Workplace

5.12.1 Sub-grantee certifies that it is in compliance with the Drug Free Workplace Act of 1988 and all state and federal implementing regulations.

5.12.2 Sub-grantee shall not use any of the funds under this sub-grant for any activity that promotes the legalization of any drug or other substance included in schedule I of the schedules of controlled substances established under section 202 of the Controlled Substances Act.

5.12.3 Sub-grantee shall not use any of the funds under sub-grant agreement to purchase sterile needles or syringes for the hypodermic injection of any illegal drug.

5.13 Headings

The headings of the sections of this Sub-grant Agreement are inserted only for the purpose of convenience and reference and shall in no way restrict or otherwise affect the construction of the terms and conditions herein.

5.14 Sub-grant Agreement Term

5.14.1 The term of this Sub-grant Agreement shall begin on January 1, 2022 and shall end on June 30, 2022. The term of this Sub-grant

Agreement may be extended for three additional periods, not to exceed three renewals. Renewal will be at the option of the WIBBCW.

5.14.2 In the event of an extension of this Sub-grant Agreement performance and costs will be re-negotiated at the beginning of each new program year.

5.14.3 All duties, obligations, and responsibilities of Sub-grantee required by this Sub-grant Agreement shall be completed no later than June 30, of the program in which this Sub-grant Agreement is executed. Thereafter if this Sub-grant Agreement is extended all duties, obligations, and responsibilities of Sub-grantee required as a result of any extension shall be completed no later than June 30, of that program year. Time shall be deemed to be of the essence in performing the duties, obligations and responsibilities required by this Sub-grant Agreement.

END OF ARTICLE 5

ARTICLE 6

SCOPE OF WORK

6.0 Program Description

The program to be delivered by Sub-grantee shall focus on 1) reducing the duration of an individual's participation in the unemployment insurance (UI) program through improved employment outcomes and by providing intensive re-employment assistance, 2) Strengthen UI program integrity, 3) Promote alignment with the vision of the Workforce Innovation and Opportunity Act (WIOA); and 4) Establish RESEA as an entry point to other workforce system partners.

6.1 Target Population to be served

6.1.1 UI claimants determined to be most likely to exhaust benefits

6.1.2 Former U.S. military service members receiving Unemployment Compensation for Ex-service Member (UCX) benefits.

6.1.3 Any recipients of regular UI or UCX.

6.2 Participation

6.2.1 Ohio uses a statistical model to score each claimant meeting the requirements for participation in reemployment services. The higher the claimant's score, the more likely that claimant will exhaust UI benefits and need assistance with reemployment. Claimants whose unemployment benefits are based on military wages are given the highest possible score, and when claimant resides in a county that delivers the RESEA program, he/she is automatically selected to participate in the program. Selections are made from the list and will be forwarded to Sub-grantee until the OhioMeansJobs Center reaches capacity.

6.2.2 Sub-grantee shall assure that all RESEA staff review the Program Delivery Guide located on the RESEA innerweb site at <https://jfs.ohio.gov/owd/RESEA.stm> prior to working with claimants.

6.2.3 Once selected, a claimant's participation in RESEA is mandatory unless the claimant establishes that he/she meets the conditions for non-participation Sub-grantee must inform claimants that failure to complete services may affect the claimant's UI benefits.

6.2.4 For the initial RESEA program delivery staff shall assure the selected claimant:

- a. Views an online introduction video, Ohio's Introduction Video
- b. Completes a UI eligibility review that is conducted on a one-on-one basis, which must include review of work search activities, and referral to adjudication when a potential issue is identified;
- c. Is provided customized labor market and career information based on an assessment of the claimant's needs, including information about in-demand occupations
- d. Is enrolled in the Wagner-Peyser Act-Funded Employment Service program;
- e. Receives information and referral to additional reemployment services and other OhioMeansJobs center services, resources, and training, as appropriate; and
- f. Receives an Individualized Opportunity Plan (IOP) jointly developed by the claimant and sub-grantee RESEA staff that identifies the claimant's reemployment goals and determines the combination of services needed for the claimant to reach his/her reemployment goals. The plan may include work search activities, recommendations on accessing services at the OhioMeansJobs center or through self-service tools, and/or training.

6.2.5 At each subsequent RESEA session, sub-grantee staff shall assure that the claimant must at a minimum:

- a. Complete an OhioMeansJobs center orientation (prior to the subsequent RESEA session)
- b. Complete a UI eligibility assessment and a review of the claimant's work search activities to determine if additional assistance may be needed to support the claimant's compliance with the work search requirements and the claimant's return to work at the earliest possible time;
- c. Be provided customized labor market and career information, when claimant changes the type of work he/she is seeking;
- d. Review and revise, when necessary the claimant's IOP;

- e. Schedule the claimant for additional career/reemployment services and/or training, when needed; and
- f. Be referred to Employment Services for follow-up.

6.3 The Schedule for Service Delivery

6.3.1 When selected for the RESEA program, claimants have 21 calendar days to complete the required activities using OhioMeansJobs.com which includes viewing the introduction video, completing the assessment, and scheduling the initial RESEA session. Once the 21 calendar days or end-date has passed, the links within OhioMeansJobs.com for completion of the assessment and scheduling of the initial RESEA appointment are removed from claimant's OhioMeansJobs.com account.

6.3.2 At the conclusion of the initial RESEA session, staff shall be required to schedule the subsequent RESEA session within 10 to 14 business days after completion of the initial RESEA, and no more than 21 business days after completion.

6.3.3 Rescheduling

- a. Sub-grantee shall coordinate with WIBBCW and the OhioMeansJobs Center staff regarding the contact for Claimants who want to reschedule their initial session or subsequent session to assure the request is coordinated with sub-grantee staff.
- b. Sessions may only be rescheduled for good cause, such as a scheduled job interview.
- c. Subgrantee staff shall inform claimants that if the request is for other than a job interview, the claimant must be informed that rescheduling may affect their benefit payments
- d. Sub-grantee staff shall report potential eligibility issues identified as part of rescheduling to the processing center.
- e. Sub-grantee staff have the flexibility to extend the deadline date for completion of RESEA required activities up to the benefit year ending date. When extending the deadline, the new deadline date shall be 21 calendar days from the date of entry and RESEA activities will be available in OhioMeansJobs.com beginning the next calendar day.

- f. Prior to extending the deadline date, staff must determine when the claimant is still required to participate in the program. When the claimant meets the requirements for non-participation or claimant has returned to work since filing for unemployment and worked more than four weeks, extending is not required and the claimant may be advised that he/she is no longer required to participate in the program.

6.3.4 Program staff must assist the claimant in completing the required activities outlined above when:

- a. Claimant is legally prohibited from using a computer.
- b. Claimant has a physical or visual impairment that makes the individual unable to use a computer; or
- c. Claimant has limited ability to read, write, speak, or understand English.

6.4 Exemptions and Waivers from Participation

6.4.1 The following individuals are exempted from participation in RESEA activities

- a. The claimant has completed the same or similar services **within** the prior 12 months. When considering same or similar staff must determine
 - i. Whether services were provided by RESEA staff
 - ii. Whether service were provided by the employer as outplacement services and in such instance determine if the services were the same as those provided through RESEA. Where services were limited such as resume writing assistance only claimant shall not be exempted.
- b. Participants in *The Transition Assistance Program*, (TAP) for military service members and their spouses cannot be exempted from RESEA program services.
- c. Claimants may be exempted if they have a condition lasting more than four consecutive weeks (e.g. ability, availability). No exemption will apply for an on-going eligibility issue until at least four weeks are affected by the issue and weeks are either denied or not claimed.

- d. Claimants may be exempted if they move to an Ohio county that does not deliver the RESEA program or if the claimant moves out of state.
- e. Program staff shall contact their supervisor who shall contact ODJFS via email RESEA@jfs.ohio.gov if they have a question about an exemption or want to request approval for exemption. The email must include the claimant name, claimant ID, and explanation of why the claimant should be exempt. If approved, the RESEA support team will notify the Sub-grantee staff and report the exemption in OWCMS.
- f. Upon state approval sub-grantee RESEA staff may advise the claimant that he/she is no longer required to participate in the program.

6.4.2 Waived from Participation

- a. Claimants with an employer-verified definite return to work date will be waived from participation upon application for UI.
- b. Claimants attending school/approved training, or seeking work through a union hiring hall and provides proof can be waived from participation in RESEA by the ODJFS processing center. Subgrantee staff may not waive the requirement to participate.
- c. Program staff shall contact their supervisor who shall contact ODJFS via email RESEA@jfs.ohio.gov if they have a question about a waiver and the work search assignment is not waived within seven days of the claimant's deadline date. The email must include the claimant name, claimant ID, and explanation of why the claimant should be waived from participation. Once the work search assignment is changed, the ODJFS RESEA support team will notify sub-grantee and report the waiver in OWCMS at which time sub-grantee staff shall advise claimant that he/she is no longer required to participate in the program.

6.5 Data Entry

- 6.5.1 All RESEA services must be entered in Ohio's designated case management system
- 6.5.2 Services must be entered on the date of the session or at the time the service is scheduled/completed.

- 6.5.3 Staff shall document claimants indicating to staff that they returned to work or will return to work within four weeks of the scheduled appointment or deadline to complete RESEA activities. Documentation shall include the employer name, address, name of contact person (for agency's verification purposes), the contact's phone number, position/job title, rate of pay, and the employment start date. This information shall also be provided to the state Processing Center by sub-grantee program staff.
- 6.5.4 Sub-grantee must retain the records for five (5) years or make provisions with WIBBCW for storage of the records in the Record Center.
- 6.5.5 Sub-grantee must coordinate with the WIBBCW OhioMeansJobs Centers for the retention of session folders created by Sub-grantee program staff in their offices or in the centers for one year, and then forward the folder to the Records Center for retention for four years. The folders must include:
 - a. OMJ Center Sign-In Sheets
 - b. Workshop Attendance Sheets
 - c. Job Contacts
 - d. Resumes
- 6.5.6 Subgrantee staff must report claimant outcomes for anyone not exempted, waived or whose claim was disallowed. Reported outcomes are:
 - a. Completed
 - b. Failed to schedule one-on-one assessment (or initial RESEA)
 - c. Failed to report to scheduled one-on-one assessment (or initial RESEA)
 - d. Failed to report to scheduled follow-up (or subsequent RESEA).

6.6 Staffing

- 6.6.1 Sub-grantee shall hire five individuals to provide the services described herein.

- 6.6.2 Staff will be housed in the OMJ Centers in the 3 counties comprising Workforce Area 12.
- 6.7 Sub-grantee shall be subject to monitoring by ODJFS and shall take such corrective action as directed.
- 6.8 RESEA is subject to the priority as described in the Jobs for Veterans Act (Public Law 107-288)

END OF ARTICLE 6

THE WORKFORCE INVESTMENT BOARD
BUTLER CLAREMONT WARREN
(WIBBCW)

SUBGRANT RECIPIENT AGREEMENT MODIFICATION

MODIFICATION NUMBER 1

ORGANIZATION: **JOBWORKS, INC. D/B/A JOBWORKS EDUCATION AND
TRAINING SYSTEMS**

DATE: APRIL 19, 2022

Modification to Agreement Number: JobWorks 2021-2022 Agreement

This Form 100 Modification provides for the below listed modifications to Agreement
Number JobWorks 2021-2022 Agreement

1. The above captioned sub-grant agreement is amended to delete the word: Broward
wherever it appears in the sub-grant agreement and shall be replaced with the
words Butler, Clermont & Warren.
2. All other terms and conditions of the above captioned sub-grant agreement remain
unchanged.

AUTHORIZED SIGNATURE FOR PROVIDER:

Thomas Kavanagh
TOM KAVANAGH – JOBWORKS, INC. DBA
JOBWORKS EDUCATION & TRAINING SYSTEMS

04-20-2022
DATE

APPROVED FOR WIBBCW BY:

Becky Ehling - Interim Exec Dir.
BECKY EHLING – INTERIM EXECUTIVE
DIRECTOR

04-19-2022
DATE

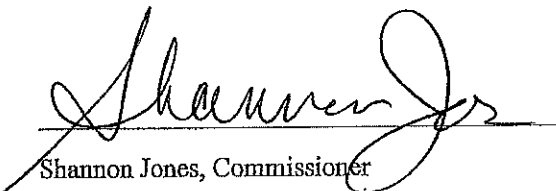
This Form is to be used for Modifications which do not increase the amount of the Sub-grant Agreement
award. It is for the purpose of changing a term or condition agreed to by both parties or to move funds in
the budget from one line item to another. Include the reasons for the modification and list the budget
transfers requested as appropriate along with a new Budget Forms so if the request is approved the
Fiscal Agent can work from the new budget when approving payments.

FISCAL AGENT EXECUTION

The Warren County Board of County Commissioners executes this agreement in its capacity as Fiscal Agent as agreed and memorialized in paragraph IV(a) of the Area 12 Intergovernmental Agreement between Butler, Warren, and Clinton counties. As Fiscal Agent, Warren County Board of County Commissioners is not responsible for performance of any aspect to this agreement nor bound by its terms.


Warren County Board of County Commissioners

David Young, Commissioner


Shannon Jones, Commissioner

Thomas Grossman, Commissioner

Approved as to form:


Warren County Prosecuting Attorney

EXECUTION PAGE
Page 1 of 2 Signatory Pages

In witness whereof, the parties acknowledged below have executed this Contract as of the day and year January 1, 2022.

THIS SUB-GRANT AGREEMENT, is entered into this 10 day of may, 2022, by and between The WORKFORCE DEVELOPMENT BOARD OF BUTLER|CLERMONT|WARREN, Sub-grantor (hereinafter referred to as the WIBBCW), having its principle office at , 406 Justice Drive, Lebanon, Ohio 45036, and JOBWORKS, INC. D/B/A JOBWORKS EDUCATION AND TRAINING SYSTEMS (hereinafter referred to as SUB-GRANTEE), existing under and by virtue of the laws of the State of Indiana as a for profit corporation, having its principal office at 7230 Engle Rd. Suite 213, Fort Wayne, IN 46804.

JOBWORKS, INC. D/B/A JOBWORKS EDUCATION AND TRAINING SYSTEMS
7230 Engle Rd. Suite 213, Fort Wayne, IN 46804.



Tom Kavanagh

Chief Operating Officer

Title

Resolution

Number 22-0676

Adopted Date May 10, 2022

APPROVE AMENDMENT TO CONTRACT FOR PROFESSIONAL SERVICES AGREEMENT WITH WORKING PARTNERS SYSTEMS, INC AND THE WORKFORCE DEVELOPMENT BOARD OF OHIO'S 12TH LOCAL WORKFORCE DEVELOPMENT AREA

WHEREAS, By Resolution 21-1125, WIBBCW entered into a Professional Service Agreement with Working Partners Systems, Inc. to provide Professional Services for the Area 12 Workforce Development Board; and

WHEREAS, By Resolution 12-1617 the Board of County Commissioners and Working Partners mutually agree to amend said services as outlined in Attachment A, Scope of Work Change Order; and

WHEREAS, By Resolution 22-0024 the Board of County Commissioners and Working Partners mutually agree to amend said services as outlined in Attachment B, Scope of Work Change Order; and

WHEREAS, the Board of County Commissioners and Working Partners mutually agree to amend the said services for a project delivery date of June 30, 2022, as outlined in in Attachment B, Change Order/Agreement to update Statement of Work 12/06/2021; and

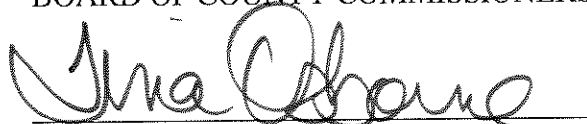
NOW THEREFORE BE IT RESOLVED, that the Board of Warren County Commissioners, on behalf of the Area 12 Workforce Development Board, does hereby approve the amendment to the contract between BCW/Workforce and Working Partner's attached hereto and made a part hereof.

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

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

Resolution adopted this 10th day of May 2022.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: c/a – Working Partners Systems, Inc
Area 12 Workforce Development Board (file)



**Area 12 Workforce Development Board
Change Order/Agreement to update Statement of Work
04/20/2021**

This Change Order is made effective by and between *Working Partners*® and the Area 12 Workforce Investment Board of Butler, Clermont and Warren counties. This Change Order shall be conducted according to the provisions set forth and including those provisions from the original Statement of Work signed on October 7, 2020, and the change order signed on December 7, 2021.

There will be **NO COST ADJUSTMENT** associated with this change order.

CURRENT DELIVERABLE

IV. 1:1 Policy Development <i>Projected delivery - by June 30, 2022</i>	
GOALS: 1. Educate employers on current drug issues impacting business operations 2. Address operational issues related to running an efficient and effective DFWP program 3. Review DFWP best practices 4. Educate employers about addiction, stigma and best-practice second chance operations 5. Customize legally-sound DFWP policy documents for each participating company 6. Provide DFWP technical assistance (via telephone) to each company for one year following the workshop	
<i>Working Partners</i> ® Deliverables	Board Responsibilities
1. 1:1 telephone consultation (up to 4 hours per company) with each business (up to 5 businesses total) to provide education and customize DFWP policy documents 2. Customized and legally-sound DFWP documents for up to 5 companies, co-authored by the law firm Littler-Mendelson, the largest U.S.-based law firm exclusively devoted to representing management in employment, employee benefits and labor law matters 3. Handouts and resources for participants 4. 1 year of one-on-one technical assistance and troubleshooting to each participating organization via a consortium membership	1. Partner with local employer-centered organizations (e.g., chambers of commerce, economic development, community colleges, etc.) to promote opportunity to companies



ADJUSTED DELIVERABLE

IV. 1:1 Policy Development & Protocol Packages
Projected delivery - by June 30, 2022

GOALS:

1. Educate employers on current drug issues impacting business operations
2. Address operational issues related to running an efficient and effective DFWP program
3. Review DFWP best practices
4. Educate employers about addiction, stigma and best-practice second chance operations
5. Customize legally-sound DFWP policy documents for each participating company
6. Provide DFWP technical assistance (via telephone) to each company for one year following the workshop
7. Provide area businesses with practical and operational resources to help address common alcohol and other drug situations related to employees (including those in recovery) — like having suspicion that an employee is under the influence and intervening with an employee's misuse of prescription drugs

<i>Working Partners® Deliverables</i>	<i>Board Responsibilities</i>
<ol style="list-style-type: none"> 1. 1:1 telephone consultation (up to 4 hours) with one business (General Data) to provide education and customize DFWP policy documents – IN PROCESS 2. Customized and legally-sound DFWP documents for a company, co-authored by the law firm Littler-Mendelson, the largest U.S.-based law firm exclusively devoted to representing management in employment, employee benefits and labor law matters - IN PROCESS 3. Handouts and resources for participants - IN PROCESS 4. 1 year of one-on-one technical assistance and troubleshooting to the participating organization via a consortium membership - IN PROCESS 5. Twenty-five (25) coupon codes to distribute to businesses to enable them to download a free <i>Working Partners®</i> Protocol Package(s)* 6. Resources to advertise the availability of the Protocol Packages <ul style="list-style-type: none"> ▪ Informational flyer for hard-copy or digital distribution ▪ Newsletter article ▪ Five (5) social media posts 	<ol style="list-style-type: none"> 1. Partner with local employer-centered organizations (e.g., chambers of commerce, economic development, community colleges, etc.) to promote opportunity to companies <p>For the Protocol Packages</p> <ol style="list-style-type: none"> 2. Promote and distribute coupon codes to employers



CURRENT/ADJUSTED DELIVERABLE (only date was adjusted)

VI. New 25 – 30-minute Course for Job Seekers Entering a Drug-Free Workplace <i>Projected delivery - by June 30, 2022</i> Work Made for Hire	
<p>GOALS:</p> <ol style="list-style-type: none"> 1. Educate job seekers about substance misuse and substance use disorder 2. Prepare job seekers for applying to and working in a drug-free workplace 3. Linking job seekers to helping resources as needed 	
<i>Working Partners® Deliverables</i>	<i>Board Responsibilities</i>
<ol style="list-style-type: none"> 1. Same script to use in developing welcome video 2. Alpha version of course for feedback 3. Beta version of course for feedback 4. Zip file of finished product for integration into the client's designated website (i.e., 25 – 30-minute course with downloadable resources) <p><i>*Licenses for licensed assets (e.g., stock graphics, music, professional voice over recordings) do not transfer to Client</i></p> <p>NOTES:</p> <ul style="list-style-type: none"> • Credits to Working Partners® will appear in final course and credits • Closed captioning is not included in this list of deliverables. If closed captioning is needed, additional costs will be quoted. 	<ol style="list-style-type: none"> 1. Identify primary point of contact who will take responsibility for tasks (e.g., gather and compile course feedback during development) 2. Provide email address and website address for "contact us" section of course 3. Appropriate sponsor/funder logos and branding specifications 4. Create welcome video to post with course 5. Provide input on welcome script for introduction to course 6. Provide feedback as requested within pre-determined timeframe (e.g., selection of voiceover talent, script; alpha and beta versions of the course) <p><i>Additional comments may be added, but core script must be read to match onscreen verbiage/images in course.</i></p>

***About the Protocol Packages:**

Working Partners® Protocol Packages* provide HR and management teams with an instructional video, written procedures and resources (e.g., flowcharts and forms) to help address common drug-free workplace situations — like having suspicion that an employee is under the influence, not knowing when or how to intervene in an employee's use of prescription drugs.

These topic-specific packages help take the guesswork out of confusing drug-responsible workplace issues. There are two packages available, *HELP! I think my employee's under the influence: The Do's and Don'ts of Reasonable Suspicion* and *Can my employee take that? The Do's and Don'ts of Medication Use at Work*, which will help employers answer questions like

- What steps should be taken if an employee is suspected of being under the influence of a substance?
- What are relevant employee and employer issues when it comes to prescription medication use in the workplace?
- How should we respond to a tip about an employee's suspected substance use on the job?
- How can we ensure supervisors are responding to situations consistently?



Each Protocol Package includes a 20-minute, informational video on the package topic and instructions on using the downloadable forms and customizable documents. Employers given a coupon code by Area 12 will be able to access and download the packages until December 31, 2022.

**Protocol Packages are for informational purposes only and not for the purpose of providing legal or medical advice. It should not be used as a substitute for consultation with a legal or medical professional or other competent advisors. Employers are encouraged to contact a licensed attorney to obtain advice with respect to any legal issue regarding utilizing this package or regarding any situation that's specific to their business.*

For Workforce Investment Board | Butler-Clermont-Warren

Date: 5/3/22

Name (Please Print): Becely Ehling

Signature: Becely Ehling - Exec Dir (Interim)

For Working Partners®:

Date: 4/20/22

Name (Please Print): JAMES DIEHM

Signature: James Diehm

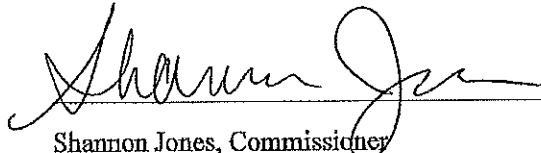
FISCAL AGENT EXECUTION

The Warren County Board of County Commissioners executes this agreement in its capacity as Fiscal Agent as agreed and memorialized in paragraph IV(a) of the Area 12 Intergovernmental Agreement between Butler, Warren, and Clinton counties. As Fiscal Agent, Warren County Board of County Commissioners is not responsible for performance of any aspect to this agreement nor bound by its terms.

Warren County Board of County Commissioners



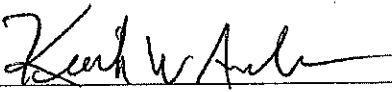
David Young, Commissioner



Shannon Jones, Commissioner

Thomas Grossman, Commissioner

Approved as to form:



Warren County Prosecuting Attorney

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 22-0677

Adopted Date May 10, 2022

ACKNOWLEDGE PAYMENT OF BILLS

BE IT RESOLVED, to acknowledge payment of bills from 4/26/22, 4/28,22, 5/3/22 and 5/5/22, as attached hereto and made a part hereof.

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

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

Resolution adopted this 10th day of May 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/tao

cc: Auditor ✓

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 22-0678

Adopted Date May 10, 2022

ACKNOWLEDGE RECEIPT OF APRIL 2022 FINANCIAL STATEMENT

BE IT RESOLVED, to acknowledge receipt of the April 2022 County Financial Statement for Funds #1101 through #6650; as attached hereto and made a part hereof.

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

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

Resolution adopted this 10th day of May 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor (file)
S. Spencer
Tina Osborne

Financial Statement for 2022 Period 04



FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
1101	GENERAL FUND	70,128,470.87	7,388,528.56	7,609,213.50	69,907,785.93	273,826.91	70,181,612.84
2201	SENIOR CITIZENS SERVICE LEVY	11,105,965.13	0.00	443,933.08	10,662,032.05	436,433.08	11,098,465.13
2202	MOTOR VEHICLE	7,516,867.84	1,207,737.28	470,008.61	8,254,596.51	25,105.40	8,279,701.91
2203	HUMAN SERVICES	213,742.02	253,123.01	318,117.89	148,747.14	5,225.71	153,972.85
2204	COVID19 EMERGENCY RENTAL ASSIS	6,442,627.20	0.00	306,455.80	6,136,171.40	174,090.90	6,310,262.30
2205	BOARD OF DEVELOPMENTAL DISABIL	38,786,310.12	7,601,840.62	5,386,762.95	41,001,387.79	3,697,210.62	44,698,598.41
2206	DOG AND KENNEL	927,943.46	26,533.55	35,901.98	918,575.03	184.50	918,759.53
2207	LAW LIBRARY RESOURCES FUND	102,861.75	29,946.28	35,202.82	97,605.21	28,441.21	126,046.42
2208	CO&TRANSIT MEDICAID SALES TAX	835,463.72	0.00	0.00	835,463.72	0.00	835,463.72
2209	BOE ELECTIONS SECURITY GRANTS	0.00	0.00	0.00	0.00	0.00	0.00
2210	LOCAL CORONAVIRUS RELIEF FUND	0.00	0.00	0.00	0.00	0.00	0.00
2211	LOCAL FISCAL RECOVERY FUND	9,520,148.02	-76,434.44	2,324.44	9,441,389.14	0.00	9,441,389.14
2212	ONEOHIO OPIOID SETTLEMENT FUND	0.00	0.00	0.00	0.00	0.00	0.00
2215	VETERAN'S MEMORIAL	6,899.34	0.00	0.00	6,899.34	0.00	6,899.34
2216	RECORDER TECH FUND 317.321	455,694.98	11,235.25	5,257.86	461,672.37	0.00	461,672.37
2217	BOE TECHNOLOGY FUND 3501.17	1,833,096.19	0.00	0.00	1,833,096.19	0.00	1,833,096.19
2218	COORDINATED CARE	679,820.24	1,975.00	54,035.80	627,759.44	1,400.00	629,159.44
2219	WIRELESS 911 GOVERNMENT ASSIST	410,808.93	20,486.20	19,019.36	412,275.77	0.00	412,275.77
2220	CP INDIGENT DRVR INTRLK/MONITG	9,482.22	315.26	0.00	9,797.48	0.00	9,797.48
2221	CC/MC INDIGENT DRIVER INTERLOC	121,389.92	1,191.54	5,077.80	117,503.66	4,354.00	121,857.66
2222	JUV INDIGENT DRIVER INTERLOCK	2,211.32	0.00	0.00	2,211.32	0.00	2,211.32
2223	PROBATE/JUVENILE SPECIAL PROJ	286,007.84	3,494.55	0.00	289,502.39	0.00	289,502.39
2224	COMMON PLEAS SPECIAL PROJECTS	239,560.67	6,327.00	4,000.00	241,887.67	1,500.00	243,387.67
2227	PROBATION SUPERVISION 2951.021	762,008.10	8,391.50	11,073.49	759,326.11	1,900.00	761,226.11
2228	MENTAL HEALTH GRANT	130,009.69	0.00	220.00	129,789.69	220.00	130,009.69
2229	MUNICIPAL MOTOR VEH PERMIS TAX	2,755,132.36	50,118.54	0.00	2,805,250.90	0.00	2,805,250.90
2231	CO LODGING ADD'L 1%	69,446.15	97,489.20	69,446.15	97,489.20	0.00	97,489.20

Financial Statement for 2022 Period 04



FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
2232	COUNTY LODGINGS TAX (FKA 7731)	208,338.16	292,570.86	208,338.16	292,570.86	11.43	292,582.29
2233	DOMESTIC SHELTER	7,577.00	3,634.00	0.00	11,211.00	0.00	11,211.00
2237	REAL ESTATE ASSESSMENT	7,098,572.02	1,511,855.54	68,861.84	8,541,565.72	625.08	8,542,190.80
2238	WORKFORCE INVESTMENT BOARD	106,919.43	222,955.01	192,902.85	136,971.59	60,654.67	197,626.26
2243	JUVENILE GRANTS	341,544.90	0.00	0.00	341,544.90	0.00	341,544.90
2245	CRIME VICTIM GRANT FUND	23,005.48	4,096.60	5,392.93	21,709.15	99.63	21,808.78
2246	JUVENILE INDIGENT DRIVER ALCOH	20,909.79	138.05	0.00	21,047.84	0.00	21,047.84
2247	FELONY DELINQUENT CARE/CUSTODY	411,957.73	0.00	113,787.25	298,170.48	121.95	298,292.43
2248	TAX CERTIFICATE ADMIN FUND	28,280.49	32.21	204.00	28,108.70	0.00	28,108.70
2249	DTAC-DELINQ TAX & ASSESS COLLE	577,699.63	239,345.50	24,362.81	792,682.32	182.61	792,864.93
2250	CERT OF TITLE ADMIN FUND	3,322,859.07	239,379.57	114,710.53	3,447,528.11	6,382.12	3,453,910.23
2251	COAP GRANT - OPIOD ABUSE PROG	0.00	0.00	0.00	0.00	0.00	0.00
2252	WC TECHNOLOGY CRIMES UNIT	0.00	0.00	0.00	0.00	0.00	0.00
2253	COUNTY COURT PROBATION DEPT	0.00	0.00	0.00	0.00	0.00	0.00
2254	CCMEP/TANF	31,030.66	55,000.00	24,408.84	61,621.82	1,744.81	63,366.63
2255	MUNICIPAL VICTIM WITNESS FUND	114,580.29	0.00	9,604.94	104,975.35	0.00	104,975.35
2256	WARREN COUNTY SOLID WASTE DIST	1,172,083.96	17,640.93	14,764.84	1,174,960.05	229.84	1,175,189.89
2257	OHIO PEACE OFFICER TRAINING	80,097.00	47,947.32	0.00	128,044.32	0.00	128,044.32
2258	WORKFORCE INVESTMENT ACT FUND	95,686.85	55,171.34	114,677.32	36,180.87	18,316.00	54,496.87
2259	JTPA	1,675.19	0.00	0.00	1,675.19	0.00	1,675.19
2260	OHIO WORKS INCENTIVE PROGRAM	0.00	0.00	0.00	0.00	0.00	0.00
2261	PASS THROUGH GRANTS	200.01	0.00	0.00	200.01	0.00	200.01
2262	COMMUNITY CORRECTIONS MONITORI	766,646.68	32,258.03	23,869.40	775,035.31	1,830.00	776,865.31
2263	CHILD SUPPORT ENFORCEMENT	987,936.61	579,617.28	300,917.62	1,266,636.27	705.37	1,267,341.64
2264	EMERGENCY MANAGEMENT AGENCY	324,307.22	0.00	21,661.25	302,645.97	0.00	302,645.97
2265	COMMUNITY DEVELOPMENT	527,992.90	38,400.00	9,846.97	556,545.93	0.00	556,545.93
2266	COMM DEV-ENT ZONE MONITOR FEES	113,063.00	0.00	0.00	113,063.00	0.00	113,063.00

Financial Statement for 2022 Period 04



FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
2267	LOEB FOUNDATION GRANT	23,502.75	0.00	0.00	23,502.75	0.00	23,502.75
2268	INDIGENT GUARDIANSHIP FUND	247,763.66	2,970.00	0.00	250,733.66	0.00	250,733.66
2269	INDIGENT DRIVER ALCOHOL TREATM	683,757.58	7,787.66	0.00	691,545.24	0.00	691,545.24
2270	JUVENILE TREATMENT CENTER	307,695.92	257,806.43	145,393.44	420,108.91	361.88	420,470.79
2271	DTAC-PROSECUTOR ORC 321.261	139,617.71	236,888.50	20,818.54	355,687.67	75.00	355,762.67
2272	CP INDIGENT DRVR ALC TREATMT	43,931.99	0.00	0.00	43,931.99	0.00	43,931.99
2273	CHILDREN SERVICES	10,112,858.02	766,223.61	682,856.67	10,196,224.96	230,665.59	10,426,890.55
2274	COUNTY COURT COMPUTR 1907.261A	74,283.72	1,287.00	58.32	75,512.40	0.00	75,512.40
2275	COUNTY CRT CLK COMP 1907.261B	45,355.90	3,266.00	0.00	48,621.90	0.00	48,621.90
2276	PROBATE COMPUTER 2101.162	93,781.76	714.00	837.13	93,658.63	837.13	94,495.76
2277	PROBATE CLERK COMPUTR 2101.162	257,599.01	2,380.00	0.00	259,979.01	0.00	259,979.01
2278	JUVENILE CLK COMPUTR 2151.541	35,209.54	1,334.55	0.00	36,544.09	0.00	36,544.09
2279	JUVENILE COMPUTER 2151.541	44,004.15	400.43	0.00	44,404.58	0.00	44,404.58
2280	COMMON PLEAS COMPUTER 2303.201	71,250.74	1,098.00	0.00	72,348.74	0.00	72,348.74
2281	DOMESTIC REL COMPUTER 2301.031	10,094.60	1,227.00	0.00	11,321.60	0.00	11,321.60
2282	CLERK COURTS COMPUTER 2303.201	139,433.22	6,523.00	0.00	145,956.22	0.00	145,956.22
2283	COUNTY CT SPEC PROJ 1907.24B1	1,974,871.82	23,314.41	19,026.69	1,979,159.54	330.29	1,979,489.83
2284	COGNITIVE INTERVENTION PROGRAM	418,296.61	6,536.50	2,385.30	422,447.81	1,200.00	423,647.81
2285	CONCEALED HANDGUN LICENSE	809,742.58	7,990.00	8,457.95	809,274.63	185.98	809,460.61
2286	SHERIFF-DRUG LAW ENFORCEMENT	9,859.11	74.00	398.21	9,534.90	2,554.72	12,089.62
2287	SHERIFF-LAW ENFORCEMENT TRUST	113,700.85	81,709.49	2,356.74	193,053.60	223.60	193,277.20
2288	COMM BASED CORRECTIONS DONATIO	8,020.41	0.00	403.40	7,617.01	403.40	8,020.41
2289	COMMUNITY BASED CORRECTIONS	378,834.14	162,675.00	74,740.08	466,769.06	8,005.11	474,774.17
2290	HAZ MAT EMERG PLAN SPEC FUND	4.48	0.00	0.00	4.48	0.00	4.48
2291	SHERIFF-D.A.R.E. PROGRAM	1,436.14	0.00	0.00	1,436.14	0.00	1,436.14
2292	TRAFFIC SAFETY PROGRAM-SHERIFF	0.00	0.00	0.00	0.00	0.00	0.00
2293	SHERIFF GRANTS	13,082.00	0.00	0.00	13,082.00	0.00	13,082.00

Financial Statement for 2022 Period 04



FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
2294	SHERIFF DARE LAW ENFORC GRANT	30,679.91	10,846.65	0.00	41,526.56	0.00	41,526.56
2295	TACTICAL RESPONSE UNIT	18,384.42	0.00	0.00	18,384.42	0.00	18,384.42
2296	COMP REHAB DWNPMT ASST COMMDEV	47,144.73	0.00	0.00	47,144.73	0.00	47,144.73
2297	ENFORCEMENT & EDUCATION 4511.19G5A	132,108.43	1,110.00	0.00	133,218.43	0.00	133,218.43
2298	REHAB INC FUNDS	72,376.74	0.00	0.00	72,376.74	0.00	72,376.74
2299	COUNTY TRANSIT	1,233,389.22	9,094.60	88,779.99	1,153,703.83	69,819.19	1,223,523.02
3327	BOND RETIREMENT SPECIAL ASSMT	40,472.72	72,838.32	0.00	113,311.04	0.00	113,311.04
3360	STATE OPWC LOAN	112,715.70	0.00	0.00	112,715.70	0.00	112,715.70
3368	2013 RADIO SYSTEM BONDS	919,253.75	0.00	0.00	919,253.75	0.00	919,253.75
3384	TAX INCREMENT FINANCING - P&G	441,999.78	0.00	0.00	441,999.78	0.00	441,999.78
3393	RID BOND GREENS OF BUNNEL	2,887,063.38	312,490.98	3,566.04	3,195,988.32	0.00	3,195,988.32
3395	JAIL BONDS 2019	5,047,754.09	0.00	0.00	5,047,754.09	0.00	5,047,754.09
4401	COUNTY WIDE FINANCIAL SOFTWARE	212,155.46	0.00	0.00	212,155.46	0.00	212,155.46
4430	DEFAULTED SUBDIVISION SPEC ASM	399,158.40	0.00	0.00	399,158.40	0.00	399,158.40
4431	SOCIALVILLEFOSTERSBRIDGE&WALL	0.00	0.00	0.00	0.00	0.00	0.00
4432	EDWARDSVILLE ROAD BRIDGE	6,229.04	0.00	0.00	6,229.04	0.00	6,229.04
4433	MIDDLEBORO RD BRIDGE REHAB	0.00	0.00	0.00	0.00	0.00	0.00
4434	LIBERTY WAY/MASON RD TURN LANE	0.00	0.00	0.00	0.00	0.00	0.00
4435	STROUT RD BRIDGE 207-0.02	0.00	0.00	0.00	0.00	0.00	0.00
4436	ZOAR RD IMPROVEMENT PROJECT	0.00	0.00	0.00	0.00	0.00	0.00
4437	KING AVE BRIDGE PROJECT	800,841.09	332,913.39	124,851.35	1,008,903.13	113,319.00	1,122,222.13
4438	NB COLUMBIA/3C RIGHT TURN LN	317,730.50	0.00	14,206.50	303,524.00	0.00	303,524.00
4439	VARIOUS WATER ASSESSMENT PROJE	0.00	0.00	0.00	0.00	0.00	0.00
4449	VARIOUS SEWER ASSESSMENT PROJE	0.00	0.00	0.00	0.00	0.00	0.00
4450	ESTATES OF KEEVER CREEK ROAD P	0.00	0.00	0.00	0.00	0.00	0.00
4451	ROAD INFRASTRUCTURE	21,050,000.00	0.00	0.00	21,050,000.00	0.00	21,050,000.00
4453	OLD 122 & TWP LINE RD ROUNDABO	0.00	0.00	0.00	0.00	0.00	0.00

Financial Statement for 2022 Period 04



FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
4454	FIELDS-ERTEL RD IMPROV PROJ	401,130.57	0.00	28,330.50	372,800.07	0.00	372,800.07
4455	PHASE II ROAD RESURFACING	0.00	0.00	0.00	0.00	0.00	0.00
4463	FIELDS-ERTEL AND COLUMBIA ROAD	0.00	0.00	0.00	0.00	0.00	0.00
4467	COUNTY CONST PROJECTS	5,407,997.08	0.00	223,317.38	5,184,679.70	8,901.02	5,193,580.72
4479	AIRPORT CONSTRUCTION	982,532.28	0.00	24,100.00	958,432.28	0.00	958,432.28
4484	P&G TIF ROAD CONSTRUCTION	0.00	1,807,107.80	18,745.09	1,788,362.71	0.00	1,788,362.71
4485	MIAMI VALLEY GAMING TIF	1,059,352.58	567,854.43	864,493.00	762,714.01	0.00	762,714.01
4489	TOWNE CENTER BLVD EXTENSION	0.00	0.00	0.00	0.00	0.00	0.00
4492	COMMUNICATION PROJECTS	4,212,752.48	0.00	27,129.54	4,185,622.94	27,129.54	4,212,752.48
4493	REDEVELOPMENT TAX EQUIV FUND	371,908.31	0.00	1,826.41	370,081.90	0.00	370,081.90
4494	COURTS BUILDING	7,819,550.89	0.00	68,751.33	7,750,799.56	0.00	7,750,799.56
4495	JAIL CONSTRUCTION SALES TAX	8,315,783.75	913,609.14	1,802,254.42	7,427,138.47	18,172.71	7,445,311.18
4496	JUVENILE DETENTION ADDN & RENO	245,190.94	0.00	0.00	245,190.94	0.00	245,190.94
4497	JAIL CONSTRUCTION & REHAB	9,961,558.75	0.00	0.00	9,961,558.75	0.00	9,961,558.75
4498	COUNTY FAIRGROUNDS CONSTRUCTN	0.00	0.00	0.00	0.00	0.00	0.00
4499	JUVENILE/PROBATE CT EXPANSION	472,507.59	0.00	0.00	472,507.59	0.00	472,507.59
5510	WATER REVENUE	32,666,689.97	1,432,416.99	4,291,860.72	29,807,246.24	117,419.49	29,924,665.73
5574	LOWER LITTLE MIAMI WASTEWATER	0.00	0.00	0.00	0.00	0.00	0.00
5575	SEWER CONST PROJECTS	957,193.82	381,783.56	45,032.73	1,293,944.65	6,051.20	1,299,995.85
5580	SEWER REVENUE	31,914,189.58	1,465,202.87	1,002,647.04	32,376,745.41	207,146.36	32,583,891.77
5581	SEWER IMPROV-WC VOCATIONAL SCH	262,149.28	0.00	0.00	262,149.28	0.00	262,149.28
5583	WATER CONST PROJECTS	4,007,500.53	3,368,243.10	1,860,035.88	5,515,707.75	44,735.25	5,560,443.00
5590	STORM WATER TIER 1	86,690.65	173,012.75	130,163.39	129,540.01	0.00	129,540.01
6619	VEHICLE MAINTENANCE ROTARY	178,927.72	38,132.00	29,879.04	187,180.68	9,557.95	196,738.63
6630	SHERIFF'S POLICING REVOLV FUND	429,386.68	1,105,804.46	521,717.10	1,013,474.04	0.00	1,013,474.04
6631	COMMUNICATIONS ROTARY	309,831.72	25,940.97	388.65	335,384.04	213.65	335,597.69
6632	HEALTH INSURANCE	2,732,326.60	1,222,468.85	915,943.90	3,038,851.55	94,756.81	3,133,608.36

Financial Statement for 2022 Period 04



FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
6636	WORKERS COMP SELF INSURANCE	1,930,741.22	11.44	23,411.74	1,907,340.92	8,944.04	1,916,284.96
6637	PROPERTY & CASUALTY INSURANCE	360,322.90	307,428.00	324,178.00	343,572.90	324,178.00	667,750.90
6650	GASOLINE ROTARY	150,292.15	101,524.78	106,946.69	144,870.24	36,420.05	181,290.29
7707	P.E.R.S. ROTARY	2,717.01	0.00	0.00	2,717.01	0.00	2,717.01
7708	TOWNSHIP FUND	0.00	23,180,201.49	23,180,201.49	0.00	0.00	0.00
7709	CORPORATION FUND	5,291.05	11,483,169.89	11,482,292.90	6,168.04	5,291.05	11,459.09
7713	WATER-SEWER ROTARY FUND	195,989.70	3,121,742.96	2,966,705.11	351,027.55	152,928.72	503,956.27
7714	PAYROLL ROTARY	338,246.01	4,628,874.25	3,909,046.15	1,058,074.11	111,962.51	1,170,036.62
7715	NON PARTICIPANT ROTARY	13,129.44	5,435.28	4,633.92	13,930.80	4,633.92	18,564.72
7716	SCHOOL	0.00	68,717,383.17	68,717,383.17	0.00	0.00	0.00
7717	UNDIVIDED GENERAL TAX	133,718,321.94	1,734,944.52	124,538,593.55	10,914,672.91	38,634.91	10,953,307.82
7718	TANGIBLE PERSONAL PROPERTY.	0.00	0.00	0.00	0.00	0.00	0.00
7719	TRAILER (LIKE REAL ESTATE) TAX	80,758.02	3,029.88	74,268.80	9,519.10	0.00	9,519.10
7720	LOCAL GOVERNMENT FUND	0.00	346,725.73	346,725.73	0.00	0.00	0.00
7721	SPECIAL DISTRICTS	0.00	755,901.47	755,901.47	0.00	9,013.25	9,013.25
7722	CIGARETTE LICENSE TAX	180.94	7,875.00	0.00	8,055.94	0.00	8,055.94
7723	GASOLINE TAX	0.00	449,809.95	449,809.95	0.00	0.00	0.00
7724	WC PORT AUTHORITY FUND	137,510.55	293,906.91	0.00	431,417.46	0.00	431,417.46
7725	UNDIVIDED WIRELESS 911 GOV ASS	19,455.10	40,972.42	39,941.30	20,486.22	0.00	20,486.22
7726	MOTOR VEHICLE LICENSE TAX	0.00	1,068,827.62	1,068,827.62	0.00	0.00	0.00
7727	RE RATE CORRECT/REFUNDS	0.00	0.00	0.00	0.00	0.00	0.00
7728	TREASURER TAX REFUNDS	46,564.76	3,048.01	46,583.24	3,029.53	32,067.97	35,097.50
7729	CORONAVIRUS RELIEF DIST FUND	0.00	0.00	0.00	0.00	0.00	0.00
7731	COUNTY LODGING TAX	0.00	0.00	0.00	0.00	0.00	0.00
7734	REAL ESTATE ADVANCE PAYMENT	9,333.63	0.00	0.00	9,333.63	0.00	9,333.63
7740	TRAILER TAX	0.00	0.00	0.00	0.00	0.00	0.00
7741	LIFE INSURANCE	22,549.70	10,363.50	10,530.54	22,382.66	0.00	22,382.66

Financial Statement for 2022 Period 04



FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
7742	LIBRARIES	0.00	2,651,179.24	2,651,179.24	0.00	0.00	0.00
7744	ARMCO PARK TOURNAMENT FEES	0.00	0.00	0.00	0.00	0.00	0.00
7745	STATE	3,261.47	2,212.79	3,241.25	2,233.01	3,241.25	5,474.26
7746	MIAMI CONSERVANCY DISTRICT FUN	0.00	0.00	0.00	0.00	0.00	0.00
7747	ADVANCE ESTATE TAX	845.74	0.00	0.00	845.74	0.00	845.74
7751	UNDIVIDED INTEREST	432,073.90	321,514.03	321,514.03	432,073.90	0.00	432,073.90
7754	OHIO ELECTIONS COMMISSION FUND	0.00	0.00	0.00	0.00	0.00	0.00
7756	SEWER ROTARY	30,537.00	11,512.00	17,352.00	24,697.00	17,352.00	42,049.00
7758	WIA PASS THROUGH TO BUTLER/CLE	0.00	135,141.79	135,141.79	0.00	0.00	0.00
7761	OUTSIDE ENTITY FLOWTHRU	0.00	0.00	0.00	0.00	0.00	0.00
7765	RECORDER'S ESCROW FUND	28,086.68	1,596.75	878.80	28,804.63	0.00	28,804.63
7766	ESCROW ROTARY	864,581.93	0.00	0.00	864,581.93	0.00	864,581.93
7767	UNIDENTIFIED DEPOSITS	0.00	0.00	0.00	0.00	0.00	0.00
7768	RE TAX PYMT PRO/PRE/SALES	238.91	2,653.82	0.00	2,892.73	0.00	2,892.73
7769	BANKRUPTCY POST PETITION CONDU	12,299.23	1,955.91	0.00	14,255.14	0.00	14,255.14
7773	SEX OFFENDER REGISTRATION FEE	0.00	0.00	0.00	0.00	125.00	125.00
7774	ARSON OFFENDER REGISTR FEE	220.00	25.00	0.00	245.00	0.00	245.00
7775	UNDIVIDED SHERIFF WEB CHECK FE	15,815.00	15,491.25	16,989.25	14,317.00	0.00	14,317.00
7776	UNDIVIDED EVIDENCE SHERIFF	113,045.85	1,488.00	77,332.85	37,201.00	33,962.23	71,163.23
7777	UNDIVIDED FEDERAL & STATE FORF	0.00	0.00	0.00	0.00	0.00	0.00
7778	COURT ORDERED SHERIFF SALES	1,523,567.00	1,539,872.96	1,833,275.00	1,230,164.96	639,453.72	1,869,618.68
7779	UNDIVIDED DRUG TASK FORCE SEIZ	89,628.31	7,000.00	1,988.00	94,640.31	1,988.00	96,628.31
7781	REFUNDABLE DEPOSITS	435,840.51	17,192.47	13,734.95	439,298.03	10,867.20	450,165.23
7782	SHERIFF - LOST/ABANDONED PROPE	44.34	0.00	0.00	44.34	0.00	44.34
7785	MASSIE WAYNE CAPACITY FEES	0.00	0.00	0.00	0.00	0.00	0.00
7786	PMT IN LIEU OF TAXES	0.00	0.00	0.00	0.00	0.00	0.00
7787	UNDIVIDED INCOME TAX-REAL PROP	5,098.60	0.00	0.00	5,098.60	0.00	5,098.60

Financial Statement for 2022 Period 04



FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
7788	UNDIVIDED PUBLIC UTILITY DEREG	0.00	0.00	0.00	0.00	0.00	0.00
7789	FORFEITED LAND	0.00	0.00	0.00	0.00	0.00	0.00
7790	FORFEITED LAND EXCESS SALE PRO	0.00	0.00	0.00	0.00	0.00	0.00
7792	ZONING & BLDG BOND FUND	0.00	0.00	0.00	0.00	0.00	0.00
7793	HOUSING TRUST AUTHORITY	-5,533.40	116,147.50	0.00	110,614.10	0.00	110,614.10
7795	UNDIVIDED INDIGENT FEES	0.00	2,528.00	2,528.00	0.00	505.60	505.60
7796	MUNICIPAL ORD VIOLATION INDIGE	10,488.97	0.00	4,067.67	6,421.30	506.00	6,927.30
7797	NEW UNDIVIDED AUCTION PROCEEDS	0.00	5,629.79	5,629.79	0.00	0.00	0.00
7798	OLD ZONING & BLDG BOND FUND	138,020.47	0.00	0.00	138,020.47	0.00	138,020.47
8843	UNCLAIMED MONEY	688,319.26	1,100.00	112,400.00	577,019.26	0.00	577,019.26
8855	CH.SERV.SCHEURER SMITH TRUST	43,609.59	0.00	0.00	43,609.59	0.00	43,609.59
9911	WARREN CO HEALTH DISTRICT	8,609,047.93	1,985,307.30	608,715.08	9,985,640.15	34,819.71	10,020,459.86
9912	FOOD SERVICE	352,094.05	14,777.00	52,148.80	314,722.25	9,385.33	324,107.58
9915	PLUMBING BOND-HEALTH DEPT.	4,500.00	0.00	1,500.00	3,000.00	1,000.00	4,000.00
9916	STATE REGULATED SEWAGE PROGRAM	273,037.50	13,535.28	32,646.97	253,925.81	1,258.00	255,183.81
9925	SOIL & WATER CONSERVATION DIST	1,037,354.62	207,254.40	85,367.96	1,159,241.06	1,888.17	1,161,129.23
9928	REGIONAL PLANNING	457,611.47	18,230.10	48,918.87	426,922.70	436.58	427,359.28
9938	WARREN COUNTY PARK DISTRICT	1,143,789.02	129,686.11	150,239.86	1,123,235.27	1,534.28	1,124,769.55
9944	ARMCO PARK	212,586.36	190,784.47	115,158.55	288,212.28	2,967.11	291,179.39
9953	WATER SYSTEM FUND	62,892.58	3,111.50	1,539.00	64,465.08	1,130.00	65,595.08
9954	MENTAL HEALTH RECOVERY BOARD	13,543,194.56	3,874,714.37	962,860.17	16,455,048.76	113,453.62	16,568,502.38
9961	HEALTH GRANT FUND	644,485.50	118,525.48	106,253.72	656,757.26	128.33	656,885.59
9963	CAMPGROUNDS	2,205.70	2,647.00	0.00	4,852.70	0.00	4,852.70
9976	HEALTH - SWIMMING POOL FUND	141,154.30	69,666.00	80.00	210,740.30	80.00	210,820.30
9977	DRUG TASK FORCE COG	907,779.92	171,204.02	207,902.51	871,081.43	1,554.58	872,636.01
9996	WC FIRE RESPONSE LIFE SAFETY	0.00	0.00	0.00	0.00	0.00	0.00
Total		501,180,756.68	162,680,278.18	274,686,681.03	389,174,353.83	7,304,571.84	396,478,925.67

It is hereby certified, that the foregoing is a true and accurate statement of the finances of Warren County, Ohio, for April, 2022 showing the balance on hand in cash in each fund at the beginning of the month, the amount received to each, the amount disbursed from each, the balance remaining to the credit of each, and the balance of money in the treasury and depository.

Resolution

Number 22-0679

Adopted Date May 10, 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 various financial transactions in order to make timely payments; and

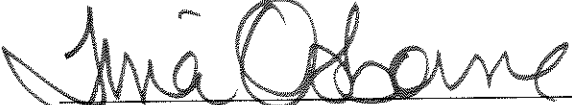
NOW THEREFORE BE IT RESOLVED, to acknowledge approval of financial transactions as attached hereto and made a part hereof.

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

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

Resolution adopted this 10th day of May 2022.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

/tao

cc: Auditor (file)
Cash Advance file
Appropriation Adj. file
Supplemental App. file
Human Services (file)
Common Pleas (file)
Juvenile (file)
OGA (file)
Treasurer (file)
OMB

APPROVE CASH ADVANCE INTO HUMAN SERVICES FUND #2203

BE IT RESOLVED, to approve the following cash advance transfer:

Cash Advance

\$ 200,000.00	from	1101-45556	(Advance of Cash Out)
	into	2203-45555	(Cash Advance In)

BE IT FURTHER RESOLVED, said cash advance shall be repaid upon sufficient revenue in fund 2203.

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 day of May 2022.

BOARD OF COUNTY COMMISSIONERS

Tina Osborne, Clerk

cc: Auditor _____
Human Services (file)
Cash Advance file
OMB

A Zundel 4-29-22
To be ratified 5-10-22

APPROVE APPROPRIATION ADJUSTMENT WITHIN TREASURERS OFFICE FUND
11011130;

BE IT RESOLVED, to approve the following appropriation adjustment:

\$5,000.00 FROM #11011130-5830 (Workers Comp)
INTO #11011130-5370 (Software Non-Data Brd)

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 day of

BOARD OF COUNTY COMMISSIONERS

Tina Osborne, Clerk

/tao

cc: Auditor _____
Appropriation Adj. file
Treasurer (file)

G Zindel
to the ratified
5-10-22

APPROVE APPROPRIATION ADJUSTMENT WITHIN GENERAL FUND
COURT OF COMMON PLEAS #11011220

BE IT RESOLVED, to approve the following appropriation adjustment:

\$ 4,500.00 from #11011220-5820 (Health/Life Insurance)
 into #11011220-5317 (Non Capital Purchases)

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 day of May 2022.

BOARD OF COUNTY COMMISSIONERS

Tina Osborne, Clerk

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

*9 Zindel
to be ratified
5-10-22*

APPROVE APPROPRIATION ADJUSTMENT WITHIN JUVENILE COURT FUND
#1011240

BE IT RESOLVED, to approve the following appropriation adjustment within Juvenile Court
fund #11011240:

\$ 450.00	from	11011240-5400	(Juv Ct Purchased Services)
	into	11011240-5370	(Software Non Data Board)

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 th day of 2022.

BOARD OF COUNTY COMMISSIONERS

Tina Osborne, Clerk

cc: Auditor _____
Appropriation Adj. file
Juvenile (file)

T. Zindler
to be returned
5-10-22

APPROVE APPROPRIATION ADJUSTMENT IN THE AUDITOR'S REAL ESTATE FUND

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

2,000,000.00	From	# 22371120-5742 (Tri-Annual or Reappraisal)
2,000,000.00	Into	# 22371120-5766 (Dist Funds R.E.A. Fees)

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

P Zindel
to be ratified
5-10-22

APPROVE SUPPLEMENTAL APPROPRIATIONS INTO FUND #1101

WHEREAS, it is necessary to have appropriations in place to make purchases related to SB 9 funding and

NOW THEREFORE BE IT RESOLVED, to approve the following supplemental appropriations:

\$	40,000	into	11011300-5317	(Non Cap Purchase)
\$	40,000	into	11011300-5320	(Cap Purchase)
\$	459.25	into	11011300-5210	(Office Supplies)

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 day of May 2022.

BOARD OF COUNTY COMMISSIONERS

Tina Osborne, Clerk

/sm

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

*9 Zndell
to be ratified
5-10-22*

APPROVE SUPPLEMENTAL APPROPRIATION IN THE AUDITOR'S REAL ESTATE FUND

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

2,159,302.36 Into # 22371120-5766 (R.E.A. Fees Return)

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

A Zindel
to We ratified
5-10-22

Resolution

Number 22-0680

Adopted Date May 10, 2022

APPROVE BOND RELEASE FOR HOME RUN DEVELOPMENT FOR COMPLETION OF IMPROVEMENTS IN TRAILS OF GREYCLIFF, SECTION 5 SITUATED IN FRANKLIN 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	:	Trails of Greycliff, Section 5
Developer	:	Home Run Development
Township	:	Franklin
Amount	:	\$29,542.50
Surety Company	:	Civista Bank – Cashier’s Check #1264969

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

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

Resolution adopted this 10th day of May 2022.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Developer
OMB – J. Stilgenbauer
Soil & Water (file)
Bond Agreement file

Resolution

Number 22-0681

Adopted Date May 10, 2022

APPROVE A STREET AND APPURTENANCES (INCLUDING SIDEWALKS) BOND RELEASE FOR VWC HOLDINGS, LTD, FOR COMPLETION OF IMPROVEMENTS IN THE VILLAGES OF WINDING CREEK, THE BOULEVARDS AT WINDING CREEK, SECTION SEVEN SITUATED IN CLEARCREEK TOWNSHIP

NOW BE IT RESOLVED, upon recommendation of the Warren County Engineer, to approve the following street and appurtenances bond release:

BOND RELEASE

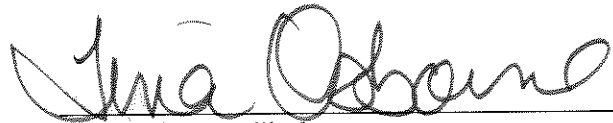
Bond Number	:	19-003 (P/S)
Development	:	The Villages of Winding Creek, The Boulevards at Winding Creek, Section Seven
Developer	:	VWC Holdings, LTD
Township	:	Clearcreek
Amount	:	\$169,774.08
Surety Company	:	Old Fort Banking Company (10138554-1)

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

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

Resolution adopted this 10th day of May 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: VWC Holdings, Ltd., 3610 Rigby Rd., Ste 300, Miamisburg, OH 45324
The Old Fort Banking Co., 6430 Wilmington Pike, Sugar creek Twp, OH 45459
Engineer (file)
Bond Agreement file

Resolution

Number 22-0682

Adopted Date May 10, 2022

APPROVE A STREET AND APPURTENANCES (INCLUDING SIDEWALKS) BOND RELEASE FOR VWC HOLDINGS, LTD, FOR COMPLETION OF IMPROVEMENTS IN THE VILLAGES OF WINDING CREEK, THE BOULEVARDS AT WINDING CREEK, SECTION SIX SITUATED IN CLEARCREEK TOWNSHIP

BE IT RESOLVED, upon recommendation of the Warren County Engineer, to approve the following street and appurtenances bond release:

BOND RELEASE

Bond Number	:	18-004 (P/S-M)
Development	:	The Villages of Winding Creek, The Boulevards at Winding Creek, Section Six
Developer	:	VWC Holdings, LTD
Township	:	Clearcreek
Amount	:	\$130,536.48
Surety Company	:	Old Fort Banking Company (10135914-1)

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

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

Resolution adopted this 10th day of May 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: VWC Holdings, Ltd., 3610 Rigby Rd., Ste 300, Miamisburg, OH 45324
The Old Fort Banking Co., 6430 Wilmington Pike, Sugar creek Twp, OH 45459
Engineer (file)
Bond Agreement file

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

Resolution

Number 22-0683

Adopted Date May 10, 2022

APPROVE CROOKED CREEK DRIVE, WINDING RUN BOULEVARD, LINDEN BROOK DRIVE AND WHISPERING STREAM COURT IN THE VILLAGES OF WINDING CREEK, THE BOULEVARDS AT WINDING CREEK, SECTION SEVEN FOR PUBLIC MAINTENANCE BY CLEARCREEK TOWNSHIP

WHEREAS, the Warren County Engineer has verified that Crooked Creek Drive, Winding Run Boulevard, Linden Brook Drive and Whispering Stream Court have been constructed in compliance with the approved plans and specifications; and

Street Number	Street Name	Street Width	Street Mileage
2416-T	Crooked Creek Drive	0'-29'-0'	0.171
2470-T	Winding Run Boulevard	0'-29'-0'	0.379
2536-T	Linden Brook Drive	0'-29'-0'	0.028
2593-T	Whispering Stream Court	0'-29'-0'	0.175

NOW THEREFORE BE IT RESOLVED, to accept the above street name for public maintenance by Clearcreek Township; and

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

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

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

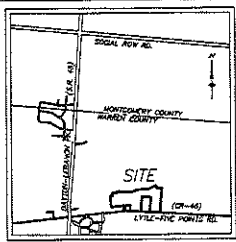
Resolution adopted this 10th day of May 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Map Room (Certified copy)
Township Trustees
Engineer (file)
Developer
Bond Agreement file



VICINITY MAP

NOT TO SCALE
OWNERS CONSENT AND DEDICATION:

WE THE UNDERSIGNED, BEING ALL THE OWNERS AND LIEN HOLDERS OF THE LANDS HERIN PLATTED, DO HEREBY VOLUNTARILY CONSENT TO THE EXECUTION OF THE SAID PLAT AND DO DEDICATE THE STREETS, PARKS, OR PUBLIC GROUNDS AS SHOWN HEREON TO THE PUBLIC USE FOREVER.

ANY PUBLIC UTILITY EASEMENTS, AS SHOWN ON THIS PLAT ARE FOR THE PLACEMENT OF PUBLIC UTILITIES, SIDEWALKS, AND TRAILS AND FOR THE MAINTENANCE AND REPAIR OF SAID UTILITIES, SIDEWALKS, AND TRAILS. THIS EASEMENT AND ALL OTHER EASEMENTS SHOWN ON THIS PLAT, UNLESS DESIGNATED FOR A SPECIFIC PURPOSE, ARE FOR THE CONSTRUCTION, OPERATION, MAINTENANCE, REPAIR, REPLACEMENT OR REMOVAL OF WATER, SEWER, GAS, ELECTRIC, TELEPHONE, CABLE TELEVISION OR OTHER UTILITY LINES OR SERVICES, SIDEWALKS, TRAILS, STORMWATER DISPOSAL AND FOR THE EXERCISE PRIVILEGE OF CUTTING, TRIMMING OR REMOVING ANY AND ALL TREES OR OTHER OBSTRUCTIONS WITHIN SAID EASEMENT, OR IMMEDIATELY ADJACENT THEREON, TO THE FREE USE OF SAID EASEMENTS OR ADJACENT STREETS AND FOR PROVIDING INGRESS AND EGRESS TO THE PROPERTY FOR SAID PURPOSES AND ARE TO BE MAINTAINED AS SUCH FOREVER, NO BUILDING OR OTHER STRUCTURES MAY BE BUILT WITHIN SAID EASEMENTS, NOR MAY THE EASEMENT AREA BE PHYSICALLY ALTERED SO AS TO (1) REDUCE CLEARANCES OF EITHER OVERHEAD OR UNDERGROUND FACILITIES; (2) IMPAIR THE LAND SUPPORT OF SAID FACILITIES; (3) IMPAIR THE ABILITY TO MAINTAIN THE FACILITIES OR (4) CREATE A HAZARD.

THE ABOVE PUBLIC UTILITY EASEMENTS ARE FOR THE BENEFIT OF ALL PUBLIC UTILITY SERVICE PROVIDERS INCLUDING BUT NOT LIMITED TO:

- LIST OF PROVIDERS: AT&T, DPAI, VECTREN, TIME WARNER CABLE, MONTGOMERY COUNTY SANITARY, WARREN COUNTY WATER.

ALL MAINTENANCE ARE TO BE PLACED WITHIN THE PUBLIC UTILITY EASEMENTS.

AS TO ALL:

OWNER: VMC HOLDINGS, LTD.
 AND RELATED ENTITY COMPANY
 WITNESSES: [Signatures]
 WITNESS: [Signature] RICHARD J. DEMKO, VICE PRESIDENT

CERTIFICATE OF NOTARY PUBLIC:

STATE OF OHIO, S.S. BE IT REMEMBERED THAT ON THIS 21st DAY OF FEBRUARY, 2019, BEFORE ME THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY CAME RICHARD J. DEMKO, VICE PRESIDENT WHO ACKNOWLEDGED THE SIGNING AND EXECUTION OF THE FOREGOING PLAT TO BE HIS VOLUNTARY ACT AND DEED.

IN TESTIMONY WHEREOF, I HAVE SET MY HAND AND NOTARY SEAL ON THE DAY AND DATE OF ABOVE WRITTEN.

[Signature] NOTARY PUBLIC STATE OF OHIO
 [Signature] MY COMMISSION EXPIRES [Date]

LIEN HOLDER - OLD FORT BANKING COMPANY

AS TO ALL:
 WITNESSES: [Signatures]
 WITNESS: [Signature] RICHARD J. DEMKO, VICE PRESIDENT

CERTIFICATE OF NOTARY PUBLIC:

STATE OF OHIO, S.S. BE IT REMEMBERED THAT ON THIS 21st DAY OF FEBRUARY, 2019, BEFORE ME THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY CAME RICHARD J. DEMKO, VICE PRESIDENT WHO ACKNOWLEDGED THE SIGNING AND EXECUTION OF THE FOREGOING PLAT TO BE HIS VOLUNTARY ACT AND DEED.

IN TESTIMONY WHEREOF, I HAVE SET MY HAND AND NOTARY SEAL ON THE DAY AND DATE OF ABOVE WRITTEN.

[Signature] NOTARY PUBLIC STATE OF OHIO
 [Signature] MY COMMISSION EXPIRES [Date]

DRAINAGE STATEMENT:

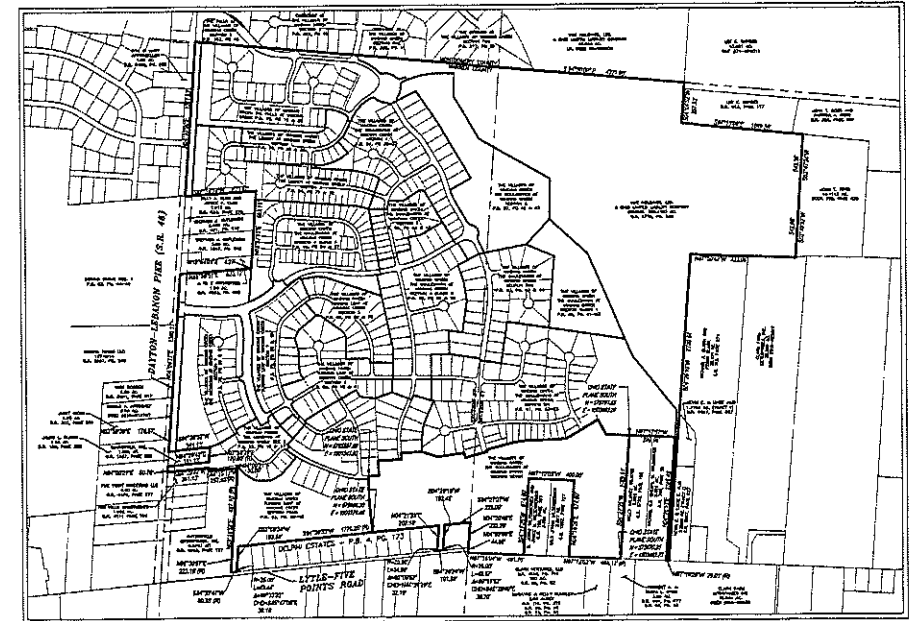
UNLESS OTHERWISE DESIGNATED ON THIS PLAT, A FIFTEEN (15) FOOT WIDE DRAINAGE EASEMENT SHALL EXIST ALONG ALL COMMON REAR LOT LINES AND A TEN (10) FOOT WIDE DRAINAGE EASEMENT SHALL EXIST ALONG ALL COMMON SIDE LOT LINES, WITH THE COMMON LINE BEING THE CENTERLINE OF SAID EASEMENT.

THE EASEMENT AREAS SHALL BE MAINTAINED CONTINUOUSLY BY THE LOT OWNERS, WITHIN THE EASEMENTS, NO STRUCTURE, PLANTING, FENCING, CULVERT, OR OTHER MATERIAL SHALL BE PLACED OR PERMITTED TO REMAIN WHICH MAY OBSTRUCT, RETARD, OR IMPAIR THE FLOW THROUGH THE WATERCOURSE.

THE WARREN COUNTY COMMISSIONERS AND THE BOARD OF TOWNSHIP TRUSTEES ASSUME NO LEGAL OBLIGATION TO MAINTAIN OR REPAIR ANY OPEN DRAIN, DITCHES OR WATERCOURSES WITHIN THE EASEMENT AREA UNLESS MOTED OTHERWISE ON THIS PLAT. HOWEVER, WHEN THE PLATTED RIGHT-OF-WAY AREA HAS BEEN PREVIOUSLY ACCEPTED FOR PUBLIC MAINTENANCE BY RESOLUTION OF THE BOARD OF TOWNSHIP TRUSTEES OR THE BOARD OF TRUSTEES OR THEIR REPRESENTATIVES MAY ENTER UPON AND INSPECT THE EASEMENT AREAS AND, IN ACCORDANCE WITH SECTION 588.26 OF THE OHIO REVENUE CODE, MAY REMOVE OR CAUSE THE REMOVAL OF AN OBSTRUCTION ADVERSELY IMPACTING AN AREA WITHIN THE PUBLIC RIGHT-OF-WAY.

THE VILLAGES OF WINDING CREEK THE BOULEVARDS AT WINDING CREEK SECTION SEVEN SEC. 21 & 27, TOWN 3E, RANGE 5N M.R.s. CLEARCREEK TOWNSHIP, WARREN COUNTY, OHIO CONTAINING 38.9638 TOTAL ACRES NOVEMBER 2018

SUPERIMPOSED AREA
 ALL THE LANDS OF THE GRANITOR ARE SHOWN HEREON



ENGINEER/SURVEYOR
 CESO, INC.
 2001 ROCKY ROAD, SUITE 300
 MARIETTA, OHIO 45752
 PHONE NO.: 607-456-6884

OWNER/DEVELOPER:
 VMC HOLDINGS, LTD.
 2001 ROCKY ROAD, SUITE 300
 MARIETTA, OHIO 45752
 PHONE NO.: 607-456-6884

REGIONAL PLANNING COMMISSION APPROVAL:
 THIS PLAT WAS APPROVED BY THE WARREN COUNTY REGIONAL PLANNING COMMISSION ON THE 21st DAY OF FEBRUARY, 2019.
 [Signature] EXECUTIVE DIRECTOR

WARREN COUNTY COMMISSIONERS APPROVAL:
 WE THE BOARD OF COUNTY COMMISSIONERS OF WARREN COUNTY, OHIO HEREBY APPROVE THIS PLAT ON THIS 21st DAY OF FEBRUARY, 2019.
 [Signature] WARREN COUNTY COMMISSIONER
 [Signature] WARREN COUNTY COMMISSIONER

WARREN COUNTY AUDITOR:
 TRANSFERRED ON THIS 22nd DAY OF FEBRUARY, 2019.
 [Signature] WARREN COUNTY AUDITOR

WARREN COUNTY RECORDER:
 FILE NO. 2019-004441
 RECEIVED ON THIS 22nd DAY OF FEBRUARY, 2019, AT 8:58 AM
 RECORDED ON THIS 22nd DAY OF FEBRUARY, 2019, AT 9:26 AM
 RECORDED IN PLAT BOOK NO. 512, PAGE 96, 97 & 98
 FEE \$ 257.20

MONTGOMERY COUNTY SANITARY ENGINEER APPROVAL:
 I HEREBY APPROVE THIS PLAT ON THIS 15th DAY OF FEBRUARY, 2019.
 [Signature] MONTGOMERY COUNTY SANITARY ENGINEER

WARREN COUNTY SANITARY ENGINEER APPROVAL:
 I HEREBY APPROVE THIS PLAT ON THIS 21st DAY OF JANUARY, 2019.
 [Signature] WARREN COUNTY SANITARY ENGINEER

CLEARCREEK TOWNSHIP ZONING INSPECTOR APPROVAL:
 I HEREBY APPROVE THIS PLAT ON THIS 21st DAY OF JANUARY, 2019
 [Signature] WARREN COUNTY (CLEARCREEK TOWNSHIP) ZONING INSPECTOR

WARREN COUNTY ENGINEER APPROVAL:
 I HEREBY APPROVE THIS PLAT ON THIS 21st DAY OF JANUARY, 2019
 [Signature] WARREN COUNTY ENGINEER

CERTIFICATE OF SURVEYOR:
 THIS RECORD PLAN WAS PREPARED IN ACCORDANCE WITH O.A.C. CHAPTER 475-37 AND O.R.C. CHAPTER 171.01-04. I CERTIFY THAT THIS RECORD PLAN WAS MADE UNDER MY DIRECT SUPERVISION AND IS BASED ON ACTUAL FIELD SURVEY BY CESO INC. IN OCTOBER 2018.
 [Signature] DATE: 1/7/2019

DEED REFERENCE:
 SITUATED IN PART OF SECTIONS 21 & 27, TOWN 3E, RANGE 5N, M.R.s., CLEARCREEK TOWNSHIP, WARREN COUNTY, OHIO, CONTAINING 38.9638 ACRES, AND BEING A PART OF A 38.476 ACRES TRACT OF LAND, WHICH INCLUDES ALL OF PARCEL #7 OF DELPRA ESTATES AS SHOWN ON PLAT BOOK 4, PAGE 78, AS CONVEYED TO VMC HOLDINGS, LTD., A OHIO LIMITED LIABILITY CO., AND DESCRIBED IN THE DEED OF RECORD IN O.A.C. 470, PG. 846, RECORDER'S OFFICE, WARREN COUNTY OHIO.

BASIS OF BEARINGS:
 BEARINGS SHOWN HEREON ARE BASED UPON THE CENTERLINE OF STATE ROUTE 44, DAYTON LEZANON ROAD, BEING 54° 07' 49" W OF BEING SHOWN IN DEED OF RECORD DMF96-083401 IN MONTGOMERY COUNTY RECORDERS OFFICE, AND AS SHOWN ON THE RECORD OF LAND SURVEYS IN WARREN COUNTY ENGINEERS OFFICE ON SURVEY VOLUME 1E, PAGE 50 AND THE MONTGOMERY COUNTY ENGINEERS OFFICE SURVEY SUR 10-2.

COMMON AREA LANDSCAPE ISLANDS
 UNLESS OTHERWISE DESIGNATED BY THE DEVELOPER'S PUBLIC IMPROVEMENT MAINTENANCE BONDING PERIOD, THE DEVELOPER (OR THEIR AGENTS) RESERVES THE RIGHT TO ENTER UPON ALL LOTS TO ESTABLISH OR RE-ESTABLISH DRAINAGE SWALES WITHIN ALL DRAINAGE EASEMENTS FOR THE PURPOSE OF CONTROLLING AND DIRECTING STORMWATER TO COLLECTION FACILITIES OR DRAINAGE CHANNELS.

RESTRICTIONS AND COVENANTS:
 THE ENTIRE PROPERTY SHOWN HEREIN AND ALL IMPROVEMENT THEREON ARE SUBJECT TO THE RULES, REGULATIONS, COVENANTS AND RESTRICTIONS OF THE VILLAGES OF WINDING CREEK HOMEOWNERS ASSOCIATION AS FILED IN THE OFFICE OF THE WARREN COUNTY, OHIO RECORDER, RECORDED IN OFFICIAL RECORD BOOK 4277 AT PAGE 476 AND ALSO SUBJECT TO ALL RECORDED AMENDMENTS AND SUPPLEMENTS TO THE VILLAGES OF WINDING CREEK HOMEOWNERS ASSOCIATION DOCUMENTS WHICH MAY BE RECORDED FROM TIME TO TIME.

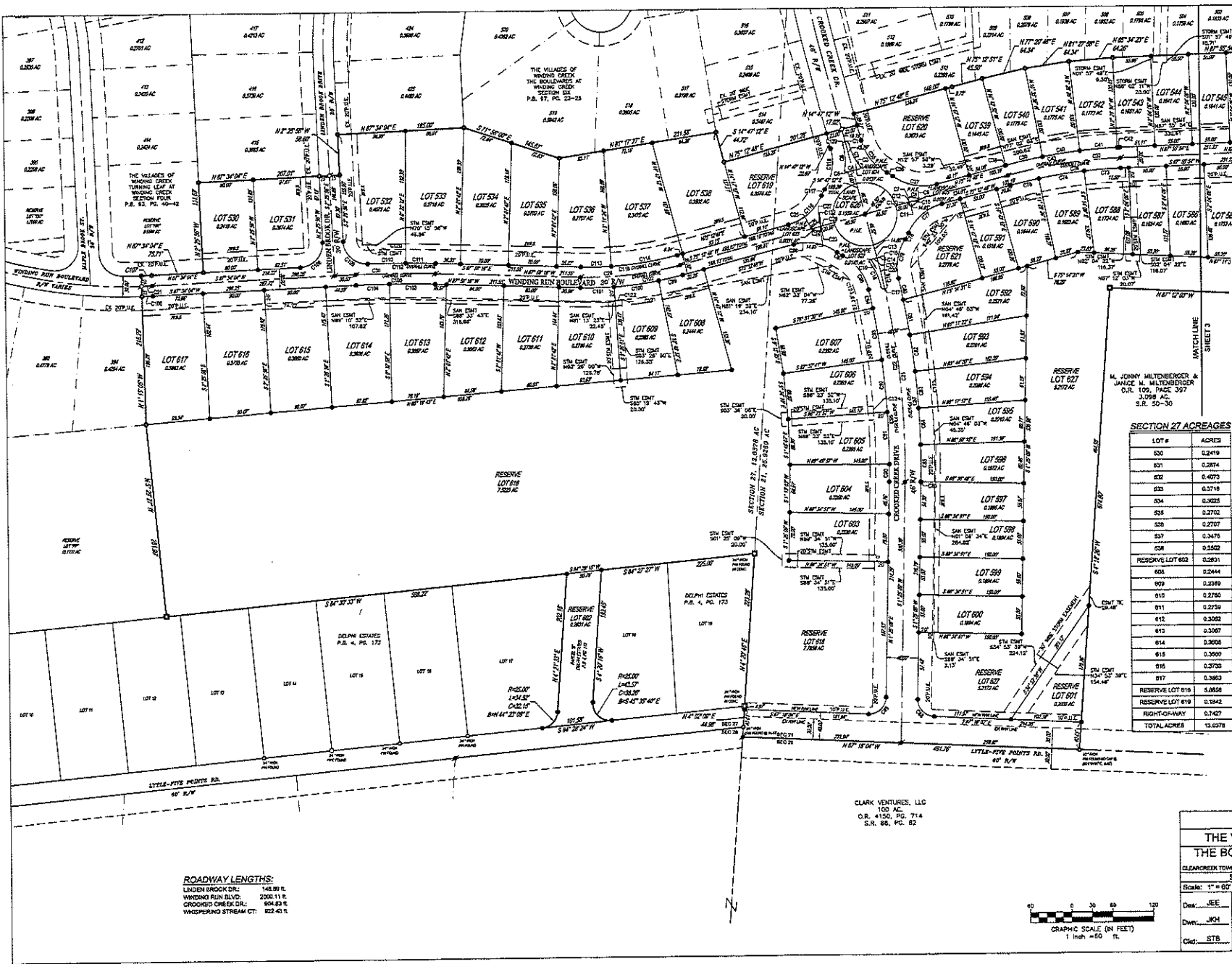
ZONING NOTE:
 RICK SHOWN ON THIS PLAT IS CURRENTLY ZONED R1A-PUD, PER CLEARCREEK TOWNSHIP ZONING, WARREN COUNTY, OHIO.

FLOOD NOTE:
 THE SUBJECT PROPERTY LIES IN ZONE X (AREA DETERMINED TO BE OUTSIDE OF THE 0.2% ANNUAL CHANCE FLOOD PLAN), AS DETERMINED BY GRAPHIC INTERPOLATION FROM THE FLOOD INSURANCE RATE MAP (FIRM), COMMUNITY PANEL NUMBER 580803E, WITH AN EFFECTIVE DATE OF DECEMBER 17, 2018, PUBLISHED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY.

OCCUPATION STATEMENT:
 NO OCCUPATION CURRENTLY EXISTS ALONG THE BOUNDARY LINES AS SHOWN.

No.	Date	Revision

RECORD PLAT
THE VILLAGES OF WINDING CREEK
THE BOULEVARDS AT WINDING CREEK
SECTION SEVEN
 CLEARCREEK TOWNSHIP WARREN COUNTY, OHIO
 SECTION 21 & 27, TOWN 3E, RANGE 5N M.R.s.
 Scale: 1" = 500' Date: DECEMBER 26, 2018
 Drawn: JEE Job Number: 3553
 Dwn: JKH
 CTS: STB
CESO
 W W W . C E S O . C O M
 Sheet No. 1 OF 3



LEGEND

- SET 5/8" x 1/2" IRON PIN IN CONCRETE WITH YELLOW CAP STAMPED "520"
- SET 5/8" x 3/4" IRON PIN WITH YELLOW CAP STAMPED "520"
- ▲ MAG SPIKE SET
- CURB NOTCH
- 5/8" IRON PIN FOUND WITH "520" CAP UNLESS NOTED OTHERWISE
- ▬ MAG SPIKE FOUND
- ▬ MAG SPIKE FOUND
- S.S. MINIMUM BUILDING SETBACK
- P.U.E. PUBLIC UTILITY EASEMENT
- P.H.E. PERPETUAL HIGHWAY EASEMENT

NOTES:

LOTS 520-526, 581-583 & 604-610 ARE SUBJECT TO A 7' MIN. SIDE YARD AND A 32' MIN. REAR YARD SETBACK.

LOTS 527-534 & 594-597 ARE SUBJECT TO A 5' MIN. SIDE YARD AND A 32' MIN. REAR YARD SETBACK.

LOTS 535-539 & 598-600 ARE SUBJECT TO A 5' MIN. SIDE YARD AND A 25' MIN. REAR YARD SETBACK.

ALL MONUMENTS FOUND ARE IN GOOD CONDITION UNLESS OTHERWISE NOTED.

LANDSCAPE LOTS 621, 622, 623, 624, 625 & 626 ARE HEREBY DEDICATED TO THE WARREN COUNTY COMMISSIONERS AS COMMON AREA & PERPETUAL HIGHWAY EASEMENTS (P.H.E.) AND ARE NON-BUILDABLE LANDSCAPE LOTS.

NO ACCESS PERMITTED TO LITTLE-FIVE POINTS ROAD TO ALL OPEN SPACE RESERVE LOTS OR TO LOTS 567, 568 & 569.

ALL LOTS LABELED AS RESERVE LOTS ARE TO BE RESERVED FOR OPEN SPACE AND MAINTAINED AS SUCH.

PERPETUAL OWNERSHIP OF RESERVE LOTS 601 & 602 RESPECTIVELY BY EACH ADJOINING PROPERTY OWNER FOR THE SOLE PURPOSE OF BEING MAINTAINED AS OPEN SPACE OF THE PUD IS CONTINGENT ON ZONING APPROVAL BY THE CLARK COUNTY TOWNSHIP BOARD OF TRUSTEES.

SECTION 27 ACREAGES

LOT #	ACRES
520	0.2419
521	0.2874
522	0.4073
523	0.3718
524	0.3022
525	0.2702
526	0.2707
527	0.3475
528	0.5502
RESERVE LOT 602	0.2851
606	0.2444
609	0.2389
610	0.2780
611	0.2739
612	0.3082
613	0.3087
614	0.3006
615	0.3090
616	0.3735
617	0.3803
RESERVE LOT 618	0.8856
RESERVE LOT 619	0.1842
RIGHT-OF-WAY	0.7427
TOTAL ACRES	13.0278

AREA CALCULATIONS:

SECTION 21

LOT AREA IN SEC 21 = 14,6018 ACRES

RIGHT-OF-WAY IN SEC 21 = 3,2416 ACRES

P.H.E. LANDSCAPE LOTS = 0.1901 ACRES

RESERVE LOTS = 7.8251 ACRES

TOTAL = 25,8605 ACRES

LOT AREA IN SEC 27

RIGHT-OF-WAY IN SEC 27 = 0.8820 ACRES

RESERVE LOTS = 0.7427 ACRES

TOTAL = 1.6247 ACRES

OVERALL LOT AREA

LOT AREA IN SEC 21 = 14,6018 ACRES

LOT AREA IN SEC 27 = 0.7427 ACRES

TOTAL LOT AREA = 15,3445 ACRES

OVERALL ROADWAY

RIGHT-OF-WAY IN SEC 21 = 3,2416 ACRES

RIGHT-OF-WAY IN SEC 27 = 0.3803 ACRES

TOTAL ROADWAY = 3,6219 ACRES

OVERALL OPEN SPACE AREA

RESERVE LOTS IN SEC 21 = 7.8251 ACRES

P.H.E. LANDSCAPE LOTS = 0.1901 ACRES

RESERVE LOTS IN SEC 27 = 0.5111 ACRES

TOTAL OPEN SPACE AREA = 8.5263 ACRES

TOTALS

SECTION 21 = 25,8605 ACRES

SECTION 27 = 1,6247 ACRES

TOTAL AREA = 27,4852 ACRES

ROADWAY LENGTHS:

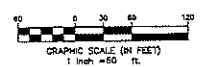
LINDEN BROOK DR. 146.89 B.

WINDING CREEK BLVD. 2000.11 B.

CROOKED CREEK DR. 854.69 B.

WINDING CREEK DR. 822.45 B.

CLARK VENTURES, LLC
100 AC
O.R. 4150, PG. 714
S.R. 88, PG. 82



RECORD PLAT

THE VILLAGES OF WINDING CREEK
THE BOULEVARDS AT WINDING CREEK
SECTION SEVEN

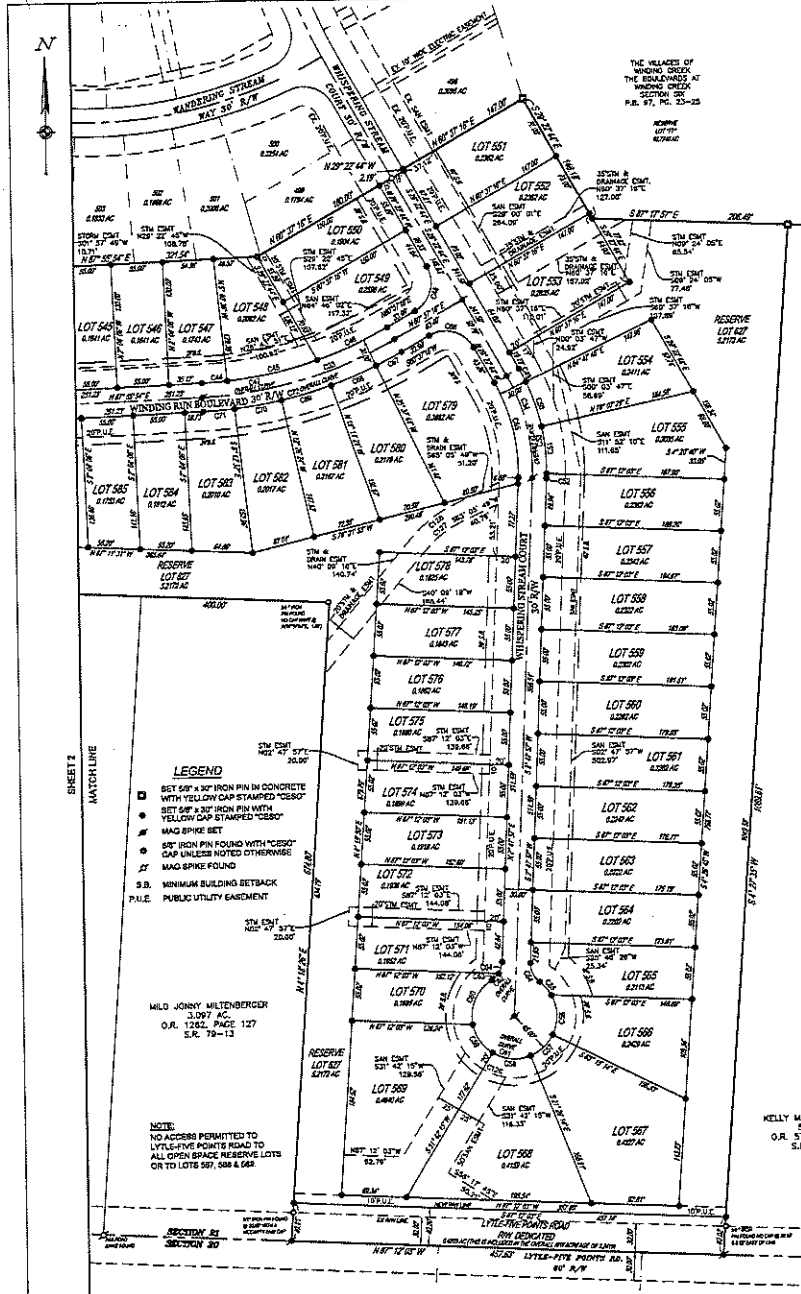
CLARK VENTURES, LLC
WARREN COUNTY, OHIO

Scale: 1" = 60' Date: DECEMBER 26, 2018

Drawn: JCH
Checked: STB

Job Number: 34853
Sheet No.: 2 OF 3

CES
W.W. CESSING CO. INC.



SECTION 21 ACRES

LOT #	ACRES
500	0.1945
540	0.1779
541	0.1779
542	0.1779
543	0.1781
544	0.1781
545	0.1781
546	0.1781
547	0.1740
548	0.2092
549	0.2092
550	0.1904
551	0.2092
552	0.2092
553	0.2092
554	0.2092
555	0.2092
556	0.2092
557	0.2092
558	0.2092
559	0.2092
560	0.2092
561	0.2092
562	0.2092
563	0.2092
564	0.2092
565	0.2092
566	0.2092
567	0.2092
568	0.2092
569	0.2092
570	0.2092
571	0.2092
572	0.2092
573	0.2092
574	0.2092
575	0.2092
576	0.2092
577	0.2092
578	0.2092
579	0.2092
580	0.2092
581	0.2092
582	0.2092
583	0.2092
584	0.2092
585	0.2092
586	0.2092
587	0.2092
588	0.2092
589	0.2092
590	0.2092
591	0.2092
592	0.2092
593	0.2092
594	0.2092
595	0.2092
596	0.2092
597	0.2092
598	0.2092
599	0.2092
600	0.2092
RESERVE LOT 601	0.2092
602	0.2092
603	0.2092
604	0.2092
605	0.2092
606	0.2092
607	0.2092
RESERVE LOT 618	0.2092
RESERVE LOT 619	0.2092
RESERVE LOT 620	0.2092
RESERVE LOT 621	0.2092
RESERVE LOT 622	0.2092
RESERVE LOT 623	0.2092
RESERVE LOT 624	0.2092
RESERVE LOT 625	0.2092
RESERVE LOT 626	0.2092
RESERVE LOT 627	0.2092
RESERVE LOT 628	0.2092
RESERVE LOT 629	0.2092
RESERVE LOT 630	0.2092
RESERVE LOT 631	0.2092
RESERVE LOT 632	0.2092
RESERVE LOT 633	0.2092
RESERVE LOT 634	0.2092
RESERVE LOT 635	0.2092
RESERVE LOT 636	0.2092
RESERVE LOT 637	0.2092
RESERVE LOT 638	0.2092
RESERVE LOT 639	0.2092
RESERVE LOT 640	0.2092
RESERVE LOT 641	0.2092
RESERVE LOT 642	0.2092
RESERVE LOT 643	0.2092
RESERVE LOT 644	0.2092
RESERVE LOT 645	0.2092
RESERVE LOT 646	0.2092
RESERVE LOT 647	0.2092
RESERVE LOT 648	0.2092
RESERVE LOT 649	0.2092
RESERVE LOT 650	0.2092
RESERVE LOT 651	0.2092
RESERVE LOT 652	0.2092
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RESERVE LOT 654	0.2092
RESERVE LOT 655	0.2092
RESERVE LOT 656	0.2092
RESERVE LOT 657	0.2092
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RESERVE LOT 659	0.2092
RESERVE LOT 660	0.2092
RESERVE LOT 661	0.2092
RESERVE LOT 662	0.2092
RESERVE LOT 663	0.2092
RESERVE LOT 664	0.2092
RESERVE LOT 665	0.2092
RESERVE LOT 666	0.2092
RESERVE LOT 667	0.2092
RESERVE LOT 668	0.2092
RESERVE LOT 669	0.2092
RESERVE LOT 670	0.2092
RESERVE LOT 671	0.2092
RESERVE LOT 672	0.2092
RESERVE LOT 673	0.2092
RESERVE LOT 674	0.2092
RESERVE LOT 675	0.2092
RESERVE LOT 676	0.2092
RESERVE LOT 677	0.2092
RESERVE LOT 678	0.2092
RESERVE LOT 679	0.2092
RESERVE LOT 680	0.2092
RESERVE LOT 681	0.2092
RESERVE LOT 682	0.2092
RESERVE LOT 683	0.2092
RESERVE LOT 684	0.2092
RESERVE LOT 685	0.2092
RESERVE LOT 686	0.2092
RESERVE LOT 687	0.2092
RESERVE LOT 688	0.2092
RESERVE LOT 689	0.2092
RESERVE LOT 690	0.2092
RESERVE LOT 691	0.2092
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RESERVE LOT 693	0.2092
RESERVE LOT 694	0.2092
RESERVE LOT 695	0.2092
RESERVE LOT 696	0.2092
RESERVE LOT 697	0.2092
RESERVE LOT 698	0.2092
RESERVE LOT 699	0.2092
RESERVE LOT 700	0.2092
RESERVE LOT 701	0.2092
RESERVE LOT 702	0.2092
RESERVE LOT 703	0.2092
RESERVE LOT 704	0.2092
RESERVE LOT 705	0.2092
RESERVE LOT 706	0.2092
RESERVE LOT 707	0.2092
RESERVE LOT 708	0.2092
RESERVE LOT 709	0.2092
RESERVE LOT 710	0.2092
RESERVE LOT 711	0.2092
RESERVE LOT 712	0.2092
RESERVE LOT 713	0.2092
RESERVE LOT 714	0.2092
RESERVE LOT 715	0.2092
RESERVE LOT 716	0.2092
RESERVE LOT 717	0.2092
RESERVE LOT 718	0.2092
RESERVE LOT 719	0.2092
RESERVE LOT 720	0.2092
RESERVE LOT 721	0.2092
RESERVE LOT 722	0.2092
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RESERVE LOT 724	0.2092
RESERVE LOT 725	0.2092
RESERVE LOT 726	0.2092
RESERVE LOT 727	0.2092
RESERVE LOT 728	0.2092
RESERVE LOT 729	0.2092
RESERVE LOT 730	0.2092
RESERVE LOT 731	0.2092
RESERVE LOT 732	0.2092
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RESERVE LOT 734	0.2092
RESERVE LOT 735	0.2092
RESERVE LOT 736	0.2092
RESERVE LOT 737	0.2092
RESERVE LOT 738	0.2092
RESERVE LOT 739	0.2092
RESERVE LOT 740	0.2092
RESERVE LOT 741	0.2092
RESERVE LOT 742	0.2092
RESERVE LOT 743	0.2092
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RESERVE LOT 745	0.2092
RESERVE LOT 746	0.2092
RESERVE LOT 747	0.2092
RESERVE LOT 748	0.2092
RESERVE LOT 749	0.2092
RESERVE LOT 750	0.2092
RESERVE LOT 751	0.2092
RESERVE LOT 752	0.2092
RESERVE LOT 753	0.2092
RESERVE LOT 754	0.2092
RESERVE LOT 755	0.2092
RESERVE LOT 756	0.2092
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RESERVE LOT 761	0.2092
RESERVE LOT 762	0.2092
RESERVE LOT 763	0.2092
RESERVE LOT 764	0.2092
RESERVE LOT 765	0.2092
RESERVE LOT 766	0.2092
RESERVE LOT 767	0.2092
RESERVE LOT 768	0.2092
RESERVE LOT 769	0.2092
RESERVE LOT 770	0.2092
RESERVE LOT 771	0.2092
RESERVE LOT 772	0.2092
RESERVE LOT 773	0.2092
RESERVE LOT 774	0.2092
RESERVE LOT 775	0.2092
RESERVE LOT 776	0.2092
RESERVE LOT 777	0.2092
RESERVE LOT 778	0.2092
RESERVE LOT 779	0.2092
RESERVE LOT 780	0.2092
RESERVE LOT 781	0.2092
RESERVE LOT 782	0.2092
RESERVE LOT 783	0.2092
RESERVE LOT 784	0.2092
RESERVE LOT 785	0.2092
RESERVE LOT 786	0.2092
RESERVE LOT 787	0.2092
RESERVE LOT 788	0.2092
RESERVE LOT 789	0.2092
RESERVE LOT 790	0.2092
RESERVE LOT 791	0.2092
RESERVE LOT 792	0.2092
RESERVE LOT 793	0.2092
RESERVE LOT 794	0.2092
RESERVE LOT 795	0.2092
RESERVE LOT 796	0.2092
RESERVE LOT 797	0.2092
RESERVE LOT 798	0.2092
RESERVE LOT 799	0.2092
RESERVE LOT 800	0.2092

SIDWELL TABLE

OLD	NEW	DATE
NEW LOT 501	05-27-442-023	
NEW LOT 502	05-27-442-023	
NEW LOT 503	05-27-442-023	
NEW LOT 504	05-27-442-024	
NEW LOT 505	05-27-442-025	
NEW LOT 506	05-27-442-026	
NEW LOT 507	05-27-442-027	
NEW LOT 508	05-27-442-028	
NEW LOT 509	05-27-442-029	
NEW LOT 510	05-21-320-015	
NEW LOT 511	05-21-320-016	
NEW LOT 512	05-21-320-017	
NEW LOT 513	05-21-320-018	
NEW LOT 514	05-21-320-019	
NEW LOT 515	05-21-320-020	
NEW LOT 516	05-21-320-021	
NEW LOT 517	05-21-320-022	
NEW LOT 518	05-21-320-023	
NEW LOT 519	05-21-320-024	
NEW LOT 520	05-21-320-025	
NEW LOT 521	05-21-320-026	
NEW LOT 522	05-21-320-027	
NEW LOT 523	05-21-320-028	
NEW LOT 524	05-21-315-011	
NEW LOT 525	05-21-315-012	
NEW LOT 526	05-21-315-013	
NEW LOT 527	05-21-375-001	
NEW LOT 528	05-21-375-002	
NEW LOT 529	05-21-375-003	
NEW LOT 530	05-21-375-004	
NEW LOT 531	05-21-375-005	
NEW LOT 532	05-21-375-006	
NEW LOT 533	05-21-375-007	
NEW LOT 534	05-21-375-008	
NEW LOT 535	05-21-375-009	
NEW LOT 536	05-21-375-010	
NEW LOT 537	05-21-375-011	
NEW LOT 538	05-21-375-012	
NEW LOT 539	05-21-375-013	
NEW LOT 540	05-21-375-014	
NEW LOT 541	05-21-375-015	
NEW LOT 542	05-21-365-034	
NEW LOT 543	05-21-365-033	
NEW LOT 544	05-21-365-032	
NEW LOT 545	05-21-365-031	
NEW LOT 546	05-21-365-030	
NEW LOT 547	05-21-365-029	
NEW LOT 548	05-21-365-028	
NEW LOT 549	05-21-365-027	
NEW LOT 550	05-21-365-026	
NEW LOT 551	05-21-365-025	
NEW LOT 552	05-21-365-024	
NEW LOT 553	05-21-365-023	
NEW LOT 554	05-21-365-022	
NEW LOT 555	05-21-365-021	
NEW LOT 556	05-21-365-020	
NEW LOT 557	05-21-365-019	
NEW LOT 558	05-21-365-018	
NEW LOT 559	05-21-365-017	
NEW LOT 560	05-21-365-016	
NEW LOT 561	05-21-365-015	
NEW LOT 562	05-21-365-014	
NEW LOT 563	05-21-365-013	
NEW LOT 564	05-21-365-012	
NEW LOT 565	05-21-365-011	
NEW LOT 566	05-21-365-010	
NEW LOT 567	05-21-365-009	
NEW LOT 568	05-21-365-008	
NEW LOT 569	05-21-365-007	
NEW LOT 570	05-21-365-006	
NEW LOT 571	05-21-365-005	
NEW LOT 572	05-21-365-004	
NEW LOT 573	05-21-365-003	
NEW LOT 574	05-21-365-002	
NEW LOT 575	05-21-365-001	
NEW LOT 576	05-21-478-003	
NEW LOT 577	05-21-351-005	
NEW LOT 578	05-21-351-004	
NEW LOT 579	05-21-351-003	
NEW LOT 580	05-21-351-002	
NEW LOT 581	05-21-351-001	

CURVE TABLE

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE	TANGENT
C1	4.27	1.27	1.27	S89°47'48"	89°47'48"	4.27
C2	15.00	3.42	3.42	S89°47'48"	89°47'48"	15.00
C3	2.50	0.78	0.78	S89°47'48"	89°47'48"	2.50
C4	6.50	1.84	1.84	S89°47'48"	89°47'48"	6.50
C5	1.00	0.31	0.31	S89°47'48"	89°47'48"	1.00
C6	15.00	3.42	3.42	S89°47'48"	89°47'48"	15.00
C7	15.00	3.42	3.42	S89°47'48"	89°47'48"	15.00
C8	15.00	3.42	3.42	S89°47'48"	89°47'48"	15.00
C9	15.00	3.42	3.42	S89°47'48"	89°47'48"	15.00
C10	15.00	3.42	3.42	S89°47'48"	89°47'48"	15.00
C11	15.00	3.42	3.42	S89°47'48"	89°47'48"	15.00
C12	15.00	3.42	3.42	S89°47'48"	89°47'48"	15.00
C13	15.00	3.42	3.42	S89°47'48"	89°47'48"	15.00
C14	15.00	3.42	3.42	S89°47'48"	89°47'48"	15.00
C15	15.00	3.42	3.42	S89°47'48"	89°47'48"	15.00
C16	15.00	3.42	3.42	S89°47'48"	89°47'48"	15.00
C17	15.00	3.42	3.42	S89°47'48"	89°47'48"	15.00
C18	15.00	3.42	3.42	S89°47'48"	89°47'48"	15.00
C19	15.00	3.42	3.42	S89°47'48"	89°47'48"	15.00
C20	15.00	3.42	3.42	S89°47'48"	89°47'48"	15.00
C21	15.00	3.42	3.42	S89°47'48"	89°47'48"	15.00
C22	15.00	3.42	3.42	S89°47'48"	89°47'48"	15.00
C23	15.00	3.42	3.42	S89°47'48"	89°47'48"	

RESOLUTION 5368
CLEARCREEK TOWNSHIP TRUSTEES
Warren County, Ohio
April 25, 2022

**A RESOLUTION ACCEPTING PUBLIC STREETS FOR MAINTENANCE IN
THE VILLAGES OF WINDING CREEK, THE BOULEVARDS, SECTIONS SIX
AND SEVEN, CLEARCREEK TOWNSHIP, WARREN COUNTY, OHIO, AND
DISPENSING WITH THE SECOND READING**

WHEREAS, the Board of County Commissioners for Warren County have accepted the following streets in The Villages of Winding Creek, The Boulevards, Section Six and Seven, and approved them for maintenance by Clearcreek Township, and Clearcreek Township is accepting the same for maintenance (relevant parts of): Aspen Brook Court, Crooked Creek Drive, Linden Brook Drive, Wandering Stream Way, Whispering Stream Court, and Winding ~~Creek~~ ^{Run} Boulevard.

NOW THEREFORE, BE IT RESOLVED by the Board of Clearcreek Township Trustees that:

SECTION 1. Clearcreek Township accepts for maintenance the relevant parts of the following streets in The Villages of Winding Creek, The Boulevards, Section Six and Seven: Aspen Brook Court, Crooked Creek Drive, Linden Brook Drive, Wandering Stream Way, Whispering Stream Court, and Winding ~~Creek~~ ^{Run} Boulevard as depicted in the attached exhibit.

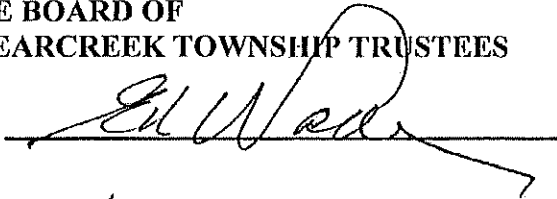
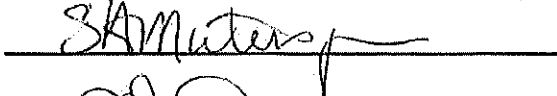

SECTION 2. The Trustees of Clearcreek Township, upon majority vote, hereby dispenses with the requirement that this Resolution be read on two separate days, and authorizes the adoption of this Resolution upon its first reading.

Mr. GABBARD moved to adopt the foregoing Resolution. Mr. MUTERSPAW seconded the motion and upon the call of the roll the following vote resulted:

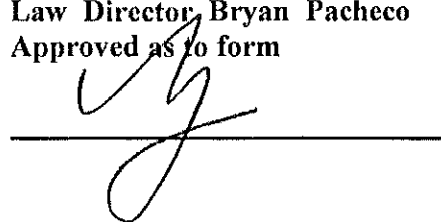
Mr. Wade	- YEA
Mr. Gabbard	- YEA
Mr. Muterspaw	- YEA

Resolution adopted at a regular public meeting conducted April 25, 2022.

**THE BOARD OF
CLEARCREEK TOWNSHIP TRUSTEES**

**Law Director, Bryan Pacheco
Approved as to form**



Resolution

Number 22-0684

Adopted Date May 10, 2022

APPROVE CROOKED CREEK DRIVE, ASPEN BROOK COURT, WANDERING STREAM WAY AND WHISPERING STREAM COURT IN THE VILLAGES OF WINDING CREEK, THE BOULEVARDS AT WINDING CREEK, SECTION SIX FOR PUBLIC MAINTENANCE BY CLEARCREEK TOWNSHIP

WHEREAS, the Warren County Engineer has verified that Crooked Creek Drive, Aspen Brook Court, Wandering Stream Way and Whispering Stream Court have been constructed in compliance with the approved plans and specifications; and

Street Number	Street Name	Street Width	Street Mileage
2416-T	Crooked Creek Drive	0'-29'-0"	0.154
2473-T	Aspen Brook Court	0'-29'-0"	0.204
2592-T	Wandering Stream Way	0'-29'-0"	0.219
2593-T	Whispering Stream Court	0'-29'-0"	0.126

NOW THEREFORE BE IT RESOLVED, to accept the above street name for public maintenance by Clearcreek Township; and

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

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

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

Resolution adopted this 10th day of May 2022.

BOARD OF COUNTY COMMISSIONERS

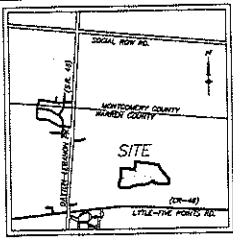


Tina Osborne, Clerk

cc: Map Room (Certified copy)
Township Trustees
Engineer (file)
Developer
Bond Agreement file

THE VILLAGES OF WINDING CREEK THE BOULEVARDS AT WINDING CREEK SECTION SIX

SEC. 21 & 27, TOWN 3E, RANGE 5N M.Rs.
CLEARCREEK TOWNSHIP, WARREN COUNTY, OHIO
CONTAINING 40.9449 TOTAL ACRES



VICINITY MAP

NOT TO SCALE

OWNERS' CONSENT AND DEDICATION:

WE THE UNDERSIGNED, BEING ALL THE OWNERS AND LESSEHOLDERS OF THE LANDS HEREIN PLATTED, DO HEREBY VOLUNTARILY CONSENT TO THE EXECUTION OF THE SAID PLAT AND DO DEDICATE THE STREETS, PARKS, OR PUBLIC GROUNDS AS SHOWN HEREON TO THE PUBLIC USE FOREVER.

ANY PUBLIC UTILITY EASEMENTS, AS SHOWN ON THIS PLAT ARE FOR THE PLACEMENT OF PUBLIC UTILITIES, SIDEWALKS AND FOR THE MAINTENANCE AND REPAIR OF SAID UTILITIES. THIS EASEMENT AND UTILITIES, ALL OTHER EASEMENTS SHOWN ON THIS PLAT, UNLESS DESIGNATED FOR A SPECIFIC PURPOSE, ARE FOR THE CONSTRUCTION, OPERATION, MAINTENANCE, REPAIR, REPLACEMENT OR REMOVAL OF WATER, SEWER, GAS, ELECTRIC, TELEPHONE, CABLE TELEVISION OR OTHER UTILITY LINES OR SERVICES, STORMWATER DISPOSAL AND FOR THE EXPRESS PRIVILEGE OF CUTTING, TRIMMING OR REMOVING ANY TREES OR OTHER OBSTRUCTIONS WITHIN SAID EASEMENT, OR IMMEDIATELY ADJACENT THEREOF, AND ALL TREES OR OTHER OBSTRUCTIONS WITHIN SAID EASEMENT AND FOR PROVIDING INGRESS AND EGRESS TO THE FREE USE OF SAID EASEMENTS ADJACENT STREETS AND FOR PROVIDING INGRESS AND EGRESS TO THE PROPERTY FOR SAID PURPOSES AND ARE TO BE MAINTAINED AS SUCH FOREVER. NO BUILDING OR OTHER STRUCTURES MAY BE BUILT WITHIN SAID EASEMENTS. NOR MAY THE EASEMENT AREA BE PHYSICALLY ALTERED SO AS TO (1) REDUCE CLEARANCES OF EITHER OVERHEAD OR UNDERGROUND FACILITIES; (2) IMPAIR THE LAND SUPPORT OF SAID FACILITIES; (3) IMPAIR THE ABILITY TO MAINTAIN THE FACILITIES OR (4) CREATE A HAZARD.

THE ABOVE PUBLIC UTILITY EASEMENTS ARE FOR THE BENEFIT OF ALL PUBLIC UTILITY SERVICE PROVIDERS INCLUDING BUT NOT LIMITED TO:

LIST OF PROVIDERS: AT&T, DP&L, VEESTREN, TIME WARNER CABLE, MONTGOMERY COUNTY SANITARY, WARREN COUNTY WATER.

ALL MAILBOXES ARE TO BE PLACED WITHIN THE PUBLIC UTILITY EASEMENTS.

AS TO ALL:

OWNER: VMC HOLDINGS, LTD.
AN OHIO LIMITED LIABILITY COMPANY

WITNESS: [Signature]

WITNESS: [Signature]

BY: [Signature]
DAVID C. GAINES
MANAGER

CERTIFICATE OF NOTARY PUBLIC:

STATE OF OHIO, S.S. BE IT REMEMBERED THAT ON THIS 15TH DAY OF December, 2017, BEFORE ME THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY CAME RICHARD J. DEARD, VICE PRESIDENT WHO ACKNOWLEDGED THE SIGNING AND EXECUTION OF THE FOREGOING PLAT TO BE HIS VOLUNTARY ACT AND DEED.

IN TESTIMONY WHEREOF, I HAVE SET MY HAND AND NOTARY SEAL ON THE DAY AND DATE OF ABOVE WRITTEN.

[Signature]

NOTARY PUBLIC STATE OF OHIO

MY COMMISSION EXPIRES: [Date]

NEW HOLDER: CUD FORT BANKING COMPANY

AS TO ALL:

BY: [Signature]
RICHARD J. DEARD
VICE PRESIDENT

WITNESS: [Signature]

CERTIFICATE OF NOTARY PUBLIC:

STATE OF OHIO, S.S. BE IT REMEMBERED THAT ON THIS 27TH DAY OF December, 2017, BEFORE ME THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY CAME RICHARD J. DEARD, VICE PRESIDENT WHO ACKNOWLEDGED THE SIGNING AND EXECUTION OF THE FOREGOING PLAT TO BE HIS VOLUNTARY ACT AND DEED.

IN TESTIMONY WHEREOF, I HAVE SET MY HAND AND NOTARY SEAL ON THE DAY AND DATE OF ABOVE WRITTEN.

[Signature]

NOTARY PUBLIC STATE OF OHIO

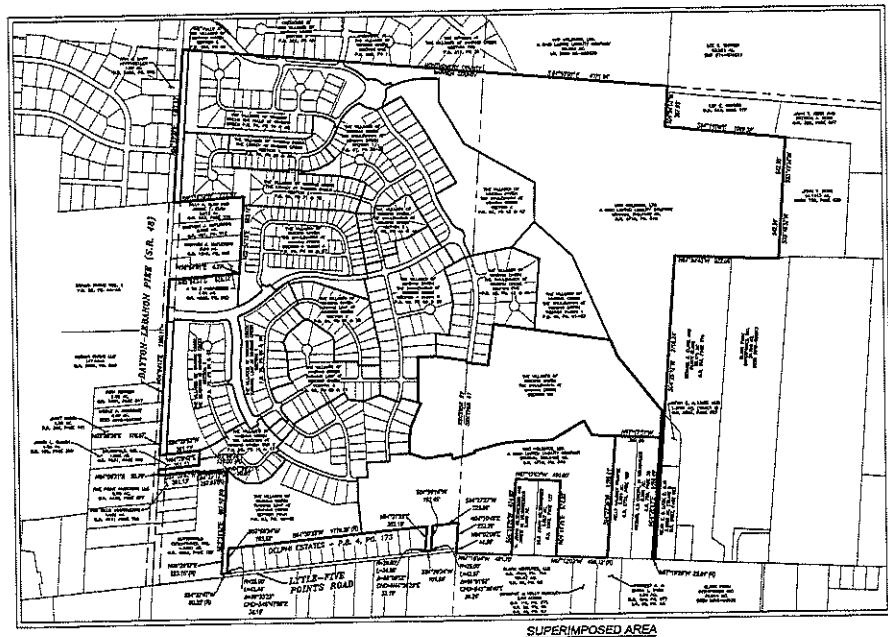
MY COMMISSION EXPIRES: [Date]

DRAINAGE STATEMENT:

UNLESS OTHERWISE DESIGNATED ON THIS PLAT, A FIFTEEN (15) FOOT WIDE DRAINAGE EASEMENT SHALL EXIST ALONG ALL COMMON SIDE LOT LINES, WITH THE COMMON LINE BEING THE CENTERLINE OF SAID EASEMENT.

THE EASEMENT AREAS SHALL BE MAINTAINED CONTINUOUSLY BY THE LOT OWNERS, WITHIN THE EASEMENT, NO STRUCTURE, PLANTING, FENCING, CULVERT, OR OTHER MATERIAL SHALL BE PLACED OR PERMITTED TO REMAIN WHICH MAY OBSTRUCT, RETARD, OR DIVERT THE FLOW THROUGH THE WATERCOURSE. EASEMENTS SHOWN ON THIS PLAT AND DESIGNATED AS "DRAINAGE EASEMENTS" ARE DEDICATED TO THE HOME OWNERS ASSOCIATION OF THE VILLAGES OF WINDING CREEK.

THE WARREN COUNTY COMMISSIONERS AND THE BOARD OF TOWNSHIP TRUSTEES ASSUME NO LEGAL OBLIGATION TO MAINTAIN OR REPAIR ANY OPEN DRAIN, DITCHES OR WATERCOURSE WITHIN THE EASEMENT AREA UNLESS NOTED OTHERWISE ON THIS PLAT. HOWEVER, WHEN THE PLATTED RIGHT-OF-WAY AREA HAS BEEN PREVIOUSLY ACCEPTED FOR PUBLIC MAINTENANCE BY RESOLUTION OF THE BOARD OF TOWNSHIP TRUSTEES, THE BOARD OF TRUSTEES OR THEIR REPRESENTATIVES MAY ENTER UPON AND MAINTAIN THE EASEMENT AREAS AND, IN ACCORDANCE WITH SECTION 3605.01 OF THE OHIO REVISED CODE, MAY REMOVE OR CAUSE THE REMOVAL OF AN OBSTRUCTION ADVERSELY IMPACTING AN AREA WITHIN THE PUBLIC RIGHT-OF-WAY.



ALL THE LANDS OF THE GRANTOR ARE SHOWN HEREON

UNTIL THE EXPIRATION OF THE DEVELOPER'S PUBLIC IMPROVEMENT MAINTENANCE BONDING PERIOD, THE DEVELOPER (OR THEIR AGENTS) HEREBY GRANT THE RIGHT TO ENTER UPON ALL LOTS TO ESTABLISH OR RE-ESTABLISH DRAINAGE SWALES WITHIN ALL DRAINAGE EASEMENTS FOR THE PURPOSES OF CONTROLLING AND DIRECTING STORMWATER TO COLLECTION FACILITIES OR DRAINAGE CHANNELS.

THE PUBLICLY-MAINTAINED PORTION OF THE STORM SEWER SYSTEM WILL INCLUDE STORM DRAINS, CULVERTS, AND/OR DITCHES LOCATED WITHIN OTHER THE PUBLIC RIGHT-OF-WAY OR THE PUBLIC UTILITY EASEMENT AREA ADJACENT TO THE ROAD RIGHT-OF-WAY WITH THE EXCEPTION OF SUMP MAINS AND CHIMNEYS FOR PRIVATE DRAINWAYS. WHERE, IN LIEU OF AN OPEN DITCH, A DEVELOPER, BUILDER OR LOT OWNER INSTALLS A STORM DRAIN ON PRIVATE PROPERTY, THE STORM DRAIN SHALL BE DESIGNED BY A PROFESSIONAL ENGINEER TO ENSURE THAT NEITHER THIS PROPERTY OR ADJACENT PROPERTIES ARE NEGATIVELY IMPACTED, AND THE LOT OWNER MUST NOTE THAT THEY ARE RESPONSIBLE FOR MAINTAINING THE STORM DRAIN UNLESS NOTED OTHERWISE ON THE PLAT.

NOTE: THE HOME OWNERS ASSOCIATION IS RESPONSIBLE FOR MAINTAINING ALL STORM WATER FACILITIES LOCATED OUTSIDE OF THE PUBLIC RIGHT-OF-WAY INCLUDING SEWER STRUCTURES, DETENTION/RETENTION BASINS, AND SUMP MAINS.

LANDSCAPING NOTE:
THE WARREN COUNTY COMMISSIONERS AND CLEARCREEK TOWNSHIP TRUSTEES MAY MODIFY LANDSCAPING THAT THEY HAVE DETERMINED TO CONSTITUTE A BRIGHT OBSTRUCTION OR A SAFETY HAZARD AND/OR CONSTITUTE ANY ROADWAY-RELATED IMPROVEMENTS WITHIN THESE PARCELS AS THEY DETERMINE TO BE IN THE PUBLIC INTEREST.

OCCUPATION STATEMENT:
NO OCCUPATION CURRENTLY EXISTS ALONG THE BOUNDARY LINES AS SHOWN.

RESTRICTIONS AND COVENANTS:
THE ENTIRE PROPERTY SHOWN HEREIN AND ALL IMPROVEMENT THEREON ARE SUBJECT TO THE RULES, REGULATIONS, COVENANTS AND RESTRICTIONS OF THE VILLAGES OF WINDING CREEK HOMEOWNERS ASSOCIATION AS FILED IN THE OFFICE OF THE WARREN COUNTY, OHIO RECORDER, RECORDED IN OFFICIAL RECORD BOOK 4277 AT PAGE 478 AND ALSO SUBJECT TO ALL RECORDED AMENDMENTS AND SUPPLEMENTS TO THE VILLAGES OF WINDING CREEK HOMEOWNERS ASSOCIATION DOCUMENTS WHICH MAY BE RECORDED FROM TIME TO TIME.

ZONING NOTE:
AREA SHOWN ON THIS PLAT IS CURRENTLY ZONED R1A-PUD, PER CLEARCREEK TOWNSHIP ZONING, WARREN COUNTY, OHIO.

FLOOD NOTE:
THE SUBJECT PROPERTY LIES IN ZONE X (AREA DETERMINED TO BE OUTSIDE OF THE 0.2% ANNUAL CHANCE FLOOD PLAIN), AS DETERMINED BY GRAPHIC INTERPOLATION FROM THE FLOOD INSURANCE RATE MAP (FIRM), COMMUNITY PANEL NUMBER 2800C 0035 E, WITH AN EFFECTIVE DATE OF DECEMBER 11, 2016, PUBLISHED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY.

NOTE: FLOOD DATA SHOWN HEREON HAS BEEN INTERPOLATED FROM SUPPLIED DATA AND IS NOT EXACT. THE SURVEYOR ASSUMES NO LIABILITY FOR THE CORRECTNESS OF THE DATA ON THE ABOVE QUOTED FIRM, AND THE STATEMENT PERTAINING TO THE FLOOD ZONE DOES NOT REPRESENT SURVEYOR'S OPINION OF THE PROBABILITY OF FLOODING.

ENGINEER/SURVEYOR:
CESO, INC.
654 YANKEE STREET
DAYTON, OHIO 45454
PHONE NO.: 513-438-6664

OWNER/DEVELOPER:
VMC HOLDINGS, LTD
654 YANKEE STREET
DAYTON, OHIO 45455
PHONE NO.: 513-438-6664

REGIONAL PLANNING COMMISSION APPROVAL:
THIS PLAT WAS APPROVED BY THE WARREN COUNTY REGIONAL PLANNING COMMISSION ON THE 2ND DAY OF Feb 2018.
[Signature]
EXECUTIVE DIRECTOR

WARREN COUNTY COMMISSIONERS APPROVAL:
WE THE BOARD OF COUNTY COMMISSIONERS OF WARREN COUNTY, OHIO HEREBY APPROVE THIS PLAT ON THIS 27TH DAY OF February, 2018.

WARREN COUNTY COMMISSIONERS:
[Signatures]

WARREN COUNTY AUDITOR:
TRANSFERRED ON THIS 28TH DAY OF February, 2018
[Signature]
DEPUTY

WARREN COUNTY RECORDER:
FILE NO. 2017-025573
RECEIVED ON THIS 28TH DAY OF February, 2018 AT 10:06h
RECORDED ON THIS 28TH DAY OF February, 2018 AT 10:06h
RECORDED IN PLAT BOOK NO. 97, PAGE 23, 24, 25
FEE \$29.20
[Signature]
DEPUTY

MONTGOMERY COUNTY SANITARY ENGINEER APPROVAL:
I HEREBY APPROVE THIS PLAT ON THIS 15TH DAY OF December, 2017.
[Signature]
DEPUTY

WARREN COUNTY SANITARY ENGINEER APPROVAL:
I HEREBY APPROVE THIS PLAT ON THIS 1ST DAY OF February, 2018.
[Signature]
WARREN COUNTY SANITARY ENGINEER

CLEARCREEK TOWNSHIP ZONING INSPECTOR APPROVAL:
I HEREBY APPROVE THIS PLAT ON THIS 27TH DAY OF December, 2017.
[Signature]
WARREN COUNTY CLEARCREEK TOWNSHIP ZONING INSPECTOR

WARREN COUNTY ENGINEER APPROVAL:
I HEREBY APPROVE THIS PLAT ON THIS 07TH DAY OF February, 2018.
[Signature]
WARREN COUNTY ENGINEER

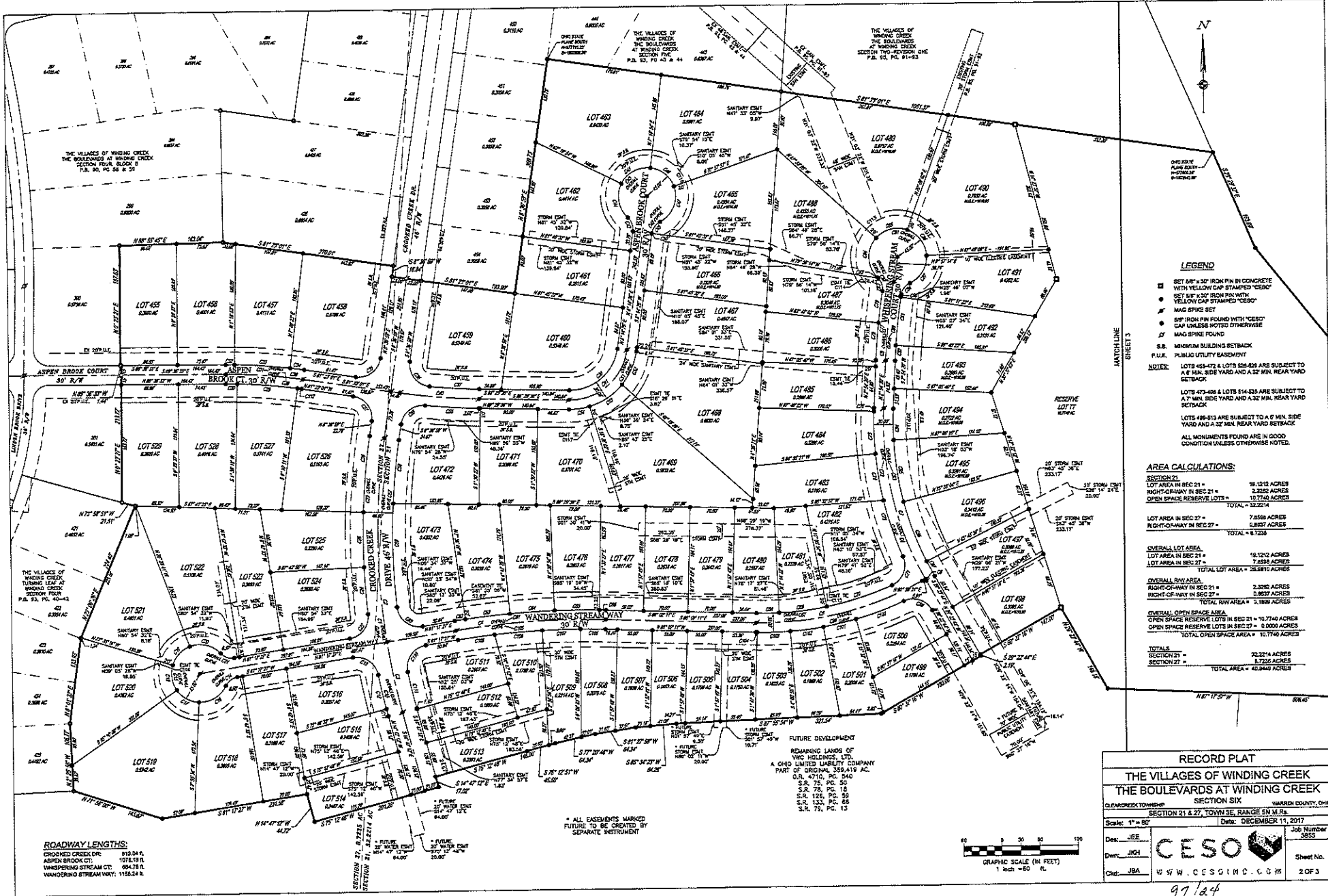
CERTIFICATE OF SURVEYOR:
THIS RECORD PLAN WAS PREPARED IN ACCORDANCE WITH O.A.C. CHAPTER 4723-27 AND O.R.C. CHAPTER 1711.01-06. I CERTIFY THAT THIS RECORD PLAN WAS MADE UNDER MY DIRECT SUPERVISION AND IS BASED ON A FIELD SURVEY BY CESO, INC. IN OCTOBER 2016.
[Signature]
DATE: [Date]

DEED REFERENCE:
SITUATED IN PART OF SECTIONS 21 & 27, TOWN 3E, RANGE 5N, M.Rs., CLEARCREEK TOWNSHIP, WARREN COUNTY, OHIO, CONTAINING 40.9449 ACRES AND BEING A PART OF A 326.412 ACRE TRACT OF LAND AS CONVEYED TO VMC HOLDINGS LTD, A OHIO LIMITED LIABILITY CO., AND DESCRIBED IN THE DEED OF RECORD IN O.A. 4714, 04, SA, RECORDERS OFFICE, WARREN COUNTY, OHIO.

BASIS OF BEARINGS:
BEARINGS SHOWN HEREIN ARE BASED UPON THE CENTERLINE OF STATE ROUTE 48 (NATIONAL HIGHWAY 48), BEARING 171° 07' 14" W AS SHOWN BY DEED OF RECORD 24499-00-00 IN MONTGOMERY COUNTY RECORDER'S OFFICE, AND AS SHOWN ON THE RECORD OF LAND SURVEYS IN WARREN COUNTY ENGINEERS OFFICE ON SURVEY VOLUME 75, PAGE 62 AND THE MONTGOMERY COUNTY ENGINEERS OFFICE SURVEY SUR 16-2.

No.	Date	Revision

RECORD PLAT			
THE VILLAGES OF WINDING CREEK			
THE BOULEVARDS AT WINDING CREEK			
SECTION SIX			
CLEARCREEK TOWNSHIP	WARREN COUNTY, OHIO	SECTION 21 & 27, TOWN 3E, RANGE 5N M.Rs.	
Scale: 1" = 500'	Date: DECEMBER 11, 2017	Job Number: 3853	
Drawn: JEE			
Checked: JCH			
Checked: JBA			
		Sheet No. 1 OF 3	
WWW.CESODAC.COM			



LEGEND

- SET 8" x 32" IRON PIN IN CONCRETE WITH YELLOW CAP STAMPED "CSO"
- SET 5" x 30" IRON PIN WITH YELLOW CAP STAMPED "CSO"
- MAG STRIP SET
- 8" IRON PIN FOUND WITH "CSO" CAP UNLESS NOTED OTHERWISE
- MAG STRIP FOUND
- S.B. MINIMUM BUILDING SETBACK
- P.U.L. PLUMB LIFT PLACED
- INDEX: LOTS 454-474 & LOTS 526-528 ARE SUBJECT TO A 6' MIN. SIDE YARD AND A 32' MIN. REAR YARD SETBACK
- LOTS 475-488 & LOTS 514-533 ARE SUBJECT TO A 7' MIN. SIDE YARD AND A 32' MIN. REAR YARD SETBACK
- LOTS 499-513 ARE SUBJECT TO A 6' MIN. SIDE YARD AND A 32' MIN. REAR YARD SETBACK
- ALL MONUMENTS FOUND ARE IN GOOD CONDITION UNLESS OTHERWISE NOTED.

AREA CALCULATIONS:

SECTION 21	16.1212 ACRES
RIGHT-OF-WAY IN SEC 21 =	2.2322 ACRES
OPEN SPACE RESERVE LOTS =	10.7740 ACRES
TOTAL =	29.1274 ACRES
LOT AREA IN SEC 27 =	7.8558 ACRES
RIGHT-OF-WAY IN SEC 27 =	0.8257 ACRES
TOTAL =	8.6815 ACRES
OVERALL LOT AREA	16.1212 ACRES
LOT AREA IN SEC 21 =	7.8558 ACRES
LOT AREA IN SEC 27 =	7.7214 ACRES
TOTAL LOT AREA =	26.8910 ACRES
OVERALL RW AREA	2.3082 ACRES
RIGHT-OF-WAY IN SEC 21 =	0.8257 ACRES
RIGHT-OF-WAY IN SEC 27 =	1.4825 ACRES
TOTAL RW AREA =	3.1889 ACRES
OVERALL OPEN SPACE AREA	10.7740 ACRES
OPEN SPACE RESERVE LOTS IN SEC 21 =	10.7740 ACRES
OPEN SPACE RESERVE LOTS IN SEC 27 =	0.0000 ACRES
TOTAL OPEN SPACE AREA =	10.7740 ACRES
TOTALS	
SECTION 21 =	32.2214 ACRES
SECTION 27 =	8.7252 ACRES
TOTAL AREA =	40.9466 ACRES

ROADWAY LENGTHS:

CROOKED CREEK DR.	519.04 ft.
ASPEN BROOK CT.	1078.79 ft.
WANDERING STREAM CT.	604.78 ft.
WANDERING STREAM WAY.	1155.24 ft.

* ALL EASEMENTS MARKED FUTURE TO BE CREATED BY SEPARATE INSTRUMENT

FUTURE DEVELOPMENT
REMAINING LANDS OF VHC HOLDINGS, LTD., A CHIO LIMITED LIABILITY COMPANY PART OF ORIGINAL 358.419 AC. D.L. 4710, PG. 540 S.R. 75, PG. 50 S.R. 76, PG. 18 S.R. 125, PG. 59 S.R. 133, PG. 68 S.R. 79, PG. 13

RECORD PLAT

THE VILLAGES OF WINDING CREEK
THE BOULEVARDS AT WINDING CREEK
SECTION SIX

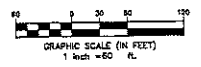
CLEARCREEK TOWNSHIP WAGON COUNTY, OHIO
 SECTION 21 & 27, TOWN SE, RANGE 5M, MER. 1
 Scale: 1" = 80'

Date: DECEMBER 11, 2017

Des: JEE Job Number: 3853
 Dwn: JCH
 Ctd: JBA W/W.C.E.S.O.I.N.C.O.C.# 2 OF 3

CESIO

97/24



RESOLUTION 5368
CLEARCREEK TOWNSHIP TRUSTEES
Warren County, Ohio
April 25, 2022

**A RESOLUTION ACCEPTING PUBLIC STREETS FOR MAINTENANCE IN
THE VILLAGES OF WINDING CREEK, THE BOULEVARDS, SECTIONS SIX
AND SEVEN, CLEARCREEK TOWNSHIP, WARREN COUNTY, OHIO, AND
DISPENSING WITH THE SECOND READING**

WHEREAS, the Board of County Commissioners for Warren County have accepted the following streets in The Villages of Winding Creek, The Boulevards, Section Six and Seven, and approved them for maintenance by Clearcreek Township, and Clearcreek Township is accepting the same for maintenance (relevant parts of): Aspen Brook Court, Crooked Creek Drive, Linden Brook Drive, Wandering Stream Way, Whispering Stream Court, and Winding ~~Creek~~ ^{Run} Boulevard.

NOW THEREFORE, BE IT RESOLVED by the Board of Clearcreek Township Trustees that:

SECTION 1. Clearcreek Township accepts for maintenance the relevant parts of the following streets in The Villages of Winding Creek, The Boulevards, Section Six and Seven: Aspen Brook Court, Crooked Creek Drive, Linden Brook Drive, Wandering Stream Way, Whispering Stream Court, and Winding ~~Creek~~ ^{Run} Boulevard as depicted in the attached exhibit.

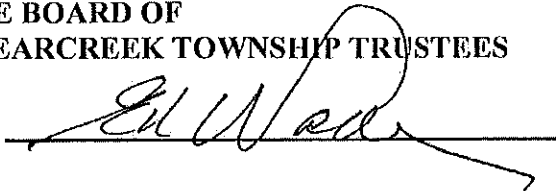
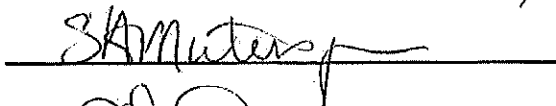
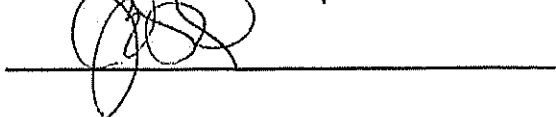
SECTION 2. The Trustees of Clearcreek Township, upon majority vote, hereby dispenses with the requirement that this Resolution be read on two separate days, and authorizes the adoption of this Resolution upon its first reading.

Mr. GABBARD moved to adopt the foregoing Resolution. Mr. MUTERSPAW seconded the motion and upon the call of the roll the following vote resulted:

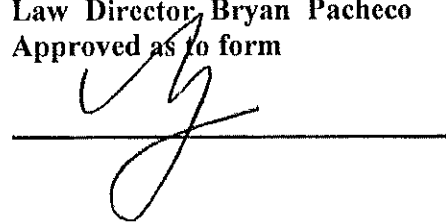
Mr. Wade	- YEA
Mr. Gabbard	- YEA
Mr. Muterspaw	- YEA

Resolution adopted at a regular public meeting conducted April 25, 2022.

**THE BOARD OF
CLEARCREEK TOWNSHIP TRUSTEES**

Law Director, Bryan Pacheco
Approved as to form



*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 22-0685

Adopted Date May 10, 2022

APPROVE SUPPLEMENTAL APPROPRIATION INTO LOCAL FISCAL RECOVERY
FUND #2211

BE IT RESOLVED, to provide funds for a feasibility study and analysis related to the Middletown Multi-Purpose Venue approved by the Board, it is necessary to approve the following supplemental appropriation within fund 2211:

\$197,000.00 into #22111110- 5410 (Fiscal Recovery – Contracts BOCC Approved)

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

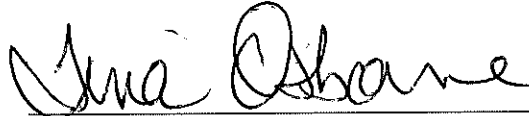
Mr. Grossmann – absent

Mrs. Jones – yea

Mr. Young – yea

Resolution adopted this 10th day of May 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/sm

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

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 22-0686

Adopted Date May 10, 2022

APPROVE SUPPLEMENTAL APPROPRIATION INTO COMMON PLEAS SPECIAL
PROJECTS #2224

BE IT RESOLVED, to approve the following supplemental appropriation:

\$ 1,000.00 into #22241220-5910 (Other Expenses)

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

Mr. Grossmann – absent

Mrs. Jones – yea

Mr. Young – yea

Resolution adopted this 10th day of May 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

Resolution

Number 22-0687

Adopted Date May 10, 2022

APPROVE SUPPLEMENTAL APPROPRIATION INTO JAIL SALES TAX FUND #4495

BE IT RESOLVED, to approve a supplemental appropriation into Fund #4495 as follows:

\$10,000.00 into 44953712-5320 (Capital Purchases)

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

Mr. Grossmann – absent

Mrs. Jones – yea

Mr. Young – yea

Resolution adopted this 10th day of May 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Supplemental Appropriation file
Facilities Management (file)

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 22-0688

Adopted Date May 10, 2022

APPROVE SUPPLEMENTAL APPROPRIATION INTO AIRPORT FUND #4479

BE IT RESOLVED, to approve the following supplemental appropriation:

\$195,000.00 into #44793850-5320 (Airport – Capital Purchases)

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


Mr. Grossmann – absent

Mrs. Jones – yea

Mr. Young – yea

Resolution adopted this 10th day of May 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Supplemental Appropriation file
Airport (file)
OMB – S. Spencer

Resolution

Number 22-0689

Adopted Date May 10, 2022

APPROVE APPROPRIATION ADJUSTMENT FROM COMMISSIONERS GENERAL FUND #11011110 INTO COMMON PLEAS COURT SERVICES FUND #11011223

BE IT RESOLVED, to approve the following appropriation adjustment from Commissioners Fund #11011110 into Common Pleas Court Services #11011223 in order to process a vacation leave payout for James Wolfe former employee of Common Pleas Court Services:


\$1,220.00	from	#11011110-5882	(Commissioners - Vacation Leave Payout)
	into	#11011223-5882	(Common Pleas Court Services - Vacation Leave Payout)

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

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

Resolution adopted this 10th day of May 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

Resolution

Number 22-0690

Adopted Date May 10, 2022

APPROVE APPROPRIATION ADJUSTMENT FROM COMMISSIONERS GENERAL FUND #11011110 INTO DOMESTIC RELATIONS COURT FUND #11011230

BE IT RESOLVED, to approve the following appropriation adjustment from Commissioners Fund #11011110 into Domestic Relations Court #11011230 in order to process a vacation leave payout for Gina Kalbaugh former employee of Domestic Relations Court:

\$271.00	from	#11011110-5882	(Commissioners - Vacation Leave Payout)
	into	#11011230-5882	(Domestic Relations Court - Vacation Leave Payout)

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

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

Resolution adopted this 10th day of May 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Appropriation Adjustment file
Domestic Relations Court (file)
OMB

Resolution

Number 22-0691

Adopted Date May 10, 2022

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

BE IT RESOLVED, to approve the following appropriation adjustment from Commissioners Fund #11011110 into Emergency Services #11012850 in order to process vacation leave payouts for Tonya Cornett former employees of Emergency Services:


\$7,885.00	from	#11011110-5882	(Commissioners - Vacation Leave Payout)
	into	#11012850-5882	(Emergency Services - Vacation Leave Payout)

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

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

Resolution adopted this 10th day of May 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 22-0692

Adopted Date May 10, 2022

APPROVE APPROPRIATION ADJUSTMENT WITHIN COMMON PLEAS #11011220

BE IT RESOLVED, to approve the following appropriation adjustment:

\$ 3,500.00 from #11011220-5820 (Health/Life Insurance)
 into #11011220-5317 (Non Capital Purchases)

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

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

Resolution adopted this 10th day of May 2022.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

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

BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO

Resolution

Number 22-0693

Adopted Date May 10, 2022

APPROVE APPROPRIATION ADJUSTMENT WITHIN DOMESTIC RELATIONS COURT
FUND #1011230

BE IT RESOLVED, to approve the following appropriation adjustment:

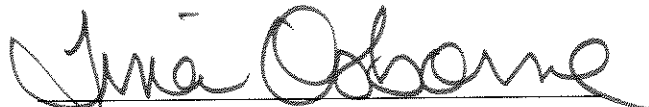
\$3,234.81	from	11011230-5318	(Data Board Approval Non Capital)
	into	11011230-5317	(Dom Rel Non Capital Purchases)

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

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

Resolution adopted this 10th day of May 2022.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor
Appropriation Adj. file
Domestic Relations (file)

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 22-0694

Adopted Date May 10, 2022

APPROVE APPROPRIATION ADJUSTMENT WITHIN PROBATE COURT FUND
#1011250

BE IT RESOLVED, to approve the following appropriation adjustment within Probate Court
fund #11011250:

\$2500.00	from	11011250-5210	(Probate Material & Supplies)
	into	11011250-5317	(Probate Non-Capital Purchase)

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

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

Resolution adopted this 10th day of May 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor ✓
Appropriation Adj. file
Juvenile/Probate (file)

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 22-0695

Adopted Date May 10, 2022

APPROVE APPROPRIATION ADJUSTMENT WITHIN FACILITIES MANAGEMENT
#11011600

BE IT RESOLVED, to approve the following appropriation adjustment:


\$5124.34 from #11011600-5210 (Material & Supplies)
 into #11011600-5370 (Software Non Data Board)

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

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

Resolution adopted this 10th day of May 2022.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor
Appropriation Adj. file
Facilities Management (file)

Resolution

Number 22-0696

Adopted Date May 10, 2022

APPROVE APPROPRIATION ADJUSTMENT WITHIN WARREN COUNTY GARAGE
FUND #11011620

BE IT RESOLVED, to approve the following appropriation adjustment:


\$4,000.00 from #11011620-5114 (Garage Overtime Pay)
 into #11011620-5370 (Software)

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

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

Resolution adopted this 10th day of May 2022.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor
 Appropriation Adj. file
 Garage (file)

Resolution

Number 22-0697

Adopted Date May 10, 2022

APPROVE APPROPRIATION ADJUSTMENT WITHIN COUNTY COURT FUND #2283

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

\$700.00 from #22831280-5400 (Purchased Services)
 into #22831280-5911 (Non-Taxable Meal Fringe)

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

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

Resolution adopted this 10th day of May 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 22-0698

Adopted Date May 10, 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.

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

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

Resolution adopted this 10th day of May 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/tao

cc:

Commissioners' file

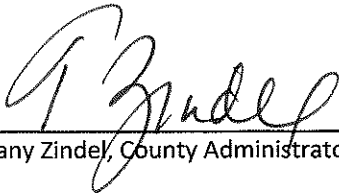
REQUISITIONS

Department	Vendor Name	Description	Amount
WAT	BUILDING CRAFTS INC	SEW SYCAMORE TRAILS WASTEWATER	\$ 7,149,410.00
WIB	JOBWORKS INC	WIB REEMPLOYMENT ASSISTANCE &	\$ 80,000.00
ENG	CITY OF MONROE	ENG. CVT-378 CITY OF MONROE GR	\$ 18,250.03
ENG	TRANSPORTATION IMPROVEMNT DISTRICT	ENG. BOCC CONTRIBUTION FOR THE	\$ 1,788,362.71
SHE	FARO TECHNOLOGIES INC	SHE SCANNER AND ACCESORSORIES	\$ 23,502.75
WAT	LARRY SMITH INC	WAT COLUMBIA RD WATERMAIN IMPR	\$ 745,045.00
EMS	D4H TECHNOLOGIES USA INC	EMS READINESS & RESPONSE SOFTW	\$ 6,625.00
BOC	MENTAL HEALTH RECOVERY BOARD SERVING	BOC PROVIDE ARPA FUNDS IN SUBR	\$ 400,000.00
BOE	QUADIENT INC	BOE- HIGH SPEED LETTER OPENER	\$ 19,283.00
BOE	QUADIENT INC	BOE- ENVELOPE PRINTER	\$ 20,686.00
BOC	JESS HOWARD ELECTRIC COMPANY	AIRPORT TAXIWAY LIGHTING AND NEW WINDCONE PROJECT	\$ 194,897.50

PO CHANGE ORDERS

Department	Vendor Name	Description	Amount
SEW	BURGESS & NIPLE	FOSTERS LIFT STATION IMPROVEMENTS	\$ 35,700.00 INCREASE

5/10/2022 APPROVED:



Tiffany Zindel, County Administrator