

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 21-1137

Adopted Date August 24, 2021

ACCEPT RESIGNATION OF AMBER VALENTINE, LEAD CASEWORKER III, WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION, EFFECTIVE SEPTEMBER 17, 2021

BE IT RESOLVED, to accept the resignation of Amber Valentine, Lead Caseworker III, within the Warren County Department of Job and Family Services, Children Services Division, effective September 17, 2021.

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

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

Resolution adopted this 24th day of August 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Children Services (file)
Amber Valentine's Personnel File
OMB – Sue Spencer
Tammy Whitaker

Resolution

Number 21-1138

Adopted Date August 24, 2021

AUTHORIZE THE POSTING OF THE "CASHIER/RECEPTIONIST" POSITION WITHIN THE BUILDING AND ZONING DEPARTMENT, IN ACCORDANCE WITH WARREN COUNTY PERSONNEL POLICY MANUAL, SECTION 2.02 (A)

WHEREAS, there exists an opening for the "Cashier/Receptionist" position within the Building and Zoning Department; and

NOW THEREFORE BE IT RESOLVED, to authorize the posting of the position of "Cashier/Receptionist" in accordance with Warren County Personnel Policy Manual, Section 2.02 (A); posting to occur for a period of at least seven (7) consecutive calendar days beginning August 20, 2021.

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

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

Resolution adopted this 24th day of August 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Building & Zoning (file)
OMB – Sue Spencer

Resolution

Number 21-1139

Adopted Date August 24, 2021

RESCIND RESOLUTION #21-1043 WHICH AUTHORIZED THE HIRING OF TIFFANY IBOLD AS CLERICAL SPECIALIST I WITHIN WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION

WHEREAS, Ms. Ibold did not meet the necessary hiring requirements for the position; and


NOW THEREFORE BE IT RESOLVED, to rescind Resolution #21-1043 adopted August 3, 2021, which authorized the hiring of Tiffany Ibold as Clerical Specialist, within Warren County Department of Job and Family Services, Children Services Division.

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

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

Resolution adopted this 24th day of August 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

HR

cc: Children Services (file)
T. Ibold's Personnel file
OMB-Sue Spencer

BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO

Resolution

Number 21-1140

Adopted Date August 24, 2021

CANCEL REGULARLY SCHEDULED COMMISSIONERS' MEETING OF THURSDAY,
AUGUST 26, 2021

BE IT RESOLVED, to cancel the regularly scheduled Commissioners' Meeting of Thursday,
August 26, 2021.

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

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

Resolution adopted this 24th day of August 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

/tao

cc: Auditor ✓
Commissioners' file
Press ✓

Resolution

Number 21-1141

Adopted Date August 24, 2021

DESIGNATE DEPOSITORIES FOR ACTIVE, INACTIVE AND INTERIM FUNDS OF PUBLIC MONIES OF WARREN COUNTY, OHIO

WHEREAS, this Board of County Commissioners, Warren County, Ohio, and the Warren County Treasurer have estimated the aggregate maximum amount of inactive and interim funds subject to its control for the depository period ending August 31, 2025; and

WHEREAS, on July 30, 2021, this Board received applications from nine (9) qualifying financial institutions of this County for the award of active, inactive, and interim funds for the period of September 1, 2021, through August 31, 2025, in accordance with Ohio Revised Code Section 135.33; and

NOW THEREFORE BE IT RESOLVED, that the following qualifying financial institutions are eligible depositories for active, inactive and interim funds, and the same are hereby designated as depositories for the inactive and interim fund of Warren County, Ohio for the period ending August 31, 2025:

Fifth Third Bank
1st National Bank
Key Bank National Association
JP Morgan Chase Bank
PNC Bank, National Association

First Financial Bank
Huntington National Bank
LCNB National Bank
Peoples Bank

BE IT FURTHER RESOLVED, that the County Treasurer be and is hereby authorized and directed to make the award of active, inactive and interim deposits in accordance with the applications received as of the 30th day of July 2021, and to make such subsequent awards as he deems advisable during the designation period; and

BE IT FURTHER RESOLVED that the Clerk of this Board is hereby directed to certify copies of this resolution to the County Treasurer, the County Auditor, and the financial institutions named herein.

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

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

Resolution adopted this 24th day of August 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

/to

cc: Treasurer (certified)
Financial Institutions (certified)

Auditor ____ (certified)
Depositories file

Resolution

Number 21-1142

Adopted Date August 24, 2021

APPROVE EMERGENCY PURCHASE OF WATER SOFTENER FOR THE WAYNESVILLE WASTEWATER TREATMENT PLANT

WHEREAS, the Sewer Department has encountered equipment failure with the current water softener at the Waynesville Wastewater Treatment Plant that assists our plant with preventing calcification caused by hard water; and

WHEREAS, the replacement of the water softener is critical and time sensitive as the calcification caused by the hard water is damaging the chlorine feed line which is needing to be replaced on the average of every nine (9) days; and

WHEREAS, the replacement of the water softener is needed so that the chlorine can be fed appropriately; and

NOW THEREFORE BE IT RESOLVED, to approve Purchase Order No. 21002162 with R D Baker Enterprises Inc. (does business as Dayton Water Systems) in the amount \$3,129.00 for a DS901 Twin Water Softener with 90,000 Grain Tank and Brine Tank.

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

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

Resolution adopted this 24th day of August 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

mbz

cc: Auditor
Water/Sewer (file)

BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO

Resolution

Number 21-1143

Adopted Date August 24, 2021

APPROVE AND ENTER INTO A MEMORANDUM OF UNDERSTANDING BETWEEN THE WARREN COUNTY BOARD OF COMMISSIONERS AND PUBLIC CHILDREN SERVICES ASSOCIATION OF OHIO (PCSAO) ON BEHALF OF WARREN COUNTY CHILDREN SERVICES (COUNTY PCSAO)

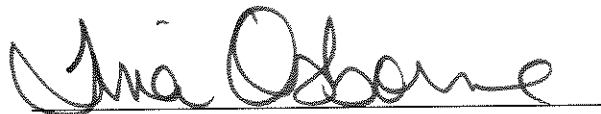
BE IT RESOLVED, to approve and authorize the Warren County Board of Commissioners to enter into a Memorandum of Understanding with Public Children Services Association of Ohio on behalf of Warren County Children Services; copy of agreement is attached hereto and made a part hereof.

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

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

Resolution adopted this 24th day of August 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

jc/

cc: c/a – Public Children Services Association of Ohio
Children Services (file)



Safe Children, Stable Families, Supportive Communities

Memorandum of Understanding

THIS MEMORANDUM OF UNDERSTANDING (“Agreement”) is made and entered into as of July 1, 2021 (Effective Date), by and between Public Children Services Association of Ohio, a nonprofit corporation organized under the laws of the State of Ohio (“PCSAO”), and the Warren County Ohio Board of County Commissioners on behalf of Warren County Children Services, a governmental entity organized under the laws of Ohio (“County PCSA”). PCSAO and County PCSA are sometimes referred to individually as a Party and collectively as the Parties.

PCSAO is a membership-driven association of Ohio’s county Public Children Services Agencies that advocates for and supports child protection program excellence and sound public policy for safe children, stable families, and supportive communities in Ohio.

In furtherance of Parties’ respective missions, the Parties wish to work together and collaborate with each other to plan and implement the Ohio START (Sobriety, Treatment, and Reducing Trauma) program which is an evidence-informed children services-led intervention model that helps public children services agencies (PCSAs) bring together caseworkers, behavioral health providers, and family peer mentors into teams dedicated to helping families struggling with co-occurring child maltreatment and substance use disorder. Specifically, the Parties will work together to implement Ohio START in partnership with the Ohio START Leadership Council.

This Agreement is supported by grant number G-2223-06-0069 awarded by the Ohio Department of Job and Family Services. The award date is July 1st, 2021. This agreement is also supported by grant number 2100821 awarded by Department of Health and Human Services, Substance Abuse and Mental Health Services Administration. The Federal award identification (FAIN) is H79TI083294 and the federal award date is March 31st, 2021.

NOW, THEREFORE, in consideration of the foregoing, the Parties agree as follows:

1. Collaboration. During the Term of this Agreement, the Parties shall work together to implement the Ohio START program.

2. Oversight and Evaluation.

2.1. Collaboration Oversight. The Parties shall meet regularly throughout the term of the Agreement to provide their expertise and input into the Collaboration, including the development, implementation and evaluation of Ohio START.

2.2. Operations. In consultation with PCSAO, County PCSA shall be responsible for managing the day-to-day operations of the Ohio START program. PCSAO shall be responsible for regional and statewide coordination of trainings, meetings, technical assistance, and consultation.

2.3. Evaluation and Data. The Parties shall regularly evaluate Ohio START for compliance and progress towards anticipated measurable outcomes as set forth in the program’s Evaluation Plan to this

Agreement attached hereto as Exhibit A. County PCSA will provide and otherwise facilitate reasonable access to data with the evaluation of Ohio START.

3. County PCSA Responsibilities.

3.1. Implementation Requirements. To participate in Ohio START, the County PCSA agrees to work to meet the program's implementation requirements, roles and responsibilities as set forth in the program's Essential Components & Fidelity Standards attached hereto as Exhibit B. The County PCSA also agrees to adhere as best it can to the guidelines set forth in the program's Minimum Work Guidelines attached hereto as Exhibit C.

3.2. Leadership and Support. In addition to ongoing local management of Ohio START, provided by a lead identified by County PCSA, PCSA leadership shall work with PCSAO to support, implement, and evaluate Ohio START program.

3.3. Implementation. County PCSA is responsible for implementing Ohio START by working directly with abused and neglected children and their families. The County PCSA responsibilities include, but are not limited to: establish a screening and assessment process to identify children and their families to participate in Ohio START; create strategic partnerships with other county agencies, including juvenile and family drug courts, Alcohol, Drug and Mental Health Boards, Family and Child First Council, and behavioral health providers; execute a MOU with behavioral health providers to implement Ohio START, and establish collaboration between the PCSA, behavioral health provider, and the juvenile/family court; ensure family peer mentors are recruited, employed, trained and appropriately supervised to provide services to Ohio START families; ensure staff have received training on the screening/ assessment tools that will be used during the referral process; establish teams and participate in cross-training on the START model; local county teams will develop local protocols for referring, accessing treatment in a timely manner, intensive case management, team meetings, and case closure; participate in project meetings; collect required data for PCSAO and evaluation team as specified in section 3.6; provide timely and complete program and fiscal reports; identify key staff responsible for ensuring success of the program; Ensure the agency is working toward model fidelity by having all PCSA staff, behavioral health providers, family peer mentors, and juvenile/family court personnel trained in the model and conducting continuous quality improvement based upon recommendations from the PCSAO Ohio START Technical Assistance team and data provided by Ohio START evaluation team; and work with their local providers to ensure the provider is entering Ohio START client information into the Ohio Behavioral Health (OHBH) System.

3.4. Shared Learning Opportunities. As appropriate, County PCSA may invite PCSAO and Ohio START Leadership Council to participate in joint learning sessions, convenings, trainings, and other meetings held or sponsored by County PCSA to inform strategies that support the implementation of Ohio START.

3.5. Fiscal Responsibility. Subject to the terms and conditions of this Agreement, and the detailed budget and maximum amounts contained in the County PCSA Ohio START's Program Budget to this Agreement attached hereto as Exhibit D. County PCSA as the sub-grantee must submit the Ohio START Program Budget to PCSAO for each fiscal year covered in this agreement. The County PCSA is responsible for tracking Ohio START expenditures and for adhering to the requirements in this Agreement. County PCSA acknowledges that any misuse of grant funds or miscalculation of non-grant funds is solely the responsibility of the County PCSA and that the County PCSA shall be solely responsible for all liability for such misuse and/or miscalculation and shall be responsible for returning such misuse of funds and any other penalties associated with the misuse. The County PCSA expressly agrees that any miscalculation and/or misuse of funds under this section shall also constitute negligence of the County PCSA pursuant to Section 15.2 of this Agreement.

3.6. Data Sharing and Evaluation. County PCSA will work with the Ohio State University College of Social Work and the Ohio University Voinovich School of Leadership and Public Affairs that will continuously evaluate Ohio START to assess the level of readiness of each county to implement Ohio START; to identify how the interventions were implemented in each county and the degree to which benchmarks were met over the course of the intervention period in order to assess where Ohio START increased access to service for populations receiving these intervention activities; to determine each PCSA's achievement of model fidelity; to determine how parenting behaviors have changed for parents with substance abuse problems; and to evaluate the effectiveness of the Ohio START in reducing child maltreatment among families with substance abuse problems. The universities will share with PCSAO and County PCSA model fidelity and outcome data and collaboratively measure the impact of shared work. PCSAO and the Ohio START Leadership Council will provide assistance to County PCSAs to build its capacity to collect, analyze and report Ohio START data. County PCSA agrees to administer any tools developed by the universities for evaluation purposes. County PCSA will enter the below required information into SACWIS, in a timely manner, required information includes but is not limited to the following:

- i. Demographic information for each case member.
- ii. All applicable removal reasons for each child removed.
- iii. All substance use information for each case member. This includes use of substance use assessment tools and drug testing results.
- iv. All placement information.
- v. All case services information.
- vi. All applicable disposition harm descriptions; and
- vii. All family court hearings pertaining to the family.

County PCSA will enter required information in the Needs Portal in a timely manner, required information includes but is not limited to the following:

- i. Results of the substance abuse screening assessment.
- ii. Results of the adult and child trauma screening tools.
- iii. Family Peer mentor visit dates and reports.
- iv. Treatment session dates, including date of referral and date of first appointment; and
- v. Any other data required to track model fidelity.

3.7. Decision Making Responsibility. County PCSA acknowledges and affirms that it retains sole control and responsibility for all decisions, recommendations, and endorsements it makes. PCSAO and its contractors make recommendations only and do not promise or guarantee any specific result. PCSAO shall not have any liability, monetary or otherwise, to County PCSA, local Ohio START partners, or any other person or entity for any actions or results that occur related to recommendations to County PCSA by PCSAO or its sub-grantees.

4. PCSAO Responsibilities.

4.1. Staffing. In addition to ongoing consultation, fiscal management and collaborative support for the Ohio START program, provided by a lead(s) identified by PCSAO, PCSAO staff shall work with County PCSA to support, implement, and evaluate Ohio START.

4.2. Funding. Subject to the terms and conditions of this Agreement, the detailed budget and maximum amounts contained in the annual County PCSA's Program Budgets (Exhibit D), and PCSAO's agreement with ODJFS and OMHAS, PCSAO shall provide reimbursement funds (ODJFS grant funds and State Opioid Response Funds (SOR)) to County PCSA to defray costs associated with the Ohio START program. County PCSA is responsible for all costs of the Ohio START program not covered by ODJFS Grant and/or SOR Funds.

4.3. Technical Assistance. PCSAO shall provide or procure technical assistance to support the Ohio START program. PCSAO may provide or assist in the coordination of securing training and share identified best practices, resource materials and tools with County PCSA. PCSAO will ensure PCSAs are able to access training and technical assistance on an as needed or required basis.

5. Reports and Payments.

5.1. Financial and Program Reports. Throughout the Term of this Agreement, County PCSA will prepare and submit monthly program and financial reports, if expenses have exceeded \$500.00, to PCSAO no later than the 10th of each month, attached hereto as Exhibit E. If the 10th falls on Saturday, the report will be due on Friday, the 9th. If the 10th falls on Sunday, the report will be due on Monday, the 11th. The monthly program and financial reports (Exhibits E1, E2, and E3) shall be submitted by the County PCSA to PCSAO through electronic mail to Fawn Gadel at Fawn@pcsao.org with subject line "County PCSA Monthly Report". Failure to submit reports on time will delay funding reimbursement and may lead to early termination of this Agreement.

5.2. Payments. Subject to its agreement with ODJFS and OMHAS, PCSAO shall reimburse County PCSA within thirty (30) days after PCSAO's receipt of the required reports, invoices, and any additional information requested by PCSAO. A delay in reimbursement may occur if the Ohio Department of Job and Family Services or the Ohio Department of Mental Health and Addiction Services (SOR Grantor) is unable to reimburse PCSAO (grantee) in a timely manner or if the County PCSA is not in compliance with any of its obligations under this Agreement and/or under the Ohio START program. PCSAO will notify County PCSA if such a delay may occur.

6. Use of Funds.

6.1. Compliance with Agreement. Ohio START Funds shall be used solely in accordance with the terms and conditions of, and the purposes set forth in this Agreement. Ohio START Funds may not be expended for any other purpose without PCSAO's prior written approval. The County PCSA, as an Ohio START sub-grantee, shall be subject to same terms and conditions as PCSAO.

6.2. Compliance with Law. Ohio START Funds shall be used exclusively for such exempt purposes as are described in Section 501(c)(3) of the Internal Revenue Code (the Code). County PCSA shall not engage in any activity in furtherance of the Ohio START program that jeopardizes PCSAO's tax status as a private operating corporation. No Ohio START Funds shall be used: (a) to carry on propaganda, to attempt to influence legislation; (b) to participate in any political campaign on behalf of or in opposition of any candidate for public office; or (c) to make grants to individuals on a non-objective basis.

6.3. No Earmarked Funds. County PCSA acknowledges that PCSAO has not earmarked any Ohio START Funds for any organization or individual other than the County PCSA, that County PCSA is solely responsible for the selection of any other organization to whom a portion of the Ohio START Funds shall be disbursed, and that County PCSA is solely responsible for the reporting and accounting of any and all Ohio START Funds disbursed to any other organization in accordance with the terms of this Agreement.

6.4. Use of Funds. During the Term of this Agreement, the County PCSA shall use the Ohio START Funds as set forth in this Agreement and only on allowable expenses detailed in this Agreement attached hereto as Exhibit F. County PCSA must submit the Program Budget (Exhibit D) to PCSAO no later than 30 days after this Agreement is signed indicating how Ohio START funds will be expended through June 30th, 2022. The County PCSA must submit a Monthly Financial Report (Exhibit E2) by the 10th of each month indicating the Ohio START Funds expended for the previous month, if expenses have exceeded \$500.00. The County PCSA agrees to ensure that the funds are used only for allowable expenses

as listed in Exhibit F. The County PCSA understands by accepting these Funds, PCSAO will not be deemed liable for any false claims, inaccurate reporting, or lack of reporting.

6.5. Eligibility of Funds. PCSAO agrees to serve as the grantee of the Ohio START Funds and thus agrees to the special conditions associated with the ODJFS and SOR funds and requirements set forth by the Grantors. The County PCSAs are deemed sub-grantees of the Ohio START Funds and thus agree to meet the general program provisions.

6.6. Return of Funds. The Ohio START Funds are allocated on a reimbursement basis, and therefore, the County PCSA will not be responsible for returning any unspent funds. It is the expectation of PCSAO that the County PCSA will plan and use the portion budgeted over the term of this Agreement.

6.7. End of Year Reconciliation. County PCSA expressly understands that PCSAO does not have the ability to compensate County PCSA for reports submitted after the grant cycle has closed. County PCSA must submit final invoices for payment for each state fiscal year no later than 60 calendar days after the end date of each state fiscal year, or if earlier, the end date of this Agreement. Failure to do so will be deemed a forfeiture of the remaining compensation due hereunder.

7. Records, Review and Audit.

7.1. Records Retention. County PCSA must identify Ohio START Funds on its books for ease of reference and verification. County PCSA shall keep records of all receipts, timesheets, and other expenditures arising under this Agreement, as well as copies of reports submitted to PCSAO, for at least five (5) years following completion of the Term. Upon written request and reasonable notice by PCSAO, County PCSA will permit PCSAO, its agents or representatives to visit County PCSA's premises, or submit to PCSAO's offices the request of materials, to review PCSA's activities hereunder and conduct, at PCSAO's own expense, an independent financial and/or programmatic evaluation or audit of the expenditures of PCSAO Ohio START Funds. If any records are destroyed prior to the date as determined by the appropriate records retention schedule, County PCSA agrees to pay all costs associated with any cause, action or litigation arising from such destruction.

7.2. Media. County PCSA agrees that any media produced pursuant to this Agreement or acquired with Grant funds will become the property of PCSAO and ODJFS. This includes all documents, reports, data, photographs (including negatives), and electronic reports and records. ODJFS and PCSAO will maintain the unrestricted right to reproduce, distribute, modify, maintain, and use the media in any way deemed appropriate. County PCSA further agrees not to seek or obtain copyright, patent or other proprietary protection for any materials or items produced under this Agreement. County PCSA understands that all materials and items produced under this Agreement will be made freely available to the public unless ODJFS determines that certain materials are confidential under federal or state law.

7.3. Private Records. All ODJFS information that is classified as public or private under Ohio law and ODJFS rules will be treated as such by County PCSA. Should the nature of any information be in question, ODJFS will determine whether the information is public or private. County PCSA will restrict the use of any information, systems, or records ODJFS provides to the specific Grant activities of this Agreement. County PCSA agrees that the terms of this Section will be included in any contract or subgrant executed by County PCSA for work under this Agreement.

7.4. Proprietary Information. County PCSA information that is proprietary and has been specifically identified by County PCSA as proprietary will be held as confidential by ODJFS. Proprietary information is information that would put County PCSA at a competitive disadvantage in County PCSA's marketplace and trade if it were made public. ODJFS reserves the right to require reasonable evidence of County PCSA's assertion of the proprietary nature of any information. The provisions of this section are

not self-executing. County PCSA must demonstrate that any information claimed as proprietary meets the definition of “trade secrets” found at ORC 1333.61.

7.5. Audit. For Audit Purposes Only: All records relating to cost, work performed, supporting documentation for invoices submitted to PCSAO, and copies of all materials produced under or pertaining to this Agreement will be retained by County PCSA and will be made available for audit by state and federal government entities that include but not limited to, ODJFS, the Ohio Auditor of State, the Ohio Inspector General and all duly authorized law enforcement officials. If applicable, County PCSA must meet the requirements of the federal Office of Management and Budget (OMB) Omni-Circular 2 CFR Part 200, that financial records related to the performance of services under this Agreement are presumptively deemed public records.

7.6. Litigation Hold. County PCSA agrees to retain all records in accordance to any litigation holds that are provided to them by ODJFS or PCSAO, and actively participate in the discovery process if required to do so, at no additional charge. Litigation holds may require County PCSA to keep the records longer than the approved records retention schedule. County PCSA will be notified by ODJFS or PCSAO when the litigation hold ends, and retention can resume based on the approved records retention schedule. If County PCSA fails to retain the pertinent records after receiving a litigation hold from ODJFS or PCSAO, County PCSA agrees to pay all costs associated with any cause, action or litigation arising from such destruction.

8. Term and Termination.

8.1. Term. This Agreement shall commence upon the Effective Date and shall continue until June 30, 2023 (Term), unless sooner terminated under Section 8.2 of this Agreement or modified/amended pursuant to a written agreement of the Parties as specified in Section 16.8 of this Agreement.

8.2. Termination. Notwithstanding the Term, either Party may terminate its participation in the Ohio START program and this Agreement at any time during the Term by giving thirty (30) business days’ advanced written notice to the other Party. Immediately upon receiving a notice of termination from either Party, the Parties shall use their best efforts to prevent further costs or expenses from being incurred under this Agreement and shall cancel as many outstanding obligations as possible. Within thirty (30) days after the termination of this Agreement, PCSAO shall reimburse County PCSA for all necessary and reasonable costs and expenses actually incurred prior to termination.

9. Confidential Information. In connection with the Agreement, the Parties may share proprietary information and/or confidential information or materials regarding children, youth, or families relevant to the delivery of services to facilitate the Ohio START program, including but not limited to names, addresses, physical and mental health data, family history and like information (collectively, Confidential Information). Each Party warrants and agrees that, prior to sharing such Confidential Information: (a) it is authorized by law and/or has obtained the appropriate consent of the adult or minor and/or his/her legal representative to share such Confidential Information; and (b) it will be bound and abide by the confidentiality requirements as provided by applicable statutes, rules, and regulations.

10. Personnel. The Parties acknowledge that access to the Confidential Information of, and interaction with any children, youth or families requires discretion and sensitivity. Each Party represents and warrants that its personnel who have such access or interaction have been screened through appropriate background checks and have no history to suggest that it would be potentially dangerous, harmful, or otherwise inappropriate for such personnel to assume the assigned responsibilities.

11. Nondiscrimination Policy. No person shall be denied benefits or be discriminated against on the grounds of race, color, religion, sex, disability, national origin, citizenship, sexual orientation, marital status, political affiliation, or belief in any Ohio START activity.

12. Intellectual Property.

12.1. Previously or Independently Created Works. The Parties acknowledge that to the extent either Party has created written or otherwise documented work product prior to this Agreement (Works) and contributes Works for use in the Ohio START program that are subject to intellectual property rights, including copyrights, trademarks, and moral rights (IP Rights), that Party shall hold and retain its IP Rights to those Works, subject to a nonexclusive, perpetual, royalty-free, worldwide and irrevocable license, which is hereby granted, to the other Party to use those Works solely for purposes consistent with and subject to the provisions of this Agreement, including the right to sublicense to third-parties for non-commercial purposes.

12.2. Program Materials. In furtherance of the Ohio START program, the Parties may produce materials, including but not limited to research instruments, published reports, or papers (Program Materials). Each Party shall have the right to use Program Materials for non-commercial purposes without the consent of or any obligation to pay or account to the other Party.

13. Communication Standards.

13.1. Prior Approval. Prior to publication or other dissemination, PCSAO and County PCSA shall review and approve Program Materials.

13.2. Acknowledgement. County PCSA shall include a statement acknowledging PCSAO and ODJFS as collaborators (Acknowledgement) on all Program Materials, published in any form and/or in any medium (e.g., reports and papers, flyers, programs, promotional materials, media references, websites). Acknowledgement of PCSAO and ODJFS shall prominently appear on Program Materials, wherever other such acknowledgements and credits are provided, in a form substantially similar to the following:

"This [publication/report/project/event] was made possible in collaboration with PCSAO and the Ohio Department of Job and Family Services pursuant to grant number G-2223-06-0069."

13.3. Disclaimer. As requested by PCSAO, County PCSA shall include a disclaimer in a form substantially similar to the following:

"The findings and conclusions presented in this report are those of the author(s) alone, and do not necessarily reflect the opinions of the PCSAO."

13.4. Use of Ohio START Logo. County PCSA shall include the Ohio START's logo in its written materials, publications, and productions. The County PCSA does not need to request permission from PCSAO to use the Ohio START logo on such materials if the content relates to the program.

14. Special Conditions

14.1. Compliance. County PCSA hereby affirms current and continued compliance with each condition listed in this section. County PCSA's certification of compliance with each of these conditions is considered a material representation of fact upon which PCSAO relied in entering into this Agreement.

14.2. Federal Debarment Requirements. County PCSA affirms that neither County PCSA nor

any of its principals, subgrantees, or subcontractors, is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in transactions by any federal agency. County PCSA also affirms that within three years preceding this agreement neither County PCSA nor any of its principals:

14.2.1. Have been convicted of, or had a civil judgment rendered against them for commission of fraud or other criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local public transaction or contract under a public transaction; for violation of federal or state antitrust statutes; for commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements; or for receiving stolen property; or

14.2.2. Are presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State, or local) for the commission of any of the offenses listed in this paragraph and have not had any federal, state, or local, public transactions terminated for cause or default.

14.3. Qualifications to Conduct Business. County PCSA affirms that it has all of the approvals, licenses, or other qualifications needed to conduct business in Ohio and all are current. If at any time during the Agreement period County PCSA, for any reason, becomes disqualified from conducting business in the State of Ohio, County PCSA will immediately notify PCSAO in writing and will immediately cease performance of all Grant activities.

14.4. Unfair Labor Practices. County PCSA affirms that neither County PCSA nor its principals are on the most recent list established by the Ohio Secretary of State, pursuant to ORC 121.23, which would identify County PCSA as having more than one unfair labor practice contempt of court finding.

14.5. Finding for Recovery. County PCSA affirms that neither County PCSA nor its principals, subgrantees, or subcontractors, is subject to a finding for recovery under ORC 9.24, or it has taken the appropriate remedial steps required, or otherwise qualifies under ORC 9.24 to contract with the State of Ohio.

14.6. Americans with Disabilities. County PCSA, its officers, employees, members, and subcontractors hereby affirm current and ongoing compliance with all statutes and regulations pertaining to The Americans with Disabilities Act of 1990 and Section 504 of the Rehabilitation Act of 1973.

14.7. Fair Labor Standards and Employment Practices. County PCSA certifies that it is in compliance with all applicable federal and state laws, rules, and regulations governing fair labor and employment practices.

14.7.1. In carrying out this Agreement, County PCSA will not discriminate against any employee or applicant for employment because of race, color, religion, gender, national origin, ancestry, military status, disability, age, genetic information, or sexual orientation, in making any of the following employment decisions: hiring, layoff, termination, transfer, promotion, demotion, rate of compensation, and eligibility for in-service training programs.

14.7.2. County PCSA agrees to post notices affirming compliance with all applicable federal and state non-discrimination laws in conspicuous places accessible to all employees and applicants for employment.

14.7.3. County PCSA will incorporate the foregoing requirements of this Paragraph in all of its subgrants or subcontracts for any of the work prescribed herein.

14.8. Ethics and Conflicts of Interest Laws.

14.8.1. County PCSA certifies that by executing this Agreement, it has reviewed, knows, and understands the State of Ohio's ethics and conflict of interest laws, which includes the Governor's Executive Order 2011-03K pertaining to ethics. County PCSA further agrees that it will not engage in any action(s) inconsistent with Ohio ethics laws or any Executive Orders.

14.8.2. County PCSA certifies, by executing this Agreement, that no party who holds a position listed or described in ORC 3517.13 (I) or (J), has made, while in his/her current position, one or more personal monetary contributions in excess of One Thousand and 00/100 Dollars (\$1,000.00) to the current Governor or to the Governor's campaign committee when he was a candidate for office within the previous two calendar years. ORC 3517.13 does not apply to professional associations organized under ORC Chapter 1785.

14.8.3. County PCSA agrees to refrain from promising or giving to any ODJFS or PCSAO employee anything of value that could be construed as having a substantial and improper influence upon the employee with respect to the employee's duties. County PCSA further agrees that it will not solicit any ODJFS or PCSAO employee to violate ORC 102.03, 2921.42, or 2921.43.

14.8.4. County PCSA agrees that County PCSA, its officers, employees, and members have not nor will they acquire any interest, whether personal, business, direct or indirect, that is incompatible, in conflict with, or would compromise the discharge and fulfillment of County PCSA's functions and responsibilities under this Agreement. If County PCSA, its officers, employees, or members acquire any incompatible, conflicting, or compromising interest, County PCSA agrees it will immediately disclose the interest in writing to the ODJFS Chief Legal Counsel at 30 East Broad Street, 31st Floor, Columbus, Ohio 43215-3414. County PCSA further agrees that the person with the conflicting interest will not participate in any Grant activities until ODJFS determines that participation would not be contrary to public interest.

14.9. Lobbying Restrictions. County PCSA affirms that no federal funds paid to County PCSA by PCSAO through this Agreement or any other agreement have been or will be used to lobby Congress or any federal agency in connection with a particular contract, grant, cooperative agreement, or loan. County PCSA further affirms compliance with all federal lobbying restrictions, including, 31 USC 1352. If this Grant exceeds One Hundred Thousand and 00/100 Dollars (\$100,000.00), County PCSA affirms that it has executed and filed the Disclosure of Lobbying Activities standard form LLL, if required by federal regulations. County PCSA certifies compliance with the Ohio executive agency lobbying restrictions contained in ORC 121.60 to 121.69.

14.10. Child Support Enforcement. County PCSA agrees to cooperate with ODJFS and any child support enforcement agency in ensuring that County PCSA and its employees meet child support obligations established by state and federal law including present and future compliance with any court or valid administrative order for the withholding of support issued pursuant to the applicable sections of ORC Chapters 3119, 3121, 3123, and 3125.

14.11. Pro-Child Act. If any Grant activities call for services to minors, County PCSA agrees to comply with the Pro-Children Act of 1994; Public Law 103-277, Part C – Environment Tobacco Smoke that requires smoking to be banned in any portion of any indoor facility owned, leased, or contracted by an

entity that will routinely or regularly use the facility for the provision of health care services, day care, library services, or education to children under the age of 18.

14.12. Drug-Free Workplace. County PCSA, its officers, employees, members, any subgrantees and/or any independent contractors (including all field staff) associated with this Agreement agree to comply with all applicable state and federal laws, including, but not limited to, 41 USC Chapter 10, regarding a drug-free workplace. County PCSA will make a good faith effort to ensure that none of County PCSA's officers, employees, members, or subgrantees will purchase, transfer, use, or possess illegal drugs or alcohol or abuse prescription drugs in any way while working or while on public property.

14.13. Work Programs. County PCSA agrees not to discriminate against individuals who have or are participating in any work program administered by any county department of Job and Family Services under ORC Chapter 5101 or 5107.

14.14. MBE/EDGE. Pursuant to the Governor's Executive Order 2008-13S, County PCSA agrees to purchase goods and services under this Agreement from certified Minority Business Enterprise (MBE) and Encouraging Diversity, Growth, and Equity (EDGE) vendors whenever possible. County PCSA agrees to encourage any of its subgrantees or subcontractors to purchase goods and services from certified MBE and EDGE vendors.

14.15. Expenditure of Public Funds for Offshore Services—Executive Order Requirements. County PCSA certifies that by executing this Agreement, it has reviewed, understands, and will abide by the Governor's Executive Order 2019-12D and shall abide by those requirements in the performance of this Agreement, and shall perform no services required under this Agreement outside of the United States.

14.15.1. Prior to performing any services, and when there is a change in the location of any services provided under this Agreement, County PCSA must disclose:

The location(s) where all services will be performed by County PCSA or any subcontractor.

The location(s) where any state data associated with any of the services through this Agreement will be accessed, tested, maintained, backed-up, or stored; and

The principal location of business for County PCSA and all subcontractors.

14.15.2. County PCSA also affirms, understands, and agrees to immediately notify PCSAO of any change or shift in the location(s) of services performed by County PCSA or its subcontractors under this Agreement, and no services shall be changed or shifted to a location outside of the United States.

14.15.3. Termination, Sanction, Damages: PCSAO is not obligated and shall not pay for any services provided under this Agreement that County PCSA or any of its subcontractors performed outside of the United States. If services are performed outside of the United States, this will be treated as a material breach of the Agreement, and County PCSA shall immediately return to PCSAO all funds paid for those services.

14.15.4. In addition, if County PCSA or any of its subcontractors perform any such services outside of the United States, PCSAO may, at any time after the breach, terminate this Agreement for such breach, upon written notice to County PCSA. If PCSAO terminates the Agreement, PCSAO may buy substitute services from a third party, and may recover the additional costs associated with acquiring the substitute services.

14.16. Civil Rights Assurance. The County PCSA hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.) and the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.).

14.17. Certification of Compliance. County PCSA certifies that it is in compliance with all other applicable federal and state laws, regulations, and rules and will require the same certification from its subgrantees or subcontractors.

14.18. Failure to Comply. If at any time County PCSA is not in compliance with the conditions affirmed in this Section, PCSAO may immediately suspend or terminate this Agreement and will deliver written notice to County PCSA. County PCSA will be entitled to compensation, upon submission of a proper invoice, only for work performed during the time County PCSA was in compliance with the provisions of this Section. Any funds paid by the State of Ohio for work performed during a period when County PCSA was not in compliance with this Section will be immediately repaid or the State of Ohio may commence an action for recovery against County PCSA.

15. Insurance and Indemnification.

15.1. Insurance. Each Party warrants that it carries the following insurance: (a) commercial general and, if applicable, professional liability of \$1,000,000 per occurrence and \$2,000,000 aggregate, (b) automobile liability of \$1,000,000 per occurrence, and (c) property coverage in an amount necessary to cover the replacement cost of such Party's property to be used in support of the Ohio START program. Upon request, each Party shall provide the other with certificates of insurance.

15.2. Negligence of Parties. To the fullest extent permitted by law, County PCSA agrees to be responsible for its own liability, judgments and costs directly relating to any and all acts of negligence by the County PCSA, its agents, and/or its employees. To the fullest extent permitted by law, PCSAO agrees to be responsible for its own liability, judgments, and costs directly relating to any and all acts of negligence by PCSAO, its agents, and/or its employees. The Parties expressly intend to allow for the full recovery of all damages and remedies otherwise available for negligence actions under Ohio law under this provision of the Agreement.

15.3. Liability. To the extent allowable by law, County PCSA agrees to hold ODJFS and PCSAO harmless in any and all claims for personal injury, property damage, and/or infringement resulting from Grant activities. County PCSA's sole and exclusive remedy for any ODJFS failure to perform under this Agreement will be an action in the Ohio Court of Claims pursuant to ORC Chapter 2743 that will be subject to the limitations set forth in this section. In no event will ODJFS be liable for any indirect or consequential damages, including loss of profits, even if ODJFS knew or should have known of the possibility of such damages. To the extent that ODJFS is a party to any litigation arising out of or relating in any way to this Agreement or the performance thereunder, such an action shall be brought only in a court of competent jurisdiction in Franklin County, Ohio.

16. General.

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

16.2. Dispute Resolution. In the event of a breach of this Agreement or a dispute between the Parties that arises from or relates to this Agreement, the Parties shall first attempt to reach a resolution between them. If the Parties are unable to resolve the dispute between them, the dispute shall be referred to a mutually agreeable arbitrator or arbitration service within twenty (20) days of a written request for arbitration submitted by either Party, unless mutually extended by the Parties. Should the Parties be unable

to agree upon an arbitrator, arbitration shall be referred through the American Arbitration Association (AAA). The decision of the arbitrator shall be final and binding as to the issue presented. In lieu of proceeding directly to arbitration, upon the mutual consent of the Parties, the Parties may refer the matter to non-binding mediation through a mutually selected mediator. The Parties will share the costs of mediation and arbitration equally. Nothing in this provision shall prohibit, or operate as a limit on, the right of either Party to terminate this Agreement as specified in Sections 9.1 and 9.2 of this Agreement.

16.3. Separate Entities. By entering into this Agreement, the Parties do not intend to create a Joint-Employer relationship. This Agreement shall not create the relationship of employer and employee, a partnership, agency, joint venture, or other relationship between any or all of the Parties. Each Party shall be solely liable for the wages, employment taxes, fringe benefits, unemployment compensation, workers compensation, work schedules, and work conditions of its employees, representatives, agents, and subcontractors, and shall indemnify, defend, and hold the other Parties harmless from any claim or loss relating to the same.

16.4. Notices. All notices or other communications shall be in writing and delivered to the address indicated on this Agreement. Such address may be changed by written notice to the other Party.

16.5. Subcontracting. The County PCSA shall not delegate the performance of its obligations under this Agreement (Subcontract) to any other person or entity without prior written approval from PCSAO.

16.6. Assignment. Neither Party shall assign this Agreement or its interest therein without the other Party's prior written consent. Any purported assignment in violation of this Section shall be null and void. This Agreement is binding upon and inures to the benefit of the Parties and their successors and permitted assignees.

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

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

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

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

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


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

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

THE REST OF THIS AGREEMENT WAS INTENTIONALLY LEFT BLANK.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

Signatures:



County Commissioner
Warren County Board of County Commissioners
406 Justice Drive
Lebanon, Ohio 45036
On behalf of Warren County Children Services (31-60000-58W)


8-24-21

(DATE)

Angela Sausser, Executive Director
Public Children Services Association of Ohio
37 W. Broad Street, Suite 1100
Columbus, OH 43215
Employer ID Number: 31-0996612

(DATE)

APPROVED AS TO FORM



Kathryn M. Horvath
Asst. Prosecuting Attorney

Resolution

Number 21-1144

Adopted Date August 24, 2021

APPROVE NOTICE OF INTENT TO AWARD BID TO W.E SMITH CONSTRUCTION FOR THE LOWER SPRINGBORO ROAD AND NEW BURLINGTON ROAD DRILLED PIER WALL PROJECT

WHEREAS, bids were closed at 9:15 a.m., August 10, 2021, and the bids received were opened and read aloud for the Lower Springboro Road and New Burlington Road Drilled Pier Wall Project and the results are on file in the Commissioners' Office; and

WHEREAS, upon review of such bids by Chad Harville, Project Technician, W.E. Smith Construction, has been determined to be the lowest and best bidder; and

NOW THEREFORE BE IT RESOLVED, upon recommendation of the Warren County Engineer's Office, that it is the intent of this Board to award the bid to W.E. Smith Construction, 2030 Bauer Road Blanchester, Ohio 45107, for a total bid price of \$153,287.00; and

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

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

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

Resolution adopted this 24th day of August 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Engineer (file)
OMB Bid file

Resolution

Number 21-1145

Adopted Date August 24, 2021

ACCEPT A TEMPORARY EASEMENT WITH JENNIFER NEHUS FOR THE KING AVENUE BRIDGE #282-0.97 REPLACEMENT OVER LITTLE MIAMI RIVER IMPROVEMENTS PROJECT

WHEREAS, in order to construct the King Avenue Bridge #282-0.97 Replacement Over Little Miami River Improvements Project, it is necessary to perform a waterline connection and minor grading and in order to do this work it is necessary to enter onto property, which is owned by Jennifer Nehus, grantor; and

WHEREAS, in order to accomplish the foregoing, it is necessary to obtain a temporary easement from the property owner; and

WHEREAS, the land for a temporary easement is as follows:

Temporary Easement (Parcel 009-T) Exhibit A - 0.015 acres

WHEREAS, the negotiated price for the temporary easement is \$350.00; and

NOW THEREFORE BE IT RESOLVED, to accept a temporary easement, copies of which are attached hereto and made a part hereof, with Jennifer Nehus for the King Avenue Bridge #282-0.97 Replacement Over Little Miami River Improvements Project for the sum of \$350.00.

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

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

Resolution adopted this 24th day of August 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: c/a—Nehus, Jennifer
Engineer (file)
Easement file

TEMPORARY EASEMENT

Jennifer L. Nehus, also known as Jennifer Nehus and Chenault Schwartz, husband and wife, the Grantors, in consideration of the sum of Three Hundred Fifty and no/100 Dollars (\$350.00), to be paid by the Warren County Board of County Commissioners, the Grantee, does grant to Grantee the temporary easement to exclusively occupy and use for the purposes mentioned in Exhibit A the following described real estate:

PARCEL: 009-T

WAR-CR282-0.97/PID 106724

SEE EXHIBIT A ATTACHED

Warren County Current Tax Parcel No. 16-12-329-007

Prior Instrument References: Official Record Book 4462, Page 873; Official Record Book 1719, Page 298; Official Record Book 401, Page 390, Warren County Recorder's Office

To have and to hold the temporary easement, for the aforesaid purposes and for the anticipated period of time described below, unto the Grantee, its successors and assigns.

The duration of the temporary easement granted to the Grantee is Twenty-four (24) months immediately following the date on which the work described above is first commenced by the Grantee, or its duly authorized employees, agents, and contractors.

The temporary easement interest granted is being acquired by Grantee for a public purpose, namely the establishment, construction, reconstruction, widening, repair or maintenance of a public road.

IN WITNESS WHEREOF Jennifer L. Nehus, also known as Jennifer Nehus, and Chenault Schwartz has hereunto set their hands on the 27th day of JULY, 2021.

Jennifer L. Nehus
Jennifer L. Nehus

Jennifer Nehus
Jennifer Nehus

Chenault Schwartz
Chenault Schwartz

STATE OF OHIO, COUNTY OF WARREN SS:

BE IT REMEMBERED that on the 27th day of JULY, 2021, before me the subscriber, a Notary Public in and for said state and county, personally came the above named Jennifer L. Nehus, also known as Jennifer Nehus and Chenault Schwartz, who acknowledged the foregoing instrument to be their voluntary act and deed. No oath or affirmation was administered to Jennifer L. Nehus, also known as Jennifer Nehus or Chenault Schwartz with regard to the notarial act.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid.



JOEL G. LAW
Notary Public, State of Ohio
My Commission Expires:
September 08, 2025

Joel G. Law
NOTARY PUBLIC

My Commission expires: 9/8/2025

Prepared by Warren County, Ohio

EXHIBIT A

Page 1 of 2

Rev. 07/09

LPA RX 887 T

Ver. Date 09/30/20

PID 106724

**PARCEL 9-T
WAR-CR 282-0.97
TEMPORARY EASEMENT FOR THE PURPOSE OF
PERFORMING THE WORK NECESSARY TO
MAKE A WATERLINE CONNECTION AND MINOR GRADING
FOR 24 MONTHS FROM DATE OF ENTRY BY THE
WARREN COUNTY ENGINEER'S OFFICE, WARREN COUNTY, OHIO**

[Surveyor's description of the premises follows]

Situate in the State of Ohio, County of Warren, Township of Deerfield, located in Section 12, Township 4, Range 2, being part of Lot 18 of Kings Mills subdivision of record in Plat Book 2, Page 251, and being part of the 0.428 acre tract conveyed to Jennifer L. Nehus by deed of record in Official Record 4462, Page 873, records of the Recorder's Office, Warren County, Ohio, and being more particularly described as follows;

Being a parcel of land lying on the left side of the Centerline of Construction of King Avenue (C.R. 282), as delineated upon the WAR-CR 282-0.97 Right-of-Way Plan on file with the Warren County Engineer's Office;

Beginning at a 5/8" iron pin found in the existing northerly right-of-way line of King Avenue, at a common corner of said 0.428 acre tract, the 0.216 acre tract (part of said Lot 18) conveyed to Warren County by deed of record in Official Record 406, Page 948, and the 5.002 acre tract conveyed to the Board of Township Trustees of Deerfield Township, Ohio, by deed of record in Official Record 2400, Page 153; said iron pin being 26.47 feet left of King Avenue Centerline of Construction station 98+32.96;

Thence North 72 deg. 03 min. 09 sec. West, a distance of 52.21 feet along the existing northerly right-of-way line of King Avenue, the northerly line of said 0.216 acre tract and the southerly line of said 0.428 acre tract to a point, being 56.90 feet left of King Avenue Centerline (extended westerly) of Construction station 97+90.54;

Thence North 79 deg. 34 min. 59 sec. East, a distance of 54.39 feet across said 0.428 acre tract, to an iron pin set in the easterly line of said Lot 18, and a common line of said 0.428 and 5.002 acre tracts, being 50.00 feet left of King Avenue Centerline of Construction station 98+44.49;

EXHIBIT A

LPA RX 887 T

Rev. 07/09

Thence South 08 deg. 24 min. 22 sec. West, a distance of 26.20 feet along said easterly line of Lot 18 and the common line of said 0.428 and 5.002 acre tracts to the **Point of True Beginning** of the herein described parcel, containing 0.015 acres, more or less, of which 0.000 acres lies within the existing Present Road Occupied.

Bearings are for project use only and are based on the Ohio State Plane Coordinate System, South Zone, NAD 83 (2011), as measured in 2018 using static GPS methods and derived from NGS OPUS solution reports.

All iron pins set are 3/4 inches in diameter rebar by 30 inches long with a yellow plastic cap stamped "STANTEC".

This description was prepared by Steven E. Rader, registered surveyor 7191, and is based upon a field survey for Warren County, from 2018 to 2020, by Stantec Consulting Services, Inc., under the direction of said surveyor. The survey plat of which is filed in Vol. _____, Plat _____, of the Warren County Engineer's record of land surveys.

Instrument reference as of the date this survey was prepared: Official Record 4462, Page 873, of the Recorder's Office, Warren County, Ohio.



STANTEC CONSULTING SERVICES INC.

Steven E. Rader

9/30/20

Registered Surveyor No. 7191

Date

Resolution

Number 21-1146

Adopted Date August 24, 2021

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

WHEREAS, Resolution Number 21-0609 approved and entered into a Professional Service Agreement with JobWorks, Inc., dba JobWorks Education and Training Systems, to provide Professional Services for the Area 12 Workforce Development Board; and

WHEREAS, the Board of County Commissioners and JobWorks, Inc, dba JobWorks Education and Training Systems mutually desire to continue said services July1, 2021 through December 31,2021; 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 extension which extends the contract with the said Provider through December 31, 2021, copy of said extension is attached hereto and made a part hereof.

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

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

Resolution adopted this 24th day of August 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

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

WIOA Job Works, Inc. Agreement Extension

WHEREAS, Resolution Number 21-0609 approved and entered into a Service Agreement with the JobWorks, Inc., beginning January 4, 2021, and ending July 30, 2021, to deliver Reemployment Assistance and Eligibility Assessment (RESEA) program services for the Area 12 Workforce Development Board; and

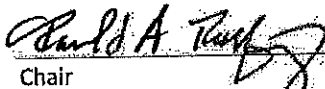
WHEREAS, Area 12 Workforce Development Board and JobWorks, inc. agree to allow an extension to said service agreement with the contract ending December 31, 2021 as the funding will be liquidated; and

WHEREAS, WIBBCW or provider/vendor may terminate this contract/subgrant agreement for convenience upon 30 days written notice to the other; and

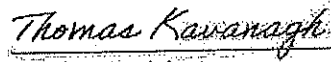
WHEREAS, The WIBBCW reserves the right to unilaterally amend this Agreement to be in compliance with 2 CFR 200 required contract elements; and

WHEREAS, the Board of County Commissioners and JobWorks, Inc., mutually desire to continue only RESEA services through December 31, 2021 and

NOW THEREFORE BE IT RESOLVED, that the "WIOA JobWorks, Inc. Agreement" approved pursuant to Resolution Number 21-0609 not to exceed the amount of \$108,800.00 PY21/FY22 WIOA funds for July 31, 2021, ending December 31, 2021.



Chair
BCW/Workforce Board



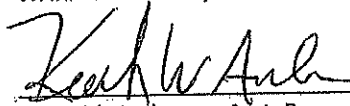
Contract Recipient

8-2-21
Date

July 30, 2021
Date

Approved as to Form:

DAVID FORNSHELL
PROSECUTING ATTORNEY
WARREN COUNTY, OHIO



By: Keith Anderson, Asst. Prosecutor

WIOA Job Works, Inc. Agreement Extension

WHEREAS, Resolution Number 21-0609 approved and entered into a Service Agreement with the JobWorks, Inc., beginning January 4, 2021, and ending July 30, 2021, to deliver Reemployment Assistance and Eligibility Assessment (RESEA) program services for the Area 12 Workforce Development Board; and

WHEREAS, Area 12 Workforce Development Board and JobWorks, inc. agree to allow an extension to said service agreement with the contract ending December 31, 2021 as the funding will be liquidated; and

WHEREAS, WIBBCW or provider/vendor may terminate this contract/subgrant agreement for convenience upon 30 days written notice to the other; and

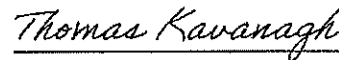
WHEREAS, The WIBBCW reserves the right to unilaterally amend this Agreement to be in compliance with 2 CFR 200 required contract elements; and

WHEREAS, the Board of County Commissioners and JobWorks, Inc., mutually desire to continue only RESEA services through December 31, 2021 and

NOW THEREFORE BE IT RESOLVED, that the "WIOA JobWorks, Inc. Agreement" approved pursuant to Resolution Number 21-0609 not to exceed the amount of \$108,800.00 PY21/FY22 WIOA funds for July 31, 2021, ending December 31, 2021.



Chair
BCW/Workforce Board



Contract Recipient

8-2-21
Date

July 30, 2021
Date

Approved as to Form:

DAVID FORNSHELL
PROSECUTING ATTORNEY
WARREN COUNTY, OHIO

By: Keith Anderson, Asst. Prosecutor

WIOA Job Works, Inc. Agreement Extension

WHEREAS, Resolution Number 21-0609 approved and entered into a Service Agreement with the JobWorks, Inc., beginning January 4, 2021, and ending July 30, 2021, to deliver Reemployment Assistance and Eligibility Assessment (RESEA) program services for the Area 12 Workforce Development Board; and

WHEREAS, Area 12 Workforce Development Board and JobWorks, inc. agree to allow an extension to said service agreement with the contract ending December 31, 2021 as the funding will be liquidated; and

WHEREAS, WIBBCW or provider/vendor may terminate this contract/subgrant agreement for convenience upon 30 days written notice to the other; and

WHEREAS, The WIBBCW reserves the right to unilaterally amend this Agreement to be in compliance with 2 CFR 200 required contract elements; and

WHEREAS, the Board of County Commissioners and JobWorks, Inc., mutually desire to continue only RESEA services through December 31, 2021 and

NOW THEREFORE BE IT RESOLVED, that the "WIOA JobWorks, Inc. Agreement" approved pursuant to Resolution Number 21-0609 not to exceed the amount of \$108,800.00 PY21/FY22 WIOA funds for July 31, 2021, ending December 31, 2021.

Chair
BCW/Workforce Board

Thomas Krawiec

Contract Recipient

Date

7/30/2021

Date

Approved as to Form:

DAVID FORNSHELL
PROSECUTING ATTORNEY
WARREN COUNTY, OHIO

By: Keith Anderson, Asst. Prosecutor


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.

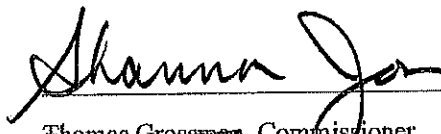
Warren County Board of County Commissioners



David Young, Commissioner

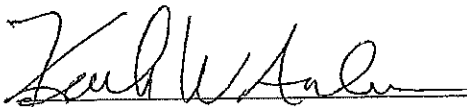


Shannon Jones, Commissioner



~~Thomas Grossman, Commissioner~~
Shannon Jones

Approved as to form:



Warren County Prosecuting Attorney

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 21-1147

Adopted Date August 24, 2021

APPROVE THE PROFESSIONAL SERVICE AGREEMENT WITH ROCHELLE DANIELS AND THE WORKFORCE DEVELOPMENT BOARD OF OHIO'S 12TH LOCAL WORKFORCE DEVELOPMENT AREA

WHEREAS, WIBBCW entered into a Professional Service Agreement with Rochelle Daniels to provide Legal Services for the Area 12 Workforce Development Board; and

WHEREAS, the Board of County Commissioners and Rochelle Daniels mutually desire to continue said services from July 1, 2020 through June 30, 2022; 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 contract with the said Provider through June 30, 2022, copy of said agreement is attached hereto and made a part hereof.

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

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

Resolution adopted this 24th day of August 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: c/a—Daniels, Rochelle
Area 12 Workforce Development Board (file)

INDEPENDENT CONTRACTOR SERVICES CONTRACT

THIS AGREEMENT, made effective this 1st day of July 2020, by and between the Workforce Investment Board Butler, Clermont and Warren Counties and the Warren, Butler and Clermont Counties Consortium of Elected Officials, (hereinafter the local workforce governing boards, WIBBCW) located at 406 Justice Drive, Ste 301, Lebanon, OH 45036, and Rochelle Daniels, Attorney/Consultant, located at 5301 N. 36th Court, Hollywood, FL 33021, hereinafter the "Parties."

WHEREAS, the Parties wish to enter into an Agreement with respect to the duties and responsibilities and all things necessary for the operation of its workforce development grants and programs; and,

WHEREAS, Attorney/Consultant desires to perform services in accordance with the terms and conditions prescribed herein;

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

I. TIME OF PERFORMANCE

The services as stated in Article II hereof shall commence on July 1, 2020 and conclude on or before June 30, 2022

It is understood that this Agreement is funded in whole or in part by State and/ or Federal Grant funds. It is agreed that this Agreement is contingent on the availability of those State and/or Federal grants. If the Ohio General Assembly or the US Congress fails at any time to continue funding, then the Parties' obligations to each other under this Agreement are terminated as of the date that the funding expires. In such instance Attorney/Consultant shall be paid for any invoices due up to the date of the Notice of the fund's expiration.

II. SCOPE OF SERVICES

To consult and advise of the interpretation and implementation of federal workforce law, regulations, rules, and draft regulations; and provide legal advice as appropriate.

III. COMPENSATION

Attorney/Consultant shall be paid up to a total amount of twenty thousand dollars (\$20,000) according to the following cost schedule:

Regular hourly rate off site is \$300 per hour and \$5,500 per day on-site rate, with the option to renew contract for one additional year.

Consultant shall not be reimbursed for travel, lodging or other expenses incurred in the

performance of this Agreement.

Consultant shall submit an invoice for the compensation incurred, and each invoice shall contain a description of the services performed and total hours worked. Upon receipt and approval of the invoice by WIBBCW Director the invoice shall be forwarded to the Fiscal Agent for payment.

IV. TERMINATION OF SERVICES

The WIBBCW and/ or the Consortium of Elected Officials may, at any time prior to the completion of services by Attorney/Consultant under this Agreement, terminate this Agreement with or without cause by giving 30 days prior written notice to Attorney/Consultant shall be paid for services rendered up to the date Attorney/Consultant received notice of termination. In the event this Agreement is terminated prior to the end of its term, Attorney/Consultant, shall deliver any outstanding work products and documents which have been prepared by Attorney/Consultant in the course of providing services under this Agreement which have not been previously submitted.

Attorney/Consultant may terminate this contract by giving 30 days prior written notice to the WIBBCW Director.

V. RELATIONSHIP OF PARTIES

Attorney/Consultant shall be engaged solely on an independent contractor basis, and Attorney/Consultant shall therefore be responsible for all of Attorney's/Consultant's business expenses, including, but not limited to, employees' wages and salaries, insurance of every type and description, and all business and personal taxes, including income and Social Security taxes and contributions for Workers' Compensation and Unemployment Compensation coverage, if any. Attorney/Consultant agrees to comply with all applicable federal, state and local laws in the conduct of the work hereunder. Except as expressly provided herein, neither party shall have the right to bind or obligate the other party in any manner without the prior written consent of the other party.

VI. NONDISCRIMINATION OF EMPLOYMENT

The Parties agree that any subcontractor hired by Attorney/Consultant, and any person acting on behalf of Attorney/Consultant or a subcontractor, shall not discriminate, by reason of race, color, sex, gender, ethnicity, religion, national origin, sexual orientation, ancestry, age, marital status, veteran status, or physical or mental disability and any other protected group status as defined by law or, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act, and other applicable statutes in the employment of any person qualified and available to perform services under this Agreement.

VII. RIGHTS IN DATA AND COPYRIGHTS/PUBLIC USE

The WIBBCW and the Consortium of Elected Officials shall have unrestricted authority to reproduce, distribute and use (in whole or in part) any reports, data or materials prepared by Attorney/Consultant pursuant to the Agreement. No such documents or other materials produced (in whole or in part) with funds provided to Attorney/Consultant by the WIBBCW or the Consortium of Elected Officials shall be subject to copyright by Attorney/Consultant in the United States or any other country.

VIII. LIABILITY

Attorney/Consultant is a sole practitioner, and the parties agree that Attorney/Consultant shall not indemnify WIBBCW or the Consortium of Elected Officials and shall not be responsible to hold the WIBBCW or the Consortium of Elected Officials harmless and immune from any and all claims for injury or damages arising from this Agreement. In no event shall either party be liable to the other party for indirect, consequential, incidental, special, or punitive damages, or lost profits.

IX. COMPLIANCE WITH LAW Attorney/Consultant in the execution of duties and obligations hereunder agrees to comply with all applicable federal, state and local laws, rules, regulations and ordinances.

X. DRUG FREE WORKPLACE

Attorney/Consultant agrees to comply with all applicable federal, state and local laws regarding smoke-free and drug-free workplaces and shall make a good faith effort to ensure that any of its employees or permitted subcontractors engaged in the work being performed hereunder do not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way.

XI. RECORDKEEPING

During performance of the Agreement and for a period of three (3) years after its completion, Attorney/Consultant shall maintain auditable records of all charges pertaining to the Agreement and shall make such records available to the WIBBCW.

XII. DEBARMENT

Attorney/Consultant represents and warrants that it is not debarred from consideration for contract awards by the federal government.

XIII. SEVERABILITY

The provisions of this Agreement are severable and independent, and if any such provision shall be unenforceable in whole or in part, the remaining provisions and any partially enforceable provision, to the extent enforceable in any jurisdiction, shall, nevertheless, be binding and enforceable.

XIV. CONTROLLING LAW

The Agreement and the rights of the parties hereunder shall be governed, construed, and interpreted in accordance with the laws of the State of Ohio.

XV. FINDINGS FOR RECOVERY

Attorney/Consultant warrants that it is not subject to an "unresolved" finding for recovery under O.R.C. 9.24. If the warranty is deemed to be false, this Agreement may immediately be terminated.

XVI. OHIO ETHICS LAW

Attorney/Consultant represents, warrants and certifies that it and its employees engaged in the administration or performance of the Agreement are knowledgeable of and understand the Ohio Ethics and Conflict of Interest laws. Attorney/Consultant further represents, warrants, and certifies that neither Attorney/Consultant nor any of its employees will do any act that is inconsistent with such laws.

XVII. CONFLICT OF INTEREST

No personnel of Attorney/Consultant who exercise any functions or responsibilities in connection with the review or approval of the Agreement or carrying out of any of the services under this Agreement shall, prior to the completion of the Work, voluntarily acquire any personal interest, direct or indirect, which is incompatible or in conflict with the discharge and fulfillment of his or her functions and responsibilities with respect to the carrying out of this Agreement.

XVIII. PUBLIC RECORDS

It is expressly understood by the parties that WIBBCW and the Consortium of Elected Officials is subject to the Ohio Public Records Act, R.C. 149.43, *et seq.*, and that any record that is deemed a public record is subject to release if a proper request is made. Attorney/Consultant may identify in writing information that it considers to be confidential and exempt from disclosure under the Ohio Public Records Act (the "Identified Information").

XIX. CAMPAIGN CONTRIBUTIONS

Consultant hereby certifies that neither Consultant nor any of Consultant's partners, officers, directors or shareholders, nor the spouse of any such person, has made contributions in excess of the limitations specified in R.C. 3517.13.

XX. NO EXPENDITURE OF PUBLIC FUNDS ON OFFSHORE SERVICES

Consultant affirms to have read and understands Executive Order 2011-12K and shall abide by those requirements in the performance of the Agreement.

XXI. HEADINGS

The headings in the Agreement have been inserted for convenient reference only and shall not be considered in any questions of interpretation or construction of the Agreement.

XXII. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument.

XXIII. FACSIMILE SIGNATURES

Any party hereto may deliver a copy of its counterpart signature page to this Agreement via fax or e-mail. Each party hereto shall be entitled to rely upon a facsimile signature of any other party delivered in such a manner as if such signature were an original.

XXXIV. ENTIRE AGREEMENT; WAIVER

This Agreement contains the entire agreement between the parties hereto and shall not be modified, amended or supplemented, or any rights herein waived, unless specifically agreed upon in writing by the parties hereto. This Agreement supersedes any and all previous agreements, whether written or oral, between the parties.

XXV. SUCCESSORS AND ASSIGNS

Neither this Agreement nor any rights, duties or obligations hereunder may be assigned or transferred in whole or in part by Attorney / Consultant, without the prior written consent.

XXVI. EXECUTION

This Agreement is not binding upon the parties unless executed in full and is effective as of the last date of signature by the parties. This Agreement may be

executed in any number of counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument. Any party hereto may deliver a copy of its counterpart signature page to this Agreement via fax or e-mail. Each party hereto shall be entitled to rely upon a facsimile signature of any other party delivered in such a manner as if such signature were an original.

IN WITNESS WHEREOF, the parties have executed this agreement on the 24 day of August, 2021. This agreement is retroactive to July 1, 2020.

Parties Signatures



Attorney/Consultant Signature

8/11/2021

Date



WIBBCW Representative Signature

8-10-21

Date

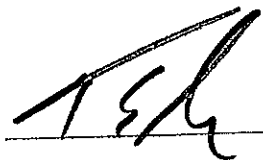
FISCAL AGENT EXECUTION

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.

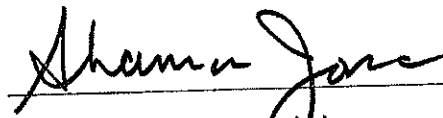
Warren County Board of County Commissioners



David Young, Commissioner

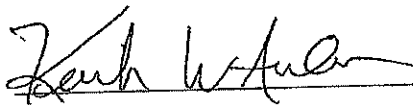


Shannon Jones, Commissioner
Tom Grossmann



~~Thomas Grossman, Commissioner~~
Shannon Jones

Approved as to form:



Warren County Prosecuting Attorney

Resolution

Number 21-1148

Adopted Date August 24, 2021

AUTHORIZE ACCEPTANCE OF QUOTE FROM CENTRALSQUARE ON BEHALF OF WARREN COUNTY TELECOMMUNICATIONS FOR DATA CLEAN UP SERVICES

WHEREAS, CentralSquare will provide Data Clean Up Services per Quote Q-59629 for Warren County Telecommunications, as indicated on the attached quote for purchase; and

NOW THEREFORE BE IT RESOLVED, to accept quote from CentralSquare quote on behalf of Warren County Telecommunications for Data Clean Up Services; as attached hereto and a part hereof.

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

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

Resolution adopted this 24th day of August 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—CentralSquare
Telecom (file)



CENTRAL SQUARE

Change Order

Quote prepared on:

July 16, 2021

Quote prepared by:

Crystal Roth

crystal.roth@centralsquare.com

Quote #: Q-59629

Primary Quoted Solution: PSJ Enterprise

Quote expires on: October 13, 2021

Change Order in reference to: P6395

Quote prepared for:

Gary Estes

Warren County

500 Justice Drive

Lebanon, OH 45036-1308

513-695-1810

Thank you for your interest in CentralSquare. CentralSquare provides software that powers over 8,000 communities. More about our products can be found at www.centralsquare.com.

WHAT SERVICES ARE INCLUDED?

DESCRIPTION	TOTAL
Public Safety Project Management Services - Fixed Fee	390.00
Public Safety Technical Services - Fixed Fee	1,560.00
Services Total	1,950.00 USD

QUOTE SUMMARY

Services Subtotal	1,950.00 USD
Quote Total	1,950.00 USD

WHAT ARE THE RECURRING FEES?

TYPE	AMOUNT
FIRST YEAR MAINTENANCE TOTAL	0.00

MORE INFORMATION AT CENTRALSQUARE.COM



CENTRALSQUARE

Change Order

Quote prepared on:

July 16, 2021

Quote prepared by:

Crystal Roth

crystal.roth@centralsquare.com

FIRST YEAR SUBSCRIPTION TOTAL

0.00

The amount totals for Maintenance and/or Subscription on this quote include only the first year of software use and maintenance. Renewal invoices will include this total plus any applicable uplift amount as outlined in the relevant purchase agreement.

BILLING INFORMATION

Fees will be payable within 30 days of invoicing.

Please note that the Unit Price shown above has been rounded to the nearest two decimal places for display purposes only. The actual price may include as many as five decimal places. For example, an actual price of \$21.37656 will be shown as a Unit Price of \$21.38. The Total for this quote has been calculated using the actual prices for the product and/or service, rather than the Unit Price displayed above.

Prices shown do not include any taxes that may apply. Any such taxes are the responsibility of Customer. This is not an invoice.

For customers based in the United States or Canada, any applicable taxes will be determined based on the laws and regulations of the taxing authority(ies) governing the "Ship To" location provided by Customer on the Quote Form.

PAYMENT TERMS

License Fees & Annual Subscriptions

- 100% Due Upon Contract Execution

Contract Startup

- 100% Due Upon Contract Execution

Hardware & Third-Party Software

- 100% Due Upon Contract Execution

Services

- Fixed Fee: 100% Due Upon Completion
- Time & Material: Due as Incurred
- Services Bundle: Fixed Fee, 100% Due Upon Execution

Third-Party Services

- Fixed Fee: 50% Due Upon Contract Execution; 50% Due Upon Completion

Travel & Living Expenses

- Due as Incurred

MORE INFORMATION AT CENTRALSQUARE.COM



Change Order

Quote prepared on:
July 16, 2021

Quote prepared by:
Crystal Roth

crystal.roth@centralsquare.com

PURCHASE ORDER INFORMATION

Is a Purchase Order (PO) required for the purchase or payment of the products on this Quote Form? (Customer to complete)

Yes [] No []

Customer's purchase order terms will be governed by the parties' existing mutually executed agreement, or in the absence of such, are void and will have no legal effect.

PO Number: _____

Initials: _____

Warren County

Signature: 

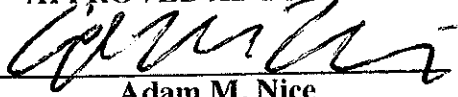
Name: David G. Yang

Date: 8.24.21

Title: President

Justin J. Clamrock 07/23/2021
Central Square Project Manager

APPROVED AS TO FORM



Adam M. Nice
Asst. Prosecuting Attorney



Summary of Services

Project: WARREN COUNTY, OH – Data Clean Up Services (Quote – Q-59629)

The parties mutually agree and acknowledge this Summary of Services is a high-level overview of the project requested, not a detailed requirements or design of solution.

Project Start Date

Parties agree the project will be scheduled within sixty (60) days from the execution of the applicable quote number.

Change Requests

The parties may request a change to this summary of services, to increase hours or deliverables, through a written request to the CentralSquare project manager or resource.

Services Scope of Project

The project includes the following scope of services. This is in addition to purchased license's and maintenance as outlined in the quote.

Technical Services

A CentralSquare Technical Service Engineer will review the expunge table and link up with names in active rms database. Then the TSE will run the classic expungement on the names. The initial run will be a small set for initial review. Pending review from customer, the TSE will move forward to complete task.

Project Management

Even in smaller, less complex projects, there needs to be a point of contact and someone driving a project to successful completion. CentralSquare's Implementation Methodology ensures a project has the right amount of oversight needed to successfully complete the work, no more no less. A CentralSquare Project Manager will be your point of contact for the scoped work with you to develop a timeline to meet your needs, drive the timeline to completion, work to resolve any issues that may arise during the life of the project, all while keeping you up to date so you have the peace of mind your project is on track for a successful completion

Professional Services

Throughout the course of the project, CentralSquare will use several types of services (defined herein) to complete the necessary steps for successful deployment of the contracted services. The overall services aligned to implementation include Consulting Services, Technical Services, Data Conversion Services, Training Services, and in some cases, Installation Services.

BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO

Resolution

Number 21-1149

Adopted Date August 24, 2021

ACKNOWLEDGE PAYMENT OF BILLS

BE IT RESOLVED, to acknowledge payment of bills from 8/17/21 and 8/19/21, as attached hereto and made a part hereof.

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

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

Resolution adopted this 24th day of August 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

/tao

cc: Auditor

BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO

Resolution

Number 21-1150

Adopted Date August 24, 2021

APPROVE A SUBDIVISION PUBLIC IMPROVEMENT PERFORMANCE AND MAINTENANCE SECURITY RELEASE WITH MT. PLEASANT BLACKTOPPING CO., INC. FOR THE WOODLANDS AT MORROW, PHASE 3B SITUATED IN THE VILLAGE OF MORROW

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

RELEASE

Bond Number	:	19-021 (W/S)
Development	:	The Woodlands at Morrow, Phase 3B
Developer	:	Mt. Pleasant Blacktopping Co., Inc.
Location	:	Village of Morrow
Amount	:	\$19,396.62
Surety Company	:	Philadelphia Indemnity Insurance Co. (PB00242500023)

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

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

Resolution adopted this 24th day of August 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cgb

cc: Mt. Pleasant Blacktopping, 3199 Production Dr., Fairfield, OH 45014
Philadelphia Indemnity Ins. Co, One Bala Plaza, Suite 100, Bala Cynwyd, PA 19004
Water/Sewer (file)
Bond Agreement file

Resolution

Number 21-1151

Adopted Date August 24, 2021

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

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

RELEASE

Bond Number	:	18-006 (W/S)
Development	:	Hudson Hills, Section 3, Block "A",
Developer	:	M/I Homes of Cincinnati, LLC
Township	:	Deerfield
Amount	:	\$32,071.62
Surety Company	:	Capitol Indemnity Corporation (60125437)

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

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

Resolution adopted this 24th day of August 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cgb

cc: M/I Homes of Cincinnati, LLC, 9349 Waterstone Blvd., Suite 100, Cincinnati OH 45249
Capitol Indemnity Corporation, PO Box 5900, Madison WI 53705
Water/Sewer (file)
Bond Agreement file

BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO

Resolution

Number 21-1152

Adopted Date August 24, 2021

APPROVE AN OPERATIONAL TRANSFER FROM COMMISSIONERS FUND #11011112 INTO HUMAN SERVICES FUND #2203

WHEREAS, the Department of Human Services has requested that the second disbursement of their mandated share for SFY 2021-2022 be transferred into the Human Services Public Assistance Fund #2203; and

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

\$ 16,464.42 from #11011112-5742 (Commissioners Grants - Public Assistance)
into #2203-49000 (Human Services - Public Assistance)

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

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

Resolution adopted this 24th day of August 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

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

BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO

Resolution

Number 21-1153

Adopted Date August 24, 2021

APPROVE OPERATIONAL TRANSFERS OF INTEREST EARNINGS FROM COMMISSIONERS FUND #11011112 INTO WATER FUNDS #5510, #5583, SEWER FUNDS #5580, AND #5575

WHEREAS, pursuant to Resolution #90-502, adopted May 3, 1990 and amended by Resolution #18-1854, adopted November 27, 2018, relative to the transfer of interest earned by the County on revenues earned on various funds held by the County to the benefit of the Water and Sewer system; and

NOW THEREFORE BE IT RESOLVED, to approve the following operational transfers of interest earnings for the period of July 2021:

\$ 11,035.03	from #11011112 5997	(Operational Transfers)
	into 5510 44100 55103200 AAREVENUE	(Water Revenue - Interest Earnings)
\$ 320.62	from #11011112 5997	(Operating Transfers)
	into #5575 44100 55753300 AAREVENUE	(Sewer Construction Project - Interest Earnings)
\$ 10,279.39	from #11011112 5997	(Operational Transfers)
	into #5580 44100 55803300 AAREVENUE	(Sewer Revenue - Interest Earnings)
\$ 964.12	from #11011112 5997	(Operational Transfers)
	into #5583 44100 55833200 AAREVENUE	Water Construction Projects - Interest Earnings)

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

Mr. Young - yea
Mr. Grossmann - yea
Mrs. Jones - yea

Resolution adopted this 24th day of August 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

Tz/

cc: Auditor
Water/Sewer (file)

OMB
Operational Transfer file

BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO

Resolution

Number 21-1154

Adopted Date August 24, 2021

APPROVE SUPPLEMENTAL APPROPRIATIONS INTO LOCAL FISCAL RECOVERY
FUND #2211

BE IT RESOLVED, to approve the following supplemental appropriations for Common Pleas
Department Technology Upgrade to Courtrooms:

\$126,950.00 into #22111110-5321 (Loc Fiscal Rec – DT BD Appr Cap BOCC)
\$ 6,305.00 into #22111110-5318 (Loc Fiscal Rec – Data BD Appr Non-Cap)

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

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

Resolution adopted this 24th day of August 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Supplemental Appropriation file
OMB (file)

BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO

Resolution

Number 21-1155

Adopted Date August 24, 2021

APPROVE SUPPLEMENTAL APPROPRIATION INTO SHERIFF'S OFFICE FUND #2295

BE IT RESOLVED, to approve the following supplemental appropriation within Warren County Sheriff's Office Fund #2295:

\$1,500.00 22952200-5317 (Non-Capital Purchases)

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

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

Resolution adopted this 24th day of August 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Supplemental App. file
Sheriff (file)

Resolution

Number 21-1156

Adopted Date August 24, 2021

APPROVE SUPPLEMENTAL APPROPRIATION INTO #11011111 AND OPERATING TRANSFER INTO PARKS FUND #9938

BE IT RESOLVED, to approve the following Supplemental Appropriation and Operating Transfer:

Supplemental Appropriation

\$ 3,868.20 into 11011111-5784 (General Fund – BOCC Grant Park District)

Operating Transfer

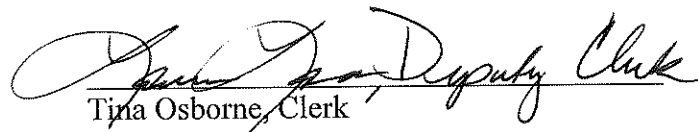
\$ 3,868.20 from 11011111-5784 (General Fund – BOCC Grant Park District)
\$ 3,868.20 into 9938-99387533-AAREVENUE-49000(Park – Distributions & Transfers)

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

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

Resolution adopted this 24th day of August 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor _____
Parks Board (file)
Operational Transfer file
Supplemental App. file
OMB

BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO

Resolution

Number 21-1157

Adopted Date August 24, 2021

APPROVE APPROPRIATION ADJUSTMENT FROM COMMISSIONERS GENERAL FUND #11011110 INTO SHERIFF'S OFFICE - CORRECTIONS FUND #11012210

BE IT RESOLVED, to approve the following appropriation adjustment from Commissioners Fund #11011110 into Sheriff's Office - Corrections Fund #11012210 in order to process a vacation leave payout for Morgan Conover, Megan Durham and Justin Flor former employees of Sheriff's Office - Corrections:

\$6,490.00	from	#11011110-5882	(Commissioners - Vacation Leave Payout)
	into	#11012210-5882	(Sheriff's Office - Corrections - Vacation Leave Payout)

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

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

Resolution adopted this 24th day of August 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO

Resolution

Number 21-1158

Adopted Date August 24, 2021

APPROVE APPROPRIATION ADJUSTMENT FROM JUVENILE COURT FUND #1011240
TO PROBATE COURT FUND #11011250

BE IT RESOLVED, to approve the following appropriation adjustment within Juvenile Court
fund #11011240 to Probate Fund #11011250.

\$ 25,000.00	from	11011240-5415	(Indigent Attorneys)
	into	11011250-5400	(Probate Purchased Services)

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

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

Resolution adopted this 24th day of August 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Appropriation Adj. file
Juvenile (file)

BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO

Resolution

Number 21-1159

Adopted Date August 24, 2021

APPROVE APPROPRIATION ADJUSTMENT WITHIN ECONOMIC DEVELOPMENT
FUND #11011116

BE IT RESOLVED, to approve the following appropriation adjustment:

\$1,000.00 from #11011116 5102 (Econ Dev Regular Salaries)
 into #11011116 5114 (Econ Dev Overtime)

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

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

Resolution adopted this 24th day of August 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

RB/

cc: Auditor
Appropriation Adjustment file
Economic Development (file)

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 21-1160

Adopted Date August 24, 2021

APPROVE APPROPRIATION ADJUSTMENTS WITHIN PROSECUTOR FUND 11011150

BE IT RESOLVED, to approve the following appropriation adjustments:

\$1,000.00 from #11011150-5400 (Purchased Services)
 into #11011150-5317 (Non-Capital Purchase)

\$5,000.00 from #11011150-5400 (Purchased Services)
 into #11011150-5318 (Dt Bd Approv Non-Cap)

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

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

Resolution adopted this 24th day of August 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

MRB/

cc: Auditor
Appropriation Adjustment file
Prosecutor (file)

BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO

Resolution

Number 21-1161

Adopted Date August 24, 2021

APPROVE APPROPRIATION ADJUSTMENT WITHIN ENGINEER'S OFFICE FUND #2202

BE IT RESOLVED, to approve the following appropriation adjustment to complete the upcoming vacation payouts for Josef Bruce, Taylor Browning, and Dawson Smith:

\$ 4,000 from #22023130-5102 (Regular Salaries)
 into #22023130-5882 (Vacation Payout)

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

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

Resolution adopted this 24th day of August 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor
Appropriation Adj. file
Engineer (file)
OMB

BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO

Resolution

Number 21-1162

Adopted Date August 24, 2021

APPROVE APPROPRIATION ADJUSTMENT FOR WORKFORCE INVESTMENT
FUND #2238

BE IT RESOLVED, to approve the following appropriation adjustment:

\$9,521.03	from	#22385800-5102	(WIB -- Regular salaries)
	into	#22385800-5882	(WIB -- Vacation Leave Payout)

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

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

Resolution adopted this 24th day of August 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Appropriation Adj file
Workforce Investment Board (file)

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 21-1163

Adopted Date August 24, 2021

APPROVE REQUISITIONS AND AUTHORIZE COUNTY ADMINISTRATOR TO SIGN DOCUMENTS RELATIVE THERETO

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

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

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

Resolution adopted this 24th day of August 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Commissioners' file

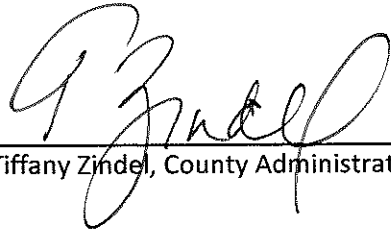
REQUISITIONS

Department	Vendor Name	Description	Amount
WAT	R D BAKER ENTERPRISES INC	EMERGENCY PURCHASE WATER SOFTENER FOR WAYNESVIL	\$ 3,129.00
ENG	JENNIFER L NEHUS	TEMPORARY EASEMENT FOR KING AVE BRIDGE PROJECT	\$ 350.00
FAC	CDW LLC	ELECTRONIC EQUIPMENT NEW JAIL	\$ 4,805.00
TEL	CENTRAL SQUARE TECHNOLOGIES LLC	CENTRAL SQUARE DATA CLEAN UP	\$ 1,950.00
WIB	ROCHELLE DANIELS	LEGAL SERVICES	\$ 11,980.00
WAT	LORI HOLTZMAN	6.5 ACRES LAND PURCHASE - SO LEBANON	\$ 259,550.00

PO CHANGE ORDER

Department	Vendor Name	Description	Amount
FAC	GRANGER CONSTRUCTION COMPANY	ADDENDUM 3 TO CONSTRUCT	\$ 193,358.78 increase
WAT	STRAND ASSOCIATES INC	SYCAMORE TRAILS WWTP UPGRADE PROJECT	\$ 39,500.00 increase
WAT	BUILDING CRAFTS INC	RAR SOFTENING UPGRADES PROJECT	\$ 44,609.37 decrease

8/24/2021 APPROVED:



Tiffany Zindel, County Administrator

Resolution

Number 21-1164

Adopted Date August 24, 2021

APPROVE SUPPLEMENTAL APPROPRIATION INTO JAIL CONSTRUCTION SALES TAX FUND #4495

BE IT RESOLVED, to approve the following supplemental appropriation to fully fund account for the remainder of 2021 sales tax fees:

\$70,000.00 into #44953712-5910 (Other Expense)

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

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

Resolution adopted this 24th day of August 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor
Supplemental App. file
OMB (file)
Facilities Management (file)

Resolution

Number 21-1165

Adopted Date August 24, 2021

HIRE DUSTY JOHNSON AS A BUILDING AND ELECTRICAL INSPECTOR I WITHIN THE WARREN COUNTY BUILDING AND ZONING DEPARTMENT

BE IT RESOLVED, to hire Dusty Johnson as Building and Electrical Inspector I within the Building and Zoning Department, unclassified, permanent status, full-time (40 hours per week), Pay Range #14, \$22.55 per hour, effective September 7, 2021, subject to a negative background check, drug screen and a 365-day probationary period.

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

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

Resolution adopted this 24th day of August 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Building & Zoning (file)
D. Johnson's Personnel file
OMB-Sue Spencer

Resolution

Number 20-1166

Adopted Date August 24, 2021

APPROVE PUD STAGE 2 FOR ODC WARREN COUNTY SURPLUS FARM (CORE 5 INDUSTRIAL PARTNERS, LLC APPLICANT) IN TURTLECREEK TOWNSHIP SUBJECT TO CONDITIONS

WHEREAS, this Board met this 24th day of August 2021, in the Commissioners' Meeting Room to consider the PUD Stage 2 for the ODC Warren County Surplus Farm (Core 5 Industrial Partners, LLC, Applicant) in Turtlecreek Township; and

WHEREAS, this Board has considered the recommendation from the Regional Planning Commission and all those present to speak in favor of or in opposition to said application; and

NOW THEREFORE BE IT RESOLVED, to approve the PUD Stage 2 for the ODC Warren County Surplus Farm (Core 5 Industrial Partners, LLC, Applicant) in Turtlecreek Township subject to the following conditions:

1. Compliance with the Warren County Subdivision Regulations, Warren County Zoning Code, and the PUD Standards in Exhibit A.
2. Compliance with the standards and requirements of the Warren County Engineer's Office and the Ohio Department of Transportation.
3. Submission of a traffic impact analysis to be reviewed and approved by the Ohio Department of Transportation and the Warren County Engineer's Office prior to PUD Stage 3. Any road improvements shall be installed by the developer.
4. Compliance with the requirements of the Warren County Soil & Water Conservation District for an Erosion and Sediment Control Plan before earth moving activities.
5. A landscape plan shall be illustrated on the site plan in compliance with the Warren County Zoning Code. Warren County Zoning and RPC shall review and approve the landscaping plan prior to PUD Stage 3.
6. Parking shall be compliant with Section: 3.301 of the Warren County Zoning Code and the PUD Development Standards.
7. Compliance with the requirements of the Warren County Health District Plumbing Division.
8. An industrial park association shall be established to maintain open space, landscaping, and cluster mailbox units.
9. In the event all zoning and subdivision approvals have not been obtained at such time as a written agreement to allow a road connection to Union Road has been entered into, the connection shall be completed prior to the issuance of any further subdivision approvals.
10. The stub street to the Shaker Run development shall be installed to the property line, prior to 75% of the lots being platted or developed. The stub street shall be improved with structural traffic control devices, as approved by the Warren County Engineer's Office, to prevent semi-truck traffic from accessing the Shaker Run residential development.

11. Prior to BOCC review of PUD Stage 2, the applicant submits a revised site plan that adds a note that additional Right-Of-Way along SR63 has been secured by the Ohio Department of Transportation for the widening of SR63.
12. Final plat approval is subject to Right of Way dedication from SR 63 as shown on the plan.

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

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

Resolution adopted this 24th day of August 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: RPC (file)
Administrative Hearing file
Applicant