

Resolution

Number 22-0933

Adopted Date June 28, 2022

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

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

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

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

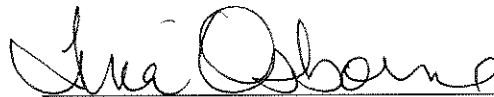
Mr. Grossmann – yea

Mr. Young - yea

Mrs. Jones – yea

Resolution adopted this 28th day of June 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

Resolution

Number 22-0934

Adopted Date June 28, 2022

DESIGNATE FAMILY AND MEDICAL LEAVE OF ABSENCE TO KRYSTAL POWELL,
WITHIN THE WARREN COUNTY COMMISSIONERS' OFFICE

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

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

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

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

Resolution adopted this 28th day of June 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Commissioner file
K. Powell's FMLA file
OMB – Sue Spencer

Resolution

Number 22-0935

Adopted Date June 28, 2022

APPOINT SHAWNA JONES AS THE DIRECTOR OF WARREN COUNTY JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION

WHEREAS, it is the desire of the Board of County Commissioners to appoint Shawna Jones as the Director of Warren County Job and Family Services, Children Services Division; and

NOW THEREFORE BE IT RESOLVED, to appoint Shawna Jones, as the Director within Warren County Job and Family Services, Children Services Division, unclassified, full-time permanent, exempt status (40 hours per week), Pay Range #C, \$3,407.70 bi-weekly, effective June 13, 2022.

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

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

Resolution adopted this 28th day of June 2022.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Children Services (file)
S. Jones' Personnel file
OMB – Sue Spencer

Resolution

Number 22-0936

Adopted Date June 28, 2022

AUTHORIZE THE POSTING FOR DEPUTY DIRECTOR POSITION, WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION, IN ACCORDANCE WITH WARREN COUNTY PERSONNEL POLICY MANUAL, SECTION 2.02(A)

WHEREAS, there exists an opening for the Deputy Director position within the Warren County Department of Job and Family Services, Children Services Division; and

NOW THEREFORE BE IT RESOLVED, to authorize the posting of the position of "Deputy Director" 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 June 23, 2022.

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

Mr. Grossmann – yea

Mr. Young - yea

Mrs. Jones – yea

Resolution adopted this 28th day of June 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

HR

cc: Children Services (file)
OMB Sue Spencer

Resolution

Number 22-0937

Adopted Date June 28, 2022

APPROVE RECLASSIFICATION OF MORGAN LOWING FROM PROTECTIVE SERVICES CASEWORKER I TO PROTECTIVE SERVICES CASEWORKER II WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION

WHEREAS, the Director of Children Services has indicated that Ms. Lowing has completed the required CORE training for the Protective Services Caseworker II position and desires to reclassify her to said position; and

NOW THEREFORE BE IT RESOLVED, to reclassify Morgan Lowing the position of Protective Services Caseworker II, non-exempt, pay range #9, \$19.04 per hour, under the Warren County Job and Family Services, Children Services Compensation Schedule, effective pay period beginning June 18, 2022, and

BE IT FURTHER RESOLVED, Ms. Lowing will receive the typical three percent increase upon completion of her year probation in October 2022.

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

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

Resolution adopted this 28th day of June 2022.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Children Services (file)
M. Lowing's Personnel file
OMB – Sue Spencer

Resolution

Number 22-0938

Adopted Date June 28, 2022

ACCEPT RESIGNATION OF EMILY LUTI, PROTECTIVE SERVICES CASEWORKER II, WITHIN WARREN COUNTY JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION, EFFECTIVE JULY 6, 2022

BE IT RESOLVED, to accept the resignation of Emily Luti, Protective Services Caseworker II, within Warren County Job and Family Services, Children Services Division, effective July 6, 2022.

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

Mr. Grossmann – yea

Mr. Young - yea

Mrs. Jones – yea

Resolution adopted this 28th day of June 2022.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

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

Resolution

Number 22-0939

Adopted Date June 28, 2022

HIRE BREANNA BRUNSMAN AS PROTECTIVE SERVICES CASEWORKER I, WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION

BE IT RESOLVED, to hire Breanna Brunsmann as Protective Services Caseworker I, within the Warren County Department of Job and Family Services, Children Services Division, classified, full-time permanent, non-exempt status (40 hours per week), Pay Grade #6, \$17.63 per hour, under the Warren County Job and Family Services compensation plan, effective July 25, 2022, subject a negative background check, drug screen and a 365-day probationary period.

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

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

Resolution adopted this 28th day of June 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

H/R

cc: Children Services (file)
B. Brunsmann's Personnel file
OMB – Sue Spencer

Resolution

Number 22-0940

Adopted Date June 28, 2022

APPOINT COURTNEY WILSON INTO THE ROLE OF TEMPORARY CHILD CARE SCHOLARSHIP PROGRAM SUPERVISOR WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, HUMAN SERVICES DIVISION

WHEREAS, it is the desire of the Board of County Commissioners to appoint Courtney Wilson as the Temporary Child Care Scholarship Program Supervisor, within the Warren County Job and Family Services, Human Services Division; and

WHEREAS, this is temporary position funded with monies received via the American Rescue Plan Act and would remain in place until the program officially ends; and

NOW THEREFORE BE IT RESOLVED, to appoint Courtney Wilson into the role of Temporary Child Care Scholarship Program Supervisor, compensated \$386.40 per pay period beginning July 2, 2022.

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

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

Resolution adopted this 28th day of June 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Human Services (file)
C. Wilson's Personnel file
OMB – Sue Spencer

Resolution

Number 22-0941

Adopted Date June 28, 2022

HIRE CAITLYN RUSSELL AS TEMPORARY CHILD CARE SCHOLARSHIP PROGRAM CASEWORKER, WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, HUMAN SERVICES DIVISION

BE IT RESOLVED, to hire Caitlyn Russell as Temporary Child Care Scholarship Program Caseworker, within the Warren County Department of Job and Family Services, Human Services Division, temporary, \$16.07 per hour, effective July 16, 2022, subject a negative background check, drug screen.

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

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

Resolution adopted this 28th day of June 2022.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

H/R

cc: Human Services (file)
C. Russell's Personnel file
OMB – Sue Spencer

Resolution

Number 22-0942

Adopted Date June 28, 2022

HIRE BRENDA MCKINNEY AS ELIGIBILITY REFERRAL SPECIALIST II, WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, HUMAN SERVICES DIVISION

BE IT RESOLVED, to hire Brenda McKinney within the Warren County Department of Job and Family Services, Human Services Division, classified, full-time permanent, non-exempt status (40 hours per week), Pay Grade #6, \$16.07 per hour, under the Warren County Job and Family Services compensation plan, effective July 18, 2022, subject a negative drug screen, background check, and a 365-day probationary period.

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

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

Resolution adopted this 28th day of June 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

H/R

cc: Human Services (file)
B. McKinney's Personnel file
OMB – Sue Spencer

Resolution

Number 22-0943

Adopted Date June 28, 2022

ACCEPT RESIGNATION OF SHAWN BRINSON, WATER AND SEWER UTILITY CLERK II, WITHIN THE WARREN COUNTY WATER AND SEWER DEPARTMENT, EFFECTIVE JULY 6, 2022

BE IT RESOLVED, to accept the resignation, of Shawn Brinson, Water and Sewer Utility Clerk II, within the Warren County Water and Sewer Department, effective July 6, 2022.

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


Mr. Grossmann – yea

Mr. Young - yea

Mrs. Jones – yea

Resolution adopted this 28th day of June 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Water and Sewer (file)
S. Brinson's Personnel File
OMB – Sue Spencer
Tammy Whitaker

Resolution

Number 22-0944

Adopted Date June 28, 2022

HIRE KANE DEMPSEY AS WASTEWATER TREATMENT PLANT TECHNICIAN, WITHIN THE WARREN COUNTY WATER AND SEWER DEPARTMENT

BE IT RESOLVED, to hire Kane Dempsey, as a Wastewater Treatment Plant Technician within the Warren County Water and Sewer Department, classified, full-time permanent, non-exempt status (40 hours per week), Pay Range #13, \$16.56 per hour, effective July 11, 2022, subject to a background check, negative drug screen, and a 365-day probationary period; and

BE IT FURTHER RESOLVED, Mr. Dempsey is required to obtain a Class I Wastewater Operator's License within eighteen (18) months of his start date to maintain employment.

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

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

Resolution adopted this 28th day of June 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

H/R

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

Resolution

Number 22-0945

Adopted Date June 28, 2022

APPROVE PAY INCREASE FOR ARRON TATE, WATER DISTRIBUTION WORKER III
WITHIN THE WATER AND SEWER DEPARTMENT

WHEREAS, Mr. Tate has successfully obtained his Class 1 Water Distribution Professional Operators license and is eligible to receive a 5% wage increase; and

NOW THEREFORE BE IT RESOLVED, to approve pay increase for Arron Tate, Water Distribution Worker III within the Water and Sewer Department, \$24.13 per hour, effective pay period beginning May 21, 2022.

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

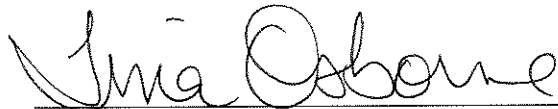
Mr. Grossmann – yea

Mr. Young - yea

Mrs. Jones – yea

Resolution adopted this 28th day of June 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

Resolution

Number 22-0946

Adopted Date June 28, 2022

AUTHORIZE THE POSTING OF THE "COMMUNITY MANAGER" POSITION, WITHIN THE TELECOMMUNICATIONS DEPARTMENT, IN ACCORDANCE WITH WARREN COUNTY PERSONNEL POLICY MANUAL, SECTION 2.02(a)

WHEREAS, there exists one opening for a "Community Manager" position within the Telecommunications Department; and

NOW THEREFORE BE IT RESOLVED, to authorize the posting of the position of "Community Manager" 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 June 21, 2022.

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

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

Resolution adopted this 28th day of June 2022.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

H/R

cc: Telecom (File)
S. Spencer - OMB

Resolution

Number 22-0947

Adopted Date June 28, 2022

ACCEPT RESIGNATION OF KELLEY WILSON, CUSTOMER ADVOCATE I, WITHIN WARREN COUNTY OHIO MEANS JOBS, EFFECTIVE JUNE 28, 2022

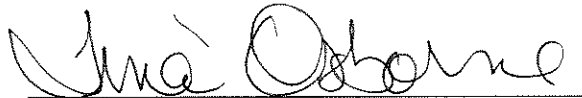
BE IT RESOLVED, to accept the resignation of Kelley Wilson, Customer Advocate I, within Warren County OhioMeansJobs, effective June 24, 2022.

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

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

Resolution adopted this 28th day of June 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: OhioMeansJobs (file)
K. Wilson's Personnel File
OMB – Sue Spencer
Tammy Whitaker

Resolution

Number 22-0948

Adopted Date June 28, 2022

AUTHORIZE REQUEST FOR PROPOSALS FOR MONITORING AND MAINTENANCE SERVICES OF SECURITY INFORMATION AND EVENT MANAGEMENT FOR WARREN COUNTY TELECOMMUNICATIONS

BE IT RESOLVED, to advertise for Request for Proposals for the monitoring and maintenance services of the Security Information and Event Management for Warren County Telecommunications; and

BE IT FURTHER RESOLVED, to advertise said bid for one (1) week in a newspaper of general circulation beginning the week of July 3, 2022 and for two consecutive weeks on the Warren County website, with proposals due Tuesday, July 26, 2022 @ 8:30 a.m.

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

Mr. Grossmann – yea

Mr. Young - yea

Mrs. Jones – yea

Resolution adopted this 28th day of June 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

KP

cc: Telecom (file)
OMB Bid file

Resolution

Number 22-0949

Adopted Date June 28, 2022

ADVERTISE FOR BIDS FOR THE LOWER LITTLE MIAMI WASTEWATER TREATMENT PLANT OVERHEAD DOOR PROJECT

BE IT RESOLVED, to advertise for bids for the Lower Little Miami Wastewater Treatment Plant Overhead Door Project for the Warren County Water and Sewer Department; and

BE IT FURTHER RESOLVED, to advertise said bid for one (1) week in a newspaper of general circulation and for two consecutive weeks on the County website, beginning the week of July 10, 2022; bid opening to be August 4, 2022 @ 11:00 a.m.

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

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

Resolution adopted this 28th day of June 2022.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

KP

cc: Water/Sewer (file)
OMB Bid file

Resolution

Number 22-0950

Adopted Date June 28, 2022

APPROVE EMERGENCY REPAIR TO THE GENERATOR LOCATED AT DICK'S CREEK SEWER LIFT STATION

WHEREAS, the Water & Sewer Department has discovered that the emergency standby generator for the Dick's Creek Sewer Lift Station is currently non-operational; and

WHEREAS, the repair is critical and time sensitive to maintain effective operations of the Sewer Department by aiding in the prevention of both homes and businesses from experiencing a potential sewer back-up in the event of a power outage to the lift station; and

NOW THEREFORE BE IT RESOLVED, to approve emergency procurement services under Purchase Order 22001843 with Cummins Inc. in the amount \$5,000 for generator diagnostics and repair.

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

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

Resolution adopted this 28th day of June 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

mbz

cc: Auditor
Water/Sewer (file)

Resolution

Number 22-0951

Adopted Date June 28, 2022

AUTHORIZE THE PRESIDENT OF THIS BOARD TO SIGN A SATISFACTION OF MORTGAGE FOR IDA BICKNELL

WHEREAS, Ida Bicknell received a Deferred Loan for the Rehabilitation of Property through the Warren County Board of Commissioners Program Income Home Repair Fund; and

WHEREAS, the Board has received payment and is fully satisfied for said Deferred Loan for the Rehabilitation of Property; and

NOW THEREFORE BE IT RESOLVED, to authorize the President of this Board to sign a Satisfaction of Mortgage for Ida Bicknell.

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

Mr. Grossmann – yea

Mr. Young - yea

Mrs. Jones – yea

Resolution adopted this 28th day of June 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/vsp

cc: OGA (file)
c/a—Bicknell, Ida
Bicknell, Ida

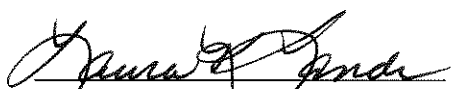
SATISFACTION OF MORTGAGE

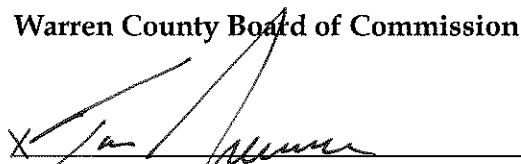
KNOW ALL MEN BY THESE PRESENTS, THAT the Warren County Board of Commissioners does hereby certify, that a certain Mortgage Deed, dated the 17th day of July, 2009, recorded on the 8th day of February, 2010, in Record of Mortgages, Vol. 5032 Pages 267 - 270, in the Office of the Recorder of Warren County, Ohio, executed by **Ida Bicknell**, unmarried, to the **Warren County Board of Commissioners** on the following real estate, known as 9656 Homestead Drive, Franklin, Ohio 45005, and legally described in Exhibit "A", attached hereto and made a part hereof, has been **paid and fully satisfied**, and the Recorder is authorized to discharge the same of record.


In Testimony Whereof, the said Warren County Board of Commissioners, by Tom Grossmann, President, acting in his official capacity, has hereunto set his hand this 28th day of June, 2022, A.D.

Signed and Acknowledged
In the Presence of

Warren County Board of Commissioners


Signature of Witness


Tom Grossmann, President

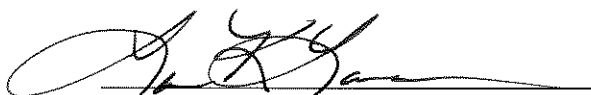

Printed Name of Witness

State of Ohio
County of Warren, ss:

Be It Remembered, that on this 28th day of June, 2022, A.D., before me, the subscriber, a Notary Public in and for said County, personally came the above named Tom Grossmann, President of the Warren County Board of Commissioners, who acknowledged the signing of the foregoing instrument, while acting in his official capacity, to be his voluntary act and deed, for uses and purposes therein mentioned.

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

LAURA K. LANDER
NOTARY PUBLIC
STATE OF OHIO
Recorded in
Warren County


Notary Public



My Commission Expires 12/26/2022
Warren County, Ohio.

Exhibit "A"

Parcel ID # 04-21-254-001

Parcel B: (Southeast part) Situated in Franklin Township, Warren County, Ohio and Being a part of Section # 21, Town 2, Range 5, M.R.S. and bounded and described as follows: Beginning at an iron rod at the southeast corner of 2.25 acre tract owned by James C. Coffey as per Deed Book 224, page 237, and running thence with the South lines of said 2.25 Acre Tract (1) North 76 degrees 33' West 165 feet to a point; (2) North 83 degrees 35' West 15 feet to a point in the center of a 30 foot roadway outlet running thence with the center of said roadway North 11 degrees 12' East 170 feet to a point, witness an iron rod bears South 78 degrees 51' East 15 feet; thence South 78 degrees 51' East 161.75 feet to an iron rod in the east line of said 2.25 acre tract; thence with said east line South 5 degrees 25' West 176 feet to the place of beginning, containing sixty eight hundredths (0.68) of an Acre, subject to an easement over a strip of ground 15 feet wide lying along and adjacent to the west line of the above described tract which forms a part of a 30 foot wide roadway outlet for the joint use by the owners of this tract and other tracts lying west, north and east of the above 0.68 acre tract. There is also granted by the herein grantor, the right and privilege to the joint use of a 30 foot wide roadway outlet leading from the north line of the above 0.68 acre tract to the Pennyroyal Road, the centerline of said 30 foot wide roadway outlet being more particularly described as follows: Beginning at the northwest corner of the above 0.68 acre tract and running thence south 11 degrees 12' west 170 feet to a point; thence south 7 degrees 17' West 317 feet to a point; thence south 0 degrees 32' west 352 feet to the north line of Penny Royal Road.

Parcel C: (Northeast Part) Situated in Franklin Township, Warren County, Ohio, and being a part of Section #21, Town 2, Range 5, M.R.S., and bounded and described as follows: Beginning at an iron rod at the northeast corner of 2.25 acre tract owned by James C. Coffey as per Deed Book 224, Page 237, and running thence with the east line of said tract south 5 degrees 25' west 215 feet to an iron rod; thence north 78 degrees 51' west 161.75 feet to a point in the center of a 30 foot wide roadway outlet, witness an iron rod bears south 78 degrees 51' east 15 feet, thence with the center of said roadway north 11 degrees 12' east 202.8 feet to a point in the north line of said 2.25 acre tract; thence with said north line south 83 degrees 25 east 141 feet to the place of beginning, containing seventy hundredths (0.70) of an acre, subject to an easement over a strip of ground 15 feet wide lying along and adjacent to the west line of the above described tract, which forms

part of a 30 foot wide roadway outlet for the joint use by the owners of this tract and other tracts lying west, north and east of the above 0.70 acre tract. There is also granted by the herein grantor the right and privilege to the joint use of a 30 foot wide roadway outlet leading from the north line of the above 0.70 acre tract to Pennyroyal Road, the centerline of said 30 foot roadway outlet being more particularly described as follows: Beginning at the northwest corner of the above 0.70 acre tract and running thence south 11 degrees 12' west 172.8 feet to a point; thence south 7 degrees 17' west 317 feet to a point; thence south 0 degrees 32' west 352 feet to the north line of Pennyroyal Road.

Prior Instrument Reference: Volume 4340, Page 605 of the Official Records of Warren County, Ohio.

Resolution

Number 22-0952

Adopted Date June 28, 2022

ENTER INTO A YOUTH WORKSITE AGREEMENT ON BEHALF OF OHIOMEANSJOBS
WARREN COUNTY

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

Warren County Facilities Management
430 Justice Drive
Lebanon, Ohio 45036

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

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

Resolution adopted this 28th day of June 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

**OhioMeansJobs Warren County
TANF Youth Employment Program
Worksite Agreement**

This agreement is entered into by and between on this 28 day of June 2022, between the Warren County Board of Commissioners on behalf of the OhioMeansJobs Warren County, 300 East Silver St, Lebanon, Ohio 45036, hereinafter referred to as OMJWC, **Warren County Facilities Management, 430 Justice Drive, Lebanon, OH 45036**, hereinafter referred to as Worksite, for the employment of youth as authorized by the TANF Work Experience Program from date of action by the Board of Commissioners through June 30, 2023.

WITNESSETH:

WHEREAS, OMJWC operates a TANF Work Experience Program which may provide temporary entry level employment experiences to eligible Warren County youth from age 14 through age 24 years; and

WHEREAS, eligible worksites are needed for TANF Work Experience Program participants; and

WHEREAS, the Worksite desires to participate in the TANF Work Experience Program by providing employment opportunities for youth at the above named worksite location.

NOW THEREFORE, in consideration of the promises and mutual covenants herein set forth, it is agreed by and between the parties hereto as follows:

- A. OMJWC in conjunction with Southwest Ohio Council of Governments will provide youth recruitment, intake and job placement; payroll preparation and distribution; youth counseling; worksite visitation/evaluation; and other TANF Work Experience Program services for youth and technical assistance to the Worksite and youth, as required.
- B. OMJWC is mandated by law to serve only low income youth with identified barriers, as defined by the TANF Summer Youth Employment Program and Ohio's Comprehensive Case Management and Employment Program(CCMEP). The Worksite, in operating programs funded under the TANF Work Experience Program, assures that it will administer its program in full compliance with safeguards against fraud and abuse as set forth in the program regulations; that no portion of its TANF Work Experience Program will in any way discriminate against, deny services to or exclude from participation any person on the grounds of race, color, national origin, religion, age, sex, handicap or political affiliation or belief; and that it will target employment and training services to those most in need of them and best able to benefit from them.

- C. Timesheets, signed by the participant and the worksite supervisor, will be on file in the OMJWC office. The following information will be available in the TANF Work Experience Program records and/or the participant's file: name and age of participant, application, employment questionnaire, job location, job title and job description. Worksite information will be included in Attachment A of the Worksite Agreement. Additional participants may be added throughout the duration of the Worksite Agreement.
- D. Youth may be required to attend TANF Work Experience required training sessions and seminars. These will be scheduled in advance in collaboration with the Worksite Supervisor and the TANF Work Experience Program Supervisor and Coordinator. In the event that a session takes place during the youth's regularly scheduled work time, the total time spent in paid training cannot exceed the number of hours permitted for that particular day as specified in this agreement.
- E. OMJWC or its authorized representative, the Secretary of Labor or his/her authorized representative(s) and the Governor of the State of Ohio or his/her authorized representative(s) may at all times have the right to access, and inspect when necessary and without prior notice, the place of work under this agreement and any records pertinent to this agreement, to assure the progress and quality of training or to determine compliance with the agreement's terms.
- F. The Worksite agrees that the services of the TANF Work Experience Program participants will not displace regular employees, but will be used to augment the regular workforce or for special programs designed for youth. Further, any Worksite that has laid-off an employee within a requested job classification will not have its request filled until twelve months from the date that the lay-off occurred.
- G. The Worksite agrees that youth will not be involved in programs or activities which are in violation of Federal or State regulations, as amended, governing religious/sectarian or political activities.
- H. The Worksite agrees to provide, at their expense, adequate and qualified adult supervision. The Worksite must be responsible for assuring the Worksite Supervisors comply with the requests of the TANF Work Experience Program Coordinator regarding issues related to TANF Work Experience Program participants and in particular, maintain accurate youth timesheets. The Worksite Supervisor will be held responsible for keeping accurate records of hours worked by each youth.

The Worksite agrees to maintain open communication with monitoring staff assigned to the site and to reply to requests for information in a timely manner.

Wages requested must be for hours worked (or spent in OMJWC approved training/counseling sessions scheduled during regular work hours only). Time sheets must be signed by each youth and his/her supervisor before payroll checks

can be issued. Records pertinent to this agreement shall be retained by the worksite for the duration of the program and thereafter delivered to OMJWC within seven days to be properly stored.

- I. The Worksite assures that no person under its employment who presently exercises any functions or responsibilities in connection with OMJWC or TANF Summer Youth funded projects or programs, has or had any financial interest, direct or indirect; in this agreement, nor will the Worksite hire any person having such financial interest.
- J. The Worksite assures that it will fully comply with the requirements of the OMJWC, all Federal regulations.
- K. The Worksite agrees to abide by all Federal, State and local labor laws; State of Ohio and Federal Child Labor Law restrictions (Attachment B); Civil Rights Provisions which include, but are not limited to, Title VI and VII of the 1964 Civil Rights Act; Ohio Revised Code 4112; Age Discrimination Enforcement Act; Rehabilitation Act of 1973; as well as any and all amendments thereto.
- L. The Worksite agrees and understands that participation in TANF Work Experience Programs requires no compensation of any kind to either party, and that there will be no compensation of any kind made to the Worksite.
- M. The Worksite shall comply with all Federal and State Occupational Safety and Health Regulations (OSHA) dealing with safety of workers on the worksite. The Worksite shall save and hold harmless OMJWC, OhioMeansJobs of Warren County, The Board of Warren County Commissioners, the Area 12 Council of Governments, Area 12 Workforce Investment Board and their employees, from any and all liability that may arise as a result of an OSHA violation.
- N. Any changes in supervision, Worksite location, work duties or schedule for youth assigned to the Worksite, or any other changes in this Agreement, will be made only with prior written notification to and written approval from the OMJWC TANF Work Experience Program Coordinator. Failure to follow this procedure may result in immediate termination of the Worksite Agreement at the sole discretion of OMJWC.
- O. The Worksite and the OMJWC understand and agree that signing of this agreement does not guarantee the placement of youth at the Worksite(s). OMJWC will notify the Worksite if there will be a reduced number or no placement of youth due to the unavailability of youth within fifteen (15) days after the beginning of the program.
- P. This agreement may be terminated without cause ten days following the receipt of written notice of termination given by either party. This agreement may be immediately terminated without legal or financial liability of OMJWC for the causes listed below:

1. If supervision provided is deemed inadequate;
2. If there is insufficient work for the youth;
3. If there is a lack of funds or if funding becomes unavailable to the OMJWC;
4. If the Worksite refuses to accept any additional conditions that may be imposed upon the Worksite by the Department of Labor, the State of Ohio Department of Job and Family Services or the OMJWC or if the Worksite, in the sole opinion of the OMJWC, fails to comply with any provisions of this agreement or any provision of the TANF Work Experience Program or any memorandum, policy, bulletin, etc. of the Ohio Department of Job and Family Services or the OMJWC.

Q. This agreement may be modified upon mutual consent of both parties.

R. **GROUNDS FOR DISCIPLINARY ACTION AND PENALTIES.** Upon enrollment, each youth will be given work rules and the disciplinary policies (Attachment C) which is included in the Youth's Participant Manual. If the Worksite has any additional rules which shall apply to the youth's conduct, these shall be indicated in the space provided below. The Worksite may add rules or reinforce rules, but no rules may be deleted from Attachment C. It is agreed that the rules indicated in Attachment C will be in effect at the Worksite.

Rule:	Group:
<i>See county policy</i>	

S. **CERTIFICATIONS:** The undersigned individuals have read and fully comprehend all statements in this Worksite Agreement and signify by their signatures a voluntary intent to be fully bound by the provisions of this agreement as well as any and all attachments which are explicitly merged and incorporated into the agreement. In addition, the organized labor representative, if applicable, reviewing this agreement expressly stipulated by his/her below affixed signature that he/she has read, understands and voluntarily concurs with the Worksite Agreement. A copy of the completed Worksite Agreement will be returned to the Worksite Administrator after being reviewed and signed by the OMJWC representative. The Worksite is to retain its copy of the Worksite agreement in its files for the duration of the program year.

T. Vendor (worksites) shall provide liability insurance coverage as follows:

Vendor (worksites) shall carry Comprehensive General Liability coverage or Professional Liability coverage with limits of \$1,000,000 Per Occurrence, \$2,000,000 / Aggregate, with no interruption of coverage during the entire term of this Agreement. [if applicable] Vendor (worksites) shall also carry automobile liability coverage with limits of \$1,000,000 Per Occurrence / Aggregate.

Vendor(worksites)further agrees that if any Comprehensive General Liability or Professional Liability coverage is on a “claims made” basis, the policy provide that in the event this Agreement is terminated, Vendor (worksites) shall continue such policy in effect for the period of any statute or statutes of limitation applicable to claims thereby insured, notwithstanding the termination of the Agreement.

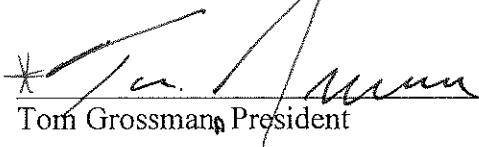
By endorsement to the Comprehensive General Liability or Professional Liability coverage, Warren County shall be named as an additional insured with the same primary coverage as the principal insured – no policy of Comprehensive General Liability or Professional Liability coverage that provides only excess coverage for an additional insured is permitted.

Vendor (worksites) shall provide Warren County with a certificate of insurance evidencing such coverage and conditions set forth herein, and shall provide thirty (30) days notice of cancellation or non-renewal to Warren County. Such certificates shall provide that the insurer notify Vendee in writing should any of the above described policies be canceled before the expiration date thereof, to be mailed by the insurer to the Vendee not less than 30 days prior to said cancellation date. Vendor (worksites) shall also deliver to Lessor, at least 15 days prior to the expiration date of each policy or policies (or of any renewal policy or policies), certificates for the renewal policies of the insurance coverage required herein.

Appropriate self-insurance may be substituted by either party for coverage requirements hereunder.


IN WITNESS WHEREOF, the parties have executed this Agreement on this 22
day of June, 2022.

WARREN COUNTY BOARD OF COMMISSIONERS:


Tom Grossmann, President

WORKSITE:

Warren County Facilities Management
Worksite Name


Signature/Worksite Administrator 06/03/2022
Date

Director
Title of Worksite Administrator


If applicable, an Organized Labor Representative should review this agreement and stipulate by his/her signature below that he/she has read, understands, and voluntarily concurs with the execution of the Worksite Agreement.

NA
Signature of Authorized Organized Labor Representative Date

OhioMeansJobs Warren County


Matt Fetty OMJWC, Director 6/7/22
Date

APPROVED AS TO FORM:


Keith Anderson, Assistant Prosecuting Attorney

Attachment A

Warren Co. TANF Summer Youth Employment Program
Request Form

I. Agency Information:

Agency Name: Facilities Management

Address: 430 Justice Dr. Lebanon OH 45036

Phone: (513) 695-1004 E-mail trevor.hearn@co.warren.oh.us

Agency Administrator: Trevor Hearn

Contact Person: Trevor Hearn

FEIN#: _____

II. Program Information: Work for the youth will begin at the worksite on or about 6/6/2022 and continue until on or about 6/30/2023. Be sure that you have enough work for the number of youth you request. Youth will work a maximum of ___ hours per week, normally ___ hours per day. Any request for change in hours, job duties or supervisor must be made in written or verbal form to the One-Stop in advance of the change.

All youth must be supervised. Please review the job description included in the worksite packet, which briefly outlines responsibilities of a Worksite Supervisor. All supervisors must be adequately oriented before a youth may begin work.

Please provide all of the information requested below for each worksite.

Worksite	Name and Phone # of Supervisor	Number of youth requested	Preferred Age of Youth	Schedule of Hours	Interview Requested?
FACILITIES	TREVOR HEARN 513-695-1004	5	16-24	From: 7:00 To: 4:00	<input checked="" type="checkbox"/> Yes No
				From: To:	Yes No
				From: To:	Yes No
				From: To:	Yes No

III. Job Description(s): Each worksite, even if located in the same building (i.e. clerical and custodial) should be listed as a separate worksite.

Worksite #1 Grounds Crew : Maintain county grounds

Worksite #2 _____

Worksite #3 _____

Worksite #4 _____

Worksite #5 _____

IV. Additional Information:

Is your agency planning to have youth use power-driven machinery and/or perform any "hazardous occupational orders"? (Please refer to Child Labor Laws)

 Yes X No If yes, please describe the type of power-driven machinery to be used and/or "Hazardous" work tasks.

Training and safety instructions must be provided by worksite personnel if skilled or special equipment is required to perform the tasks described in this agreement. Youth work activities are governed by the applicable State and Federal Child Labor Laws.

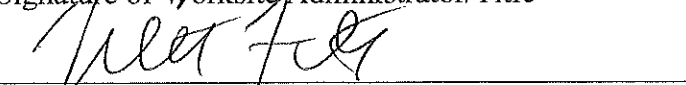
If weather or other factors do not permit the regularly scheduled work to be done, please describe the contingency plan of work duties for youth employees.

Additional rules or policies to be followed at the worksite during work time are listed in the Worksite Agreement. These rules will be in addition to the disciplinary rules provided in Attachment C of the Worksite Agreement.

The undersigned individuals signify by their signatures that they have read and fully comprehend all statements in this TANF Work Experience Program request Form and that they understand and agree that this is a request form only and that it does not guarantee the placement of TANF Summer Youth at the worksite (s) requested.

 Director
Signature of Worksite Administrator/Title

06/03/2022
Date



6/7/2022
Date

Matt Fetty, Director, OhioMeansJobs Warren County

Attachment B
Minor Labor Laws

In accordance with State of Ohio Child Labor Laws, 14 and 15 years olds MAY NOT:

1. Operate electric or gas lawn mowers
2. Operate string or blade trimmers, weed eaters or weed whips.

In accordance with the State of Ohio Child Labor Laws, minors under the age of 16 MAY NOT be involved in the following tasks:

1. Operating a tractor of over 20 PTO (Power take Off) horsepower or connecting or disconnecting an implement of any of its parts to or from such a tractor.
2. Operate a power post hole digger, post driver, or non-walking type rotary tiller or power mover;
3. Operate or assist in the operation of (including starting, stopping, adjusting, feeding or any activity involving physical contact with the operation of)
4. Work from a ladder or scaffold
5. Drive a bus, truck or automobile when transporting passengers.
6. Handle or apply agricultural chemicals classified under the Federal Fungicide and Rodenticide Act (7 U.S.C. 135 et. Seq.) as Category I toxicity, identified by the "skull and crossbones" on the label or Category II of toxicity, identified by the word "WARNING" on the label.
7. Work in connection with cars, trucks or busses involving the use of pits, racks, lifting apparatus or involving inflation of any tire mounted on a rim equipped with a removable retaining ring.

In accordance with the State of Ohio Child Labor Laws, minors under the age of 18 MAY NOT be involved in the following tasks:

1. Operating or helping to operate the following power driven tools:
 - a. Circular saws
 - b. Band saws
 - c. Guillotine shears.
2. Setting up, adjusting, repairing, oiling or cleaning circular saw, band saws or guillotine shears.
3. Excavating, working in or backfilling (refilling) trenches except:
 - a. Manually excavating or manually backfilling trenches that do not exceed (4) feet in depth at any point.
4. Using fertilizers, fungicides, insecticides, rodenticides or herbicides.

When there is disagreement between State and Federal Child Labor Laws, the most restrictive standard is to be used. Attached is a summary of the comparison of the State and Federal requirements.

Attachment C

GROUPS FOR DISCIPLINARY ACTIONS AND PENALTIES

GROUP I OFFENSES

FIRST OFFENSE- Written reprimand

SECOND OFFENSE- Written reprimand, counseling

THIRD OFFENSE – Three days suspension

FOURTH OFFENSE – Termination

1. Failure to call in about missing work – for any reason.
2. Creating or contributing to unsanitary or unsafe conditions, including risking of personal safety (spitting, hitting, etc.)
3. Failure to use reasonable care of agency property or equipment
4. Bringing a friend to the worksite during work hours
5. Not responding to a reasonable request from a supervisor

GROUP II OFFENSES

FIRST OFFENSE – Written reprimand, counseling

SECOND OFFENSE - Three (3) day suspension WITHOUT PAY

THIRD OFFENSE- Termination

1. Unauthorized use of agency property or equipment
2. Willful disregard of department rules
3. Use of abusive or threatening language toward supervisors, co-workers or other persons
4. Malicious mischief, horseplay, wrestling or other undesirable conduct

GROUP III OFFENSES

FIRST OFFENSE – Mandatory counseling sessions (determined by degree of offense)

SECOND OFFENSE – Termination

1. Being in possession of or drinking alcoholic beverages or controlled substances without a bona-fide prescription while on the job
2. Wanton or willful neglect in performance of assigned duties or in the care, use or custody of county property or equipment.
3. Abuse or deliberate destruction in any manner of county property or employees
4. Signing or altering other employees' time cards or unauthorized altering of own time card
5. Stealing or similar conduct including destroying, damaging or concealment of any property of the county or other employees
6. Fighting or attempting injury to any other persons.

Resolution

Number 22-0953

Adopted Date June 28, 2022

APPROVE EXTENSION OF THE AGREEMENT BETWEEN EASTER SEALS TRISTATE, LLC AND THE WORKFORCE DEVELOPMENT BOARD OF OHIO'S 12TH LOCAL WORKFORCE DEVELOPMENT AREA

WHEREAS, WIBBCW issued a Request for Proposals (RFP) in April 2022; and

WHEREAS, SUB-GRANTEE responded to the RFP; and

WHEREAS, at their meeting on June 10, 2022, the WIBBCW administrative entity governing boards approved an extension and award of funds to sub-grantee to serve out-of-school and in school youth under the Workforce Innovation and Opportunity Act of 2014; (WIOA 29 U.S.C. Sec. 3101, et. seq. Public Law 113-128); and

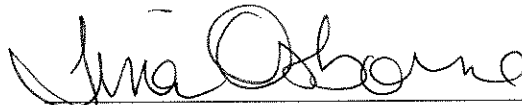
NOW THEREFORE BE IT RESOLVED that the Board of Warren County Commissioners, on behalf of the Area 12 Workforce Development Board, does hereby approve the extension which extends the contract with the said Provider through June 30, 2023, copy of said extension is attached hereto and made a part hereof.

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

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

Resolution adopted this 28th day of June 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a – Easter Seals LLC
Area 12 WIB (file)

AMENDMENT TO
AGREEMENT NO. 19-0925 _____ -OSY- ISY _____
(PROGRAM YEAR 2022 - 2023)

BETWEEN

THE WORKFORCE INVESTMENT BOARD
BUTLER, CLERMONT AND WARREN COUNTIES,

AND

EASTER SEALS TRISTATE LLC,

DUNS#	VK7ZTVZ8EE51
FEDERAL AWARD IDENTIFICATION / FAIN#	31-600058
FEDERAL AWARD DATE	July 1, 2022
TOTAL FEDERAL AWARD	\$1,266,239.00
FEDERAL AWARDDING AGENCY	USDOL
CFDA#	17.259
PASS THROUGH ENTITY	ODJFS
CONTRACT OFFICER	Rebecca Ehling

This Workforce Innovation and Opportunity Act Sub-Grant Agreement is fully supported by the Employment and Training Administration of the U.S. Department of Labor as part of an award totaling \$2,538,776. Pursuant to the Steven's Amendment 100% of the funds support this program are federal funds.

THIS AMEMDMENT TO SUB-GRANT AGREEMENT NO.19-0925-2 entered into the 10th day of June, 2022 by and between THE WORKFORCE INVESTMENT BOARD BUTLER, CLERMONT AND WARREN COUNTIES, hereinafter referred to as "WIBBCW", having its principal office at 406 Justice Dr. Suite 301 Lebanon, OH 45036 and EASTERSEALS TRISTATE LLC, (hereinafter "Provider"), having its principal office located at 2901 Gilbert Avenue, Cincinnati, Ohio 45206, hereinafter referred to as SUB-GRANTEE, existing under and by virtue of the laws of the State of Ohio as a not for profit corporation to begin on the date this Sub-grant Agreement is executed by the parties.

RECITALS

WHEREAS, WIBBCW issued a Request for Proposals (RFP) in April 2022; and,

WHEREAS, SUB-GRANTEE responded to the RFP; and

WHEREAS, at their meeting on June 10, 2022, the WIBBCW administrative entity governing boards approved an extension and award of funds to SUB-GRANTEE to serve out-of-school and in school youth under the Workforce Innovation and Opportunity Act of 2014; (WIOA 29 U.S.C. Sec. 3101, et. seq. Public Law 113-128); and,

WHEREAS, WIBBCW wishes to amend the existing Sub-Grant Agreement to extend the Agreement for serves to be provided to out-of-school youth and in school youth;

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

1. Compensation is amended by replacing the language in the current agreement with the underscored language below:

The maximum amount payable for this Agreement for the Program Year ending June 30th 2023 shall not exceed \$253,648 for in-school youth, and \$1,012,591 for out-of-school youth

2. Agreement Term is amended by replacing the language in the current agreement with the underscored language below:

The term of this amendment to the sub-grant agreement shall begin on July 1, 2022 and is extended through June 30, 2023, after which, it may also be extended for additional terms as provided in the RFP to which Sub-grantee responded at the option of the WIBBCW governing boards. All extensions are subject to performance as defined herein and the appropriation and availability of funds as described in the sub-grant Agreement.

3. All provisions of said Agreement, which are not in conflict with this Amendment, shall continue to be enforced in accordance with the terms and conditions therein.
4. Except as expressly stated in this Amendment, all other definitions, terms and conditions, provisions, paragraphs and exhibits of the Agreement shall remain in full force and effect and without change.
5. This Amendment and all its Exhibits/Attachments are made a part of said Agreement.
6. The effective date of this Amendment shall be the date on which it has been signed by all the Parties.

EXECUTION PAGE

IN WITNESS THEREOF, the parties hereto have made and executed this document on the respective dates under each signature: Easter Seals signing by and through its President/CEO following BOARD approval on the 10th day of June, 2022 and WIBBCW signing by and through its Executive Director following GOVERNING BOARDS' action on June 10, 2022.

AS TO WIBBCW:

ATTEST:

Becky Ehling

BY: Becky Ehling
(Signature)

TITLE: Exec. Director

DATE: 6-22-22

AS TO EASTER SEALS:

ATTEST:

Pamela Green

BY: Pam Green
(Signature)

TITLE: President and CEO

DATE: Jun 21, 2022

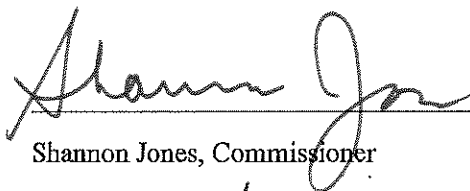
FISCAL AGENT EXECUTION

The Warren County Board of County Commissioners executes this agreement in its capacity as Fiscal Agent as agreed and memorialized in paragraph IV(a) of the Area 12 Intergovernmental Agreement between Butler, Warren, and Clinton counties. As Fiscal Agent, Warren County Board of County Commissioners is not responsible for performance of any aspect to this agreement nor bound by its terms.


Warren County Board of County Commissioners



David Young, Commissioner



Shannon Jones, Commissioner



Thomas Grossman, Commissioner

Approved as to form:



Warren County Prosecuting Attorney
Adam Nice, A.P.A.

Resolution

Number 22-0954

Adopted Date June 28, 2022

APPROVE THE MEMORANDUM OF UNDERSTANDING FOR THE OHIOTOWORK GRANT WITH SINCLAIR COMMUNITY COLLEGE, FISCAL AGENT FOR OHIOTOWORK GRANT AND THE AREA 12 WORKFORCE DEVELOPMENT BOARD

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

WHEREAS, Sinclair Community College is the Fiscal Agent for the OhioToWork Grant; and

WHEREAS, The purpose of this Memorandum of Understanding is to increase BCW/Workforce coaching capacity and to allow BCW/Workforce to further support the effectiveness of OhioToWork interventions such as new workforce tools/technology, business intelligence reports, and additional training funds by providing funding to BCW/Workforce for BCW/Workforce to serve jobseekers in the Butler, Clermont and Warren Counties; and

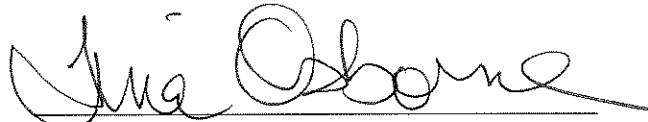
NOW THEREFORE, BE IT RESOLVED, that the Board of Warren County Commissioners, does hereby approve the MOU with Sinclair Community College and authorize the local workforce development area's Fiscal Agent's expenditure of OhioToWork funds to honor this MOU, in accordance with Office of Managements and Budgets (OMB) circulars, and corresponding federal regulations and state policies; copy of said MOU is attached hereto and made a part hereof.

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

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

Resolution adopted this 28th day of June 2022.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: c/a – Sinclair Community College
Area 12 WIB (file)

MEMORANDUM OF UNDERSTANDING

between

Sinclair Community College

And

Butler, Clermont, Warren Workforce Investment Board (BCWWIB)

This Memorandum of Understanding ("MOU") is entered into by and between Sinclair Community College ("Sinclair") and Butler, Clermont, Warren Workforce Investment Board (BCWWIB), the administrative entity for the Butler, Clermont and Warren Counties Workforce Investment Board and Butler, Clermont and Warren Counties Consortium, (collectively the "Organization").

The purpose of this Memorandum of Understanding is to increase Organization's coaching capacity and to allow Organization to further support the effectiveness of Ohio to Work interventions such as new workforce tools/technology, business intelligence reports, and additional training funds by providing funding to Organization for Organization to serve jobseekers in the Cincinnati and Dayton regions. The effective date will be as of the last date of execution of this agreement.

Key commitments and proposed outcome expectations are detailed below.

1. Funding

Organization understands that funding provided to it under this MOU will be paid by Sinclair from funding that Sinclair receives for this purpose from Jobs Ohio and agrees that in the event Sinclair does not receive any or all of the funding from Jobs Ohio Sinclair will not be obligated to pay Organization.

Additional funding beyond that set forth below may be made available if initiative goals are surpassed, and further funding can accelerate momentum, as described in the performance-based bonuses section below.

Base funding of up to ninety thousand Dollars (\$90,000) per year will be available to Organization. The total amount of funding provided will be outcomes-based.

Sinclair will pay eighteen thousand Dollars (\$18,000) to Organization within four weeks of the full execution of this MOU.

Sinclair will pay up to eighteen thousand Dollars (\$18,000) to Organization based upon invoices submitted by Organization, which are acceptable to Sinclair. Invoice deadlines are:

March 31, 2022 | May 31, 2022 | July 31, 2022 | September 30, 2022

Organization will use the funding it receives from Sinclair for the following purposes:

- Identification and participation of up to 1-2 consultants/coaches
- Continued support for additional coaching capacity
- Funding can be flexibly allocated to best enable Organization to deliver agreed-upon outcomes (e.g., to support multiple consultants part-time, for surge support)

Sinclair and Organization will communicate regularly regarding Organization's intended use of funding and its anticipated invoices.

Performance-Based Bonuses:

In addition to the base contract amount outlined in the disbursement schedule above, Ohio to Work includes the potential for the Organization to earn up to an additional \$65,000 in performance-based incentives on the following schedule:

First Invoice March 31, 2022:	Up to \$16,250
Second Invoice May 31, 2022:	Up to \$16,250
Third Invoice July 31, 2022:	Up to \$16,250
Fourth Invoice September 30, 2022:	Up to \$16,250

Performance-based incentives will be granted solely to the extent Organization's performance meets or exceeds outcomes for each billing period, at the discretion of Sinclair, after reviewing results from the billing period.

INVOICES ARE TO BE SENT TO: accounts.payable@sinclair.edu with Blanket PO # listed on invoice. Invoices will be paid promptly upon receipt.

2. Guidelines and Goals

Organization's use of the Funding will be guided by the following guidelines and goals:

- Maximize value for Ohio's workers — not for any one of the individual organizations participating in the Ohio to Work program

- Amplify the work of other organizations—supplement and enhance existing relationships and resources, with the goal of amplifying impact and promoting a trust-based relationship
- Prioritize speed to impact — launch rapidly and lean on other organizations to provide real-time feedback on tools and processes to promote a "test and learn" approach
- Embrace agility — expect our plans to evolve as we learn what works (e.g., anticipate that we will trial multiple tech tools/enablers within the scope of this program)
- Participate fully in the effort — provide timely feedback and responses, attend meetings/working sessions, proactively raise issues/concerns, and maintain clear points of contact and accountability

3. Coach commitments

- A minimum of 1- 2 Ohio to Work "fellows" will be assigned as dedicated points of contact for the Ohio to Work initiative, chosen from among Organization's experienced coaches
- Delivery of Ohio to Work services:
 - o Fellows will continue to serve displaced workers (i.e., remaining on existing grant programs/keeping existing caseload, but integrating Ohio to Work tools/services into services provided to clients if appropriate)
 - o As appropriate, fellows should prioritize engagement with workers who come through Ohio to Work marketing channels or request Ohio to Work services
- Time commitment:
 - o There will be existing, regular meetings with the fellows, as well as training sessions on new tools, feedback sessions around events and activities, etc.
 - o Every week will look different, but approximately 5-10% of each of the fellow's time would be spent engaging with the Ohio to Work team
- Engagement with Ohio to Work team to include:
 - o Regular feedback from coaches on tools/technology and other Ohio to Work services/features

- o Support accessing "voice of jobseeker" (e.g., surveying clients, identifying, writing and submitting success stories/moments, recommending clients to be interviewed)
- o Active engagement from coaches in coaching fellows' professional development: sharing best practices and challenges, learning about our in-demand sectors and showcased employers, etc.

4. Expected Organization leadership activities and commitments

- Overall :
 - o Organization's leadership will provide project support as needed.
 - o Sharing of reach and impact metrics —reporting agreed-upon impact metrics for client services on the determined cadence (some biweekly, some monthly)
- Marketing:
 - o Organization's identified Outreach and Data contacts to share baseline data and complete monthly tracking reports with data points such as number of social media posts, email click rates and dates posted/sent
 - o Work with JobsOhio, Sinclair, and outsourced marketing firm (such as Fahlgren Mortine) to expand marketing tactics and activate outreach strategies with existing and new community networks.
 - o Organization will be named as public partner and provide rights to JobsOhio for logo and name utilization
 - o Communications to Organization's clients, retained clients, and potential clients by pushing rotated messaging from provided toolkit about services to clients by agreed upon dates (e.g., via email blasts, newsletters, social media, website feature)
 - o Promotion of Ohio to Work events and opportunities (e.g., advertise career fairs to clients, promotion of Ohio to Work-supported training opportunities to high-potential candidates)
- Assessment:
 - o Consider use of assessment tools in the coaching process, and if decision is made to proceed, monitor assessment portal to ensure recommended clients are logging in and completing assessment, and to ensure follow up with clients who have completed to encourage them to discuss the results and discover new pathways

- Coaching
 - Support for the activities of the Ohio to Work fellows to ensure their ability to fulfill agreed-upon commitments

- Connections to employers / redeployment
 - Utilization of business intelligence to monitor opportunities, including proactive outreach to current and potential new clients who could be good fits for roles shared in Ohio to Work business intelligence reports/calls

 - Promotion of Ohio to Work activities to existing and new clients, coaching of clients on best practices for attending job recruitment events, follow-up with clients on connections made with employers, and additional support to help clients follow up with employers after events

 - Driving the identification and preparation of jobseekers for interviewing and hiring events with Ohio to Work employers

 - Responsiveness to direct introductions with employers and their desire to work with Organization to build talent pipelines and identify candidates

- Training / reskilling
 - Discussion with clients of in-demand occupations supported by Ohio to Work, and identification of clients that align with relevant training programs/providers — encouraging clients to apply for, enroll in, and complete appropriate training

 - Support in creating individualized financial plans for clients, through collaboration with training providers, that identify eligible programs to offset the cost of the training for that client and to identify any gaps remaining that Ohio to Work would help fund — in order to ensure effective integration of Ohio to Work funds

- Employment / interface with Ohio to Work employers
 - Collaboration with Ohio to Work partners on employer engagement (e.g., requesting feedback from employers on Ohio to Work candidates)

 - Assistance with identifying, capturing,, and telling success stories of clients who have been supported, trained, and/or placed

- o Support for clients on preparation for interviews, acceptance of position, and follow-ups on first day/first week/frequently thereafter to continue encouraging client and to get feedback on their experiences

5. **Expected results/outcomes** (collective results of all service provider organizations, aggregated goals for calendar year 2022):

- Serve: 19,000 displaced workers (includes job seekers receiving coaching services by all Ohio to Work partners, job seekers taking Ohio to Work assessment and connections via career fair and other event attendance)
- Reskill: 1250 displaced workers into training opportunities in identified in-demand fields and with partner providers
- Placement / Received Offers: 4000 job seekers (includes, but is not limited to, individuals from coaching, reskilling programs, committed employers, career fairs, employment referrals, internships and or apprenticeships)
- Impact Tracking: process adherence including the reporting of all agreed-upon metrics on the determined timing/cadence
- Success Stories: Identification of clients that have been positively impacted by Ohio to Work, sharing the components of those successes with the Ohio to Work team, and encouragement of those clients to share their story in various public ways to inspire and inform others. Minimum three (3) successes identified and shared per month
- Attendance/Engagement: appropriate parties in attendance at the regular meetings and events. Participation in opportunities to engage with employers, other community stakeholders, and outreach mechanisms

6. Reassessment

This MOU may be reassessed if concerns arise about Organization's performance or adherence to this MOU. Reasons for reassessment may include Organization failing to adhere to Guidelines and Goals outlined above or otherwise failing to achieve the standards set forth in the scope of work.

Actions to be taken in connection with reassessment may include but are not limited to:

- Informal conversation to resolve challenges amicably, reflect on lessons learned, and update target activities/outcomes going forward

- Formal conversation (e.g., providing notice/a performance improvement period to address concerns)
 - Further formal action, including termination of MOU
7. This agreement is subordinate to the JOBSOHIO SERVICE AGREEMENT executed with Sinclair Community College and will terminate in accordance with any termination of the JOBS OHIO SERVICE AGREEMENT effective September 1, 2021 between JOBSOHIO and Sinclair Community College.
8. Neither party to this Agreement shall be liable for the other party. Each party agrees to be liable for the acts and omissions of their respective officers, employees, and agents engaged in the scope of their employment arising under this Agreement.

SINCLAIR COMMUNITY
COLLEGE


Signed: 

Name: PAUL MURPHY

Title: Director of Business Services

Date: January 24, 2022

Butler, Clermont, Warren Counties
Workforce Investment Board

Signed: 

Name: Becky Ehling


Title: Executive Director (Interim)

Date: May 2, 2022

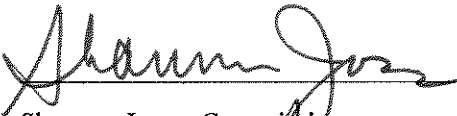
FISCAL AGENT EXECUTION

The Warren County Board of County Commissioners executes this agreement in its capacity as Fiscal Agent as agreed and memorialized in paragraph IV(a) of the Area 12 Intergovernmental Agreement between Butler, Warren, and Clinton counties. As Fiscal Agent, Warren County Board of County Commissioners is not responsible for performance of any aspect to this agreement nor bound by its terms.

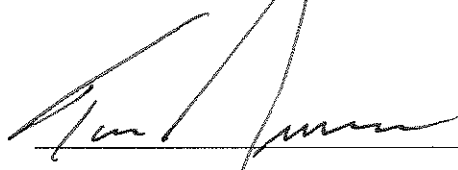
Warren County Board of County Commissioners



David Young, Commissioner



Shannon Jones, Commissioner



Thomas Grossman, Commissioner

Approved as to form:



Warren County Prosecuting Attorney

Adam Nice, A.P.A.

Resolution

Number 22-0955

Adopted Date June 28, 2022

APPROVE AND AUTHORIZE OHIOMEANSJOBS/BUTLER-CLERMONT-WARREN EXTENSION OF MEMORANDUM OF UNDERSTANDING AND AMENDMENT

WHEREAS, a memorandum of understanding (MOU) was adopted April 12, 2021, with Resolution #21-04-00507, made and entered into by the Butler County Board of Commissioners through and on behalf of the Butler County Department of Job and Family Services (hereinafter referred to as "Butler County DJFS"), 315 High Street, 9th Floor, Hamilton, Ohio 45011, Clermont County Department of Job and Family Services, 2400 Clermont Center Drive, Batavia, Ohio 45103 (hereinafter referred to as "Clermont County DJFS") and Warren County Board of Commissioners on behalf of OhioMeansJobs Warren County, 406 Justice Dr. Lebanon, OH 45036 (hereinafter referred to as "OMJ Warren County"), (collectively, the consortium) effective April 13, 2021 through June 30, 2022; and

WHEREAS, the consortium of OhioMeansJobs Butler-Clermont-Warren was awarded a contract with the Workforce Investment Board of Butler-Clermont-Warren (WIBBCW) to provide the OhioMeansJobs (OMJ) Center Operator; and

WHEREAS, the WIBBCW wishes to extend the Operator MOU for an additional year through June 30, 2023; and

WHEREAS, the WIBBCW wishes to amend the Operator MOU to include a review of the duties of the one-stop Operator by all of the representative of the consortium within 30 days of the extension.

NOW, THEREFORE, BE IT RESOLVED, that the Memorandum of Understanding among the consortium shall be extended through June 30, 2023 and that the review of Operator's duties shall take place as described.

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

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

Resolution adopted this 28th day of June 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—Butler County
c/a—Clermont County

OhioMeansJobs (file)
Workforce Investment Board (file)

AMENDMENT ONE

WHEREAS, A MEMORANDUM OF UNDERSTANDING (MOU) was adopted April 12, 2021, with Resolution #21-04-00507, made and entered into by the Butler County Board of Commissioners through and on behalf of the Butler County Department of Job and Family Services (hereinafter referred to as “Butler County DJFS”), 315 High Street, 9th Floor, Hamilton, Ohio 45011, Clermont County Department of Job and Family Services, 2400 Clermont Center Drive, Batavia, Ohio 45103 (hereinafter referred to as “Clermont County DJFS”) and Warren County Board of Commissioners on behalf of OhioMeansJobs Warren County, 406 Justice Dr. Lebanon, OH 45036 (hereinafter referred to as “OMJ Warren County”), (collectively, the consortium) effective April 13, 2021 through June 30, 2022; and

WHEREAS, the consortium of OhioMeansJobs Butler | Clermont | Warren was awarded a contract with the Workforce Investment Board of Butler | Clermont | Warren (WIBBCW) to provide the OhioMeansJobs (OMJ) Center Operator; and

WHEREAS, the WIBBCW wishes to extend the Operator MOU for an additional year through June 30, 2023; and

WHEREAS, the WIBBCW wishes to amend the Operator MOU to include a review of the duties of the one-stop Operator by all of the representative of the consortium within 30 days of the extension.

NOW, THEREFORE, BE IT RESOLVED, that the Memorandum of Understanding among the consortium shall be extended through June 30, 2023 and that the review of Operator’s duties shall take place as described.

All other portions of the MOU shall stand as originally written.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Understanding on the dates as indicated below.

BUTLER COUNTY BOARD OF COMMISSIONERS:

President

Date

Vice President

Date

Member

Date

Approved As To Form Only:

Dan Ferguson

**Assistant Prosecuting Attorney
Butler County Prosecutor's Office**

Date

IN WITNESS WHEREOF, the parties have executed this Memorandum of Understanding on the dates as indicated below.

CLERMONT COUNTY

Claire B. Corcoran **Date**
Board of Clermont County Commissioners

David L. Painter **Date**
Board of Clermont County Commissioners

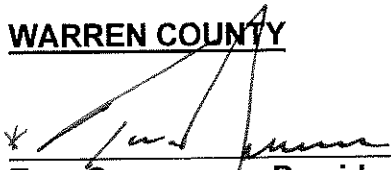
Bonnie J. Batchler **Date**
Board of Clermont County Commissioners

Approved As To Form Only:


Joseph T. Mooney **Date**
Assistant Prosecuting Attorney
Clermont County Prosecutor's Office

IN WITNESS WHEREOF, the parties have executed this Memorandum of Understanding on _____
the dates as indicated below.

WARREN COUNTY

*  6/28/22
Tom Grossmann, President Date
Warren County Board of Commissioners

Approved As To Form Only:

 6/23/22
~~Keith Anderson~~ Adam Nice Date
Assistant Prosecuting Attorney
Warren County Prosecutor's Office

Resolution

Number 22-0956

Adopted Date June 28, 2022

ENTER INTO A TEMPORARY ENTRANCE AND WORK AGREEMENT WITH SHADOWCREEK FARM, LLC FOR THE BRIDGE REPLACEMENT PROJECT ON MIDDLEBORO ROAD

WHEREAS, in order to improve the safety of Middleboro Road a bridge replacement project is to be completed and in order to perform the work it is necessary to enter onto the property, parcel #18-05-300-011 located at 7080 Middleboro Road, Blanchester, OH 45107 which is owned by Shadowcreek Farm, LLC, grantor; and

WHEREAS, in order to complete this work; Grantee requests permission from Grantor to enter onto the said real estate for the purpose of completing the following items of work; and

1. Remove any tree, and/or brush as necessary for construction of the project.
2. Trim any tree, and/or brush as necessary for construction of the project.
3. Construct new bridge with rock channel protection.
4. Complete final grading of embankment and stream outside of the existing right-of-way.
5. Seed and straw any disturbed area upon completion of the project.

WHEREAS, in order to accomplish the foregoing, it is necessary to enter into a temporary entrance and work agreement with the property owner; and

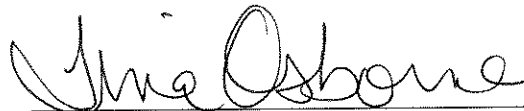
NOW THEREFORE BE IT RESOLVED, to enter into a Temporary Entrance and Work Agreement with Shadowcreek Farm, LLC, for the Middleboro Road bridge replacement project, a copy of which is attached hereto and made a part hereof, for the sum of \$1.00 as consideration thereof.

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

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

Resolution adopted this 28th day of June 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—Shadowcreek Farm, LLC
Engineer (file)

TEMPORARY ENTRANCE AND WORK AGREEMENT

ARTICLES OF AGREEMENT

This agreement is entered into on the date stated below by Shadowcreek Farm, LLC, an Ohio Limited Liability Company, whose tax mailing address is 9502 Stone Drive, Cincinnati, Ohio 45241 (hereinafter the "Grantor"), and the Warren County Board of County Commissioners, whose mailing address is 406 Justice Drive, Lebanon, Ohio 45036 (hereinafter the "Grantee").

Witnesseth:

In order to improve the public safety and better serve the needs of the traveling public a bridge replacement project on Middleboro Road over Lick Run is to be completed. In order to perform the work it is necessary to enter onto property, which is owned by Grantor. The subject real estate is located at 7080 Middleboro Road, Blanchester, Ohio 45107, identified as Parcel #18-05-300-011. Grantee requests permission from Grantor to enter onto the said real estate for the purpose of completing the following items of work:

1. Remove any tree, and/or brush as necessary for construction of the project.
2. Trim any tree, and/or brush as necessary for construction of the project.
3. Construct new bridge with rock channel protection.
4. Complete final grading of embankment and stream outside of the existing right-of-way.
5. Seed and straw any disturbed area upon completion of the project.

Upon completion of the above mentioned items of work, the Grantee agrees to restore any disturbed property, with the exception of any trees, tree limbs and brush that are removed, to its original condition, but not better than any pre-existing condition.

Now, therefore, in consideration of One Dollar (\$1.00), the receipt and sufficiency of which are hereby stipulated, Grantor does hereby grant a *license* to Grantee, its agents and employees, to enter onto the aforesaid real estate to complete the aforementioned items of work.

This Temporary Entrance and Work Agreement shall bind and inure to the benefit of each party hereto and their respective heirs, successors and assigns and shall terminate upon the completion of the Middleboro Road Bridge #45-0.16 Replacement Project or until December 31, 2022, whichever comes first.

[the remainder of this page is blank]

IN EXECUTION WHEREOF, ARDEN THOMANN
OWNER (name, title) Shadowcreek Farm, LLC., an Ohio
corporation for profit, pursuant to the authority granted to ___ by the partnership to execute this
Agreement on behalf the Grantor herein, has hereunto set ___ hands on the date stated below.

Grantor:

Shadowcreek Farm, LLC

Name: ARDEN THOMANN

Title: OWNER

Sign: [Signature]

Date: 6-2-22

STATE OF OHIO, COUNTY OF WARREN, ss.

BE IT REMEMBERED, that on this 2 day of JUNE, 2022 before me,
the subscriber, a Notary Public in and for said state, personally came ARDEN THOMANN
OWNER (name, title) for Shadowcreek Farm, LLC, an Ohio Limited
Liability Company, being the Grantor in the foregoing Agreement, and pursuant to the authority
granted to ___ by the partnership and while acting in ___ official capacity on behalf of Grantor,
___ did acknowledge the signing thereof to be ___ voluntary act and deed. In compliance with
R.C. 147.542 (D)(1), no oath was administered to the signer by this notary in regard to the
notarial act.



DARLEEN MCALLISTER
Notary Public, State of Ohio
My Commission Expires
November 9, 2026
COMMISSION: 2021-RE-840090

Notary Public: [Signature]
My commission expires: Nov. 9th 2026

[the remainder of this page is blank]

IN EXECUTION WHEREOF, the Warren County Board of County Commissioners, the Grantee herein, have caused this agreement to be executed by Tom Grossmann, its President on the date stated below, pursuant to Resolution Number 22-0954, dated 6/28/22

Grantee:
Signature: [Signature]
Printed Name: Tom Grossmann
Title: President
Date: 6/28/22

STATE OF OHIO, WARREN COUNTY, ss.

BE IT REMEMBERED, that on this 28 day of June, 2022 before me, the subscriber, a Notary Public in and for said state, personally came a certain individual known or proven to me to be Tom Grossmann, President of the Warren County Board of County Commissioners, being the Grantee in the foregoing Agreement, and acknowledged the signing thereof to be his voluntary act and deed, and pursuant to the Resolution authorizing him to act. In compliance with R.C. 147.542 (D)(1), no oath was administered to the signer by this notary in regard to the notarial act.



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

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

Prepared

DAVID P. FORNSHELL,
PROSECUTING ATTORNEY
WARREN COUNTY, OHIO

By: [Signature]
Adam Nice, Assistant Prosecutor
520 Justice Drive
Lebanon, OH 45036
Ph. (513) 695-1399
Fx. (513) 695-2962
Email: Adam.Nice@warrencountyprosecutor.com

Resolution

Number 22-0957

Adopted Date June 28, 2022

ENTER INTO AN EXCLUSIVE AND PERMANENT STANDARD PUBLIC HIGHWAY EASEMENT WITH AMERICAN TOWER ASSET SUB II, LLC FOR THE BUTLER WARREN ROAD WIDENING PROJECT FROM BETHANY ROAD TO PRINCETON ROAD

WHEREAS, in order to improve the safety of Butler Warren Road, a widening project is to be completed and in order to perform the work it is necessary to enter onto the property, parcel #11-02-300-002 which is owned by American Tower Asset Sub II, LLC, grantor; and

WHEREAS, in order to accomplish the foregoing, it is necessary to obtain an exclusive and permanent standard public highway easement from the property owner; and

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

Exclusive and Permanent Standard Public Highway Easement –Exhibit “A” – 0.2029 acres

WHEREAS, the negotiated price for the exclusive and permanent standard public highway easement is \$16,730.00

NOW THEREFORE BE IT RESOLVED, to enter into an exclusive and permanent standard public highway easement, a copy of which is attached hereto and made a part hereof, with American Tower Asset Sub II, LLC, for Butler Warren Road widening Project from Bethany Road to Princeton Road for the sum of \$16,730.00

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

Mr. Grossmann – yea

Mr. Young - yea

Mrs. Jones – yea

Resolution adopted this 28th day of June 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—American Tower Asset Sub II, LLC
Engineer (file)
Easement file
Recorder (certified)

**EASEMENT AGREEMENT IN THE NAME OF AND FOR THE USE OF
THE WARREN COUNTY BOARD OF COUNTY COMMISSIONERS
P.I.N. #11-02-300-002 (Pt.)**

ARTICLES OF AGREEMENT

This Easement Agreement is entered into as of the date stated below by and between American Tower Asset Sub II, LLC, a Delaware limited liability company, whose mailing address is 10 Presidential Way, Woburn, MA 01801 (the "**Grantor**"), and the Warren County Board of County Commissioners, a political subdivision in the State of Ohio, whose mailing address is 406 Justice Drive, Lebanon, Ohio 45036 (the "**Grantee**"). Grantor and Grantee sometimes referred to herein, collectively, as the "**Parties**", and, individually as a "**Party**".

The Parties agree that the purpose of this Agreement is to grant Grantee a necessary exclusive and permanent standard public highway easement for the public roads project commonly known as the "Butler-Warren Road Widening from Bethany Road to Princeton Road Project," which roads are public roadways open to the public without charge.

The Grantor, for and in consideration of the sum of Sixteen Thousand Seven Hundred Thirty Dollars (\$16,730.00) and other considerations to it paid by the Grantee, the receipt and sufficiency of which are hereby stipulated, does hereby grant, bargain, sell, convey and release to the Grantee, including only its county or municipal successors and assigns, an exclusive and permanent standard public highway easement for the purpose of constructing and maintaining public roadways, sidewalks, grading, drainage and utilities (the "**Public Uses**"), in, on, over and under the lands situated in Section 2, Town 3, Range 3, Deerfield Township, Warren County, State of Ohio, as legally described on the attached **Exhibit A** and as depicted on the attached **Exhibit B** (Exhibit A and Exhibit B, collectively, the "**Easement Premises**"), provided that:

(i) Grantor and its lessees and licensees, including their successors and assigns, shall continue to have the right to place, locate, operate, use, maintain, repair, inspect, relocate, remove and replace present and future utilities, including but not limited to electric, fiber, telephone, telecommunications, and data transmission lines, wires, cables, conduits and the like, within the Easement Premises at any and all times, and that access over the Easement Premises be allowed for same; and

(ii) Grantor and its lessees and licensees, including their successors and assigns, shall continue to have unrestricted access, 24 hours a day, 7 days a week, to and from the communications site located on the parent parcel (Parcel No. 11-02-300-002-0) from the public right of way commonly known as Butler-Warren Road via the existing private drive/driveway (the "**Private Drive**"), over which Grantor has retained all such rights of access, including but not limited to the right to use, repair, inspect, improve, replace and remove same, at any and all times. Notwithstanding the foregoing, Grantor and its lessees and licensees shall not unreasonably interfere with Grantee's Public Use as permitted herein. Grantor and Grantee mutually acknowledge that each may not block or interfere with each other's access rights as permitted herein.

Grantee agrees to immediately repair and restore any damage to Grantor's Private Drive or otherwise to Grantor's real or personal property that results from Grantee's activities on or under the Easement Premises pursuant to Grantee's rights hereunder, and any such damaged property shall be repaired and restored by Grantee to, at a minimum, the condition it was in immediately prior to any such activities.

The Parties agree that Grantee shall relocate an approximately five (5) foot section of utilities currently servicing said communications site, so as to relocate such utilities from an existing public utilities pole to a new public utilities pole within the Easement Premises, and that such relocation shall be performed at Grantee's sole cost and expense, and so as to allow for full, complete, continuous and uninterrupted utility services to/for said communications site at all times. Grantee agrees that all present utilities within the Easement Premises shall remain undisturbed, excepting only said relocation.

This Easement Agreement shall run with the land, and shall bind and inure to the benefit of Grantor, including its successors and assigns, and Grantee, including only its municipal and county successor and assigns.

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

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

[Signatures Appear on Next Pages]

GRANTOR

IN EXECUTION WHEREOF, American Tower Asset Sub II, LLC, a Delaware limited liability company, has caused this instrument to be executed by its Senior Counsel, acting in his/her authorized capacity to legally bind the company pursuant to its operating agreement or a resolution authorizing such act.

AMERICAN TOWER ASSET SUB II, LLC

SIGNATURE: Jennifer Bernazani-Ludlum
PRINTED NAME: Jennifer Bernazani-Ludlum
TITLE: Senior Counsel
DATE: 5/9/22

ACKNOWLEDGMENT

STATE OR COMMONWEALTH OF Massachusetts,
COUNTY OF Middlesex, ss.

On this 9 day of May, 2022, before me, the undersigned Notary Public, personally appeared Jennifer Bernazani-Ludlum, Senior Counsel, American Tower Asset Sub II, LLC, who proved to me on the basis of satisfactory evidence, to be the person(s), whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity (ies), and that by his/her/their signature(s) on this instrument, the person(s) or the entity upon which the person(s) acted, executed this instrument.

WITNESS my hand and official seal.
[Signature]

Notary Public
Print Name: SMH Kmiecik
My commission expires: 12/23/2024

[Signatures Continue on Next Page]

GRANTEE

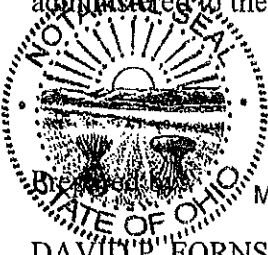
IN EXECUTION WHEREOF, the Warren County Board of County Commissioners, the Grantee herein, has caused this instrument to be executed by Tom Grossmann, whose title is President or Vice-President, on the date stated below, pursuant to Resolution No. 22-0957, dated 6/28/22

WARREN COUNTY BOARD OF COUNTY COMMISSIONERS

SIGNATURE: [Signature]
PRINTED NAME: Tom Grossmann
TITLE: President
DATE: 6/28/22

STATE OF OHIO, COUNTY OF WARREN, ss.

BE IT REMEMBERED, on this 28 day of June, 2022 before me, the subscriber, a Notary Public in and for said state, personally came an individual known or proven to me to be Tom Grossmann whose title is President or Vice-President of the Warren County Board of County Commissioners, the Grantee in the foregoing Agreement, and pursuant to the Resolution authorizing such act, did acknowledge the signing thereof to be his or her voluntary act and deed. In compliance with R.C. 147.542 (D)(1), no oath was administered to the signer by this notary in regard to the notarial act.



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

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

DAVID P. FORNSHELL,
PROSECUTING ATTORNEY
WARREN COUNTY, OHIO

By: [Signature]
~~Bruce A. McGary~~, Assistant Prosecutor
500 Justice Drive Adam M. Nice
Lebanon, OH 45036
Ph. (513) 695-1384
Fx. (513) 695-2962
Email: bruce.mcgary@warrencountyprosecutor.com

LEGAL DESCRIPTION

STANARD HIGHWAY EASEMENT

EXHIBIT "A"

Situated in Section 2, Town 3, Range 3, Deerfield Township, Warren County, Ohio and being part of a 1.0000 acre tract conveyed to American Tower Asset Sub II, LLC as recorded in Document Number 2018-010547 of the Official Deed Records of Warren County, Ohio and being more particularly described as follows and as shown on Exhibit B, attached:

Commencing from a railroad spike found in Butler-Warren Road on the west line of said Section 2 located at the southwest corner of said 1.000 acre tract and as shown upon Survey Record Vol. 114, Page 9 of the Official Survey Records of Warren County, Ohio, said railroad spike also being the **TRUE POINT OF BEGINNING** of the standard highway easement herein described:

Thence along the west line of Section 2 and generally following the centerline of Butler-Warren Road N 05°54'39" E a distance of 170.00 feet to a railroad spike found located at the northwest corner of said 1.0000 acre tract;

Thence leaving the west line of Section 2 and long the north line of said 1.0000 acre tract S 84°32'58" E 52.00 feet to a point located at a corner of the east Right-of-Way of Butler-Warren Road, passing a corner of the existing Right-of-Way line of Butler-Warren Road at 30.00 feet;

Thence leaving said north line and running parallel to the west line of Section 2 S 05°54'39" W a distance of 170.00 feet to an iron pin found, said pin being located at the intersection of the south line of said 1.0000 acre tract with a corner of the east Right-of-Way line of Butler-Warren Road;

Thence along said south line N 84°32'58" W 52.00 feet, passing a corner of the east Right-of-Way line of Butler-Warren Road at 22.00 feet and returning to the **POINT OF BEGINNING** containing 0.2029 acres of land more or less.

Gross	=	0.2029 Acres of land
P.R.O.	=	0.1171 Acres of land
Net	=	0.0858 Acres of land

This description is based on a survey made by JWCI, Jones Warner Consultants, Inc. in August of 2019 and prepared on January 11th, 2021 by JWCI, Jones Warner Consultants, Inc., Samuel J. Lewis, P.S. Number 8471

Project # WAR-CR 2-06.40

EXHIBIT "B"



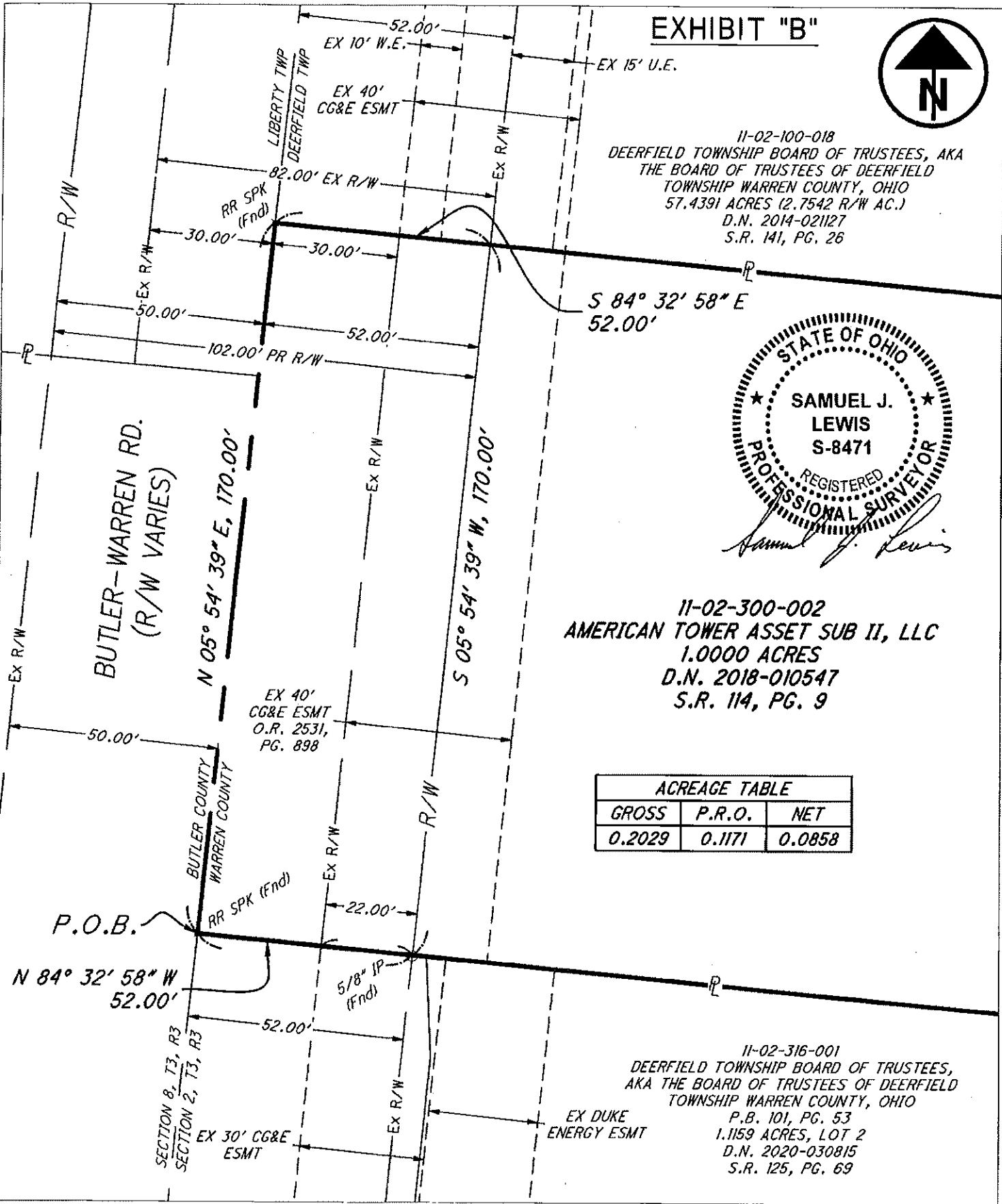
11-02-100-018
 DEERFIELD TOWNSHIP BOARD OF TRUSTEES, AKA
 THE BOARD OF TRUSTEES OF DEERFIELD
 TOWNSHIP WARREN COUNTY, OHIO
 57.4391 ACRES (2.7542 R/W AC.)
 D.N. 2014-021127
 S.R. 141, PG. 26



11-02-300-002
 AMERICAN TOWER ASSET SUB II, LLC
 1.0000 ACRES
 D.N. 2018-010547
 S.R. 114, PG. 9

ACREAGE TABLE		
GROSS	P.R.O.	NET
0.2029	0.1171	0.0858

11-02-316-001
 DEERFIELD TOWNSHIP BOARD OF TRUSTEES,
 AKA THE BOARD OF TRUSTEES OF DEERFIELD
 TOWNSHIP WARREN COUNTY, OHIO
 P.B. 101, PG. 53
 1.1159 ACRES, LOT 2
 D.N. 2020-030815
 S.R. 125, PG. 69



PROPOSED STANDARD HIGHWAY EASEMENT FOR
 WARREN COUNTY BOARD OF COUNTY COMMISSIONERS, WARREN COUNTY, OHIO

SCALE:
 1"=30'

JONES WARNER CONSULTANTS, INC.
 CONSULTING ENGINEERS
 8401 CLAUDE THOMAS RD., SUITE 51
 FRANKLIN, OHIO 45005
 PH: (855) 704-5924 FAX: (937) 704-9949
 EMAIL: JWC@joneswarner.com
 VISIT US AT: www.joneswarner.com

PID: 11-02-300-002
 AMERICAN TOWER ASSET SUB II, LLC

DATE:
 1/11/2021

CONSENT AND SUBORDINATION OF GRANTOR'S LIENHOLDER

U.S. Bank National Association, as Trustee, successor in interest to Bank of America, N.A., successor by merger to LaSalle Bank National Association, as Trustee, for American Tower Trust I, Secured Tower Revenue Securities, successor in interest to American Tower Depositor Sub, LLC, acting by and through its Servicer and Attorney-in-Fact, Midland Loan Services, a division of PNC Bank, National Association, whose address is 10851 Mastin, Suite 300, Overland Park, KS 66210, Attn: President, for valuable consideration paid, the receipt and sufficiency of which are hereby stipulated, consents to the foregoing Easement Agreement (“Easement”) in the Name of and for the Use and Benefit of the Warren County Board of County Commissioners (“Grantee”) and hereby subordinates the lien of the mortgage from American Tower Asset Sub II, LLC, a Delaware limited liability company, whose address for notice is 100 Presidential Way, Woburn, MA 01801 (“Grantor”), by virtue of the First Amendment to Mortgage, Fixture Filing and Assignment of Leases and Rents, recorded as Document # 2018-027362 on 9/24/2018 in the office of the Warren County, Ohio Recorder’s Office, which is a lien upon the real estate described on the attached Exhibit “A” and as illustrated on Exhibit “B”, to the provisions of said Easement, in the same manner and with the same effect as though the foregoing Easement had been granted and recorded prior to filing of record of the said mortgage, but without otherwise affecting the lien or priority of the said mortgage. Except as expressly subordinated hereby, the mortgage and the liens evidenced and created thereby shall remain in full force and effect. This consent to Easement and subordination of the lien of the mortgage is being given solely as an accommodation to the Grantor as a direct result of a technical requirement by the Grantee and for no other reason. This consent shall not be (or be relied upon by any person as) a consent by, or waiver of any right of, the Servicer under or pursuant to any related transaction documentation.

[Signature Appears on Following Page]

U.S. BANK NATIONAL ASSOCIATION, as Trustee
successor in interest to Bank of America, N.A.,
successor by merger to LaSalle Bank, National
Association, as Trustee, for American Tower
Trust, I, Secured Tower Revenue Securities

MIDLAND LOAN SERVICES,
a division of PNC Bank, National Association, a
Servicer and Attorney-in-Fact

SIGNATURE: David Bornheimer
PRINTED NAME: _____
TITLE: David Bornheimer
DATE: _____ Senior Vice President
Servicing Officer

STATE OF KANSAS, COUNTY OF JOHNSON, ss.

On this 21 day of March, 2022, before me, the undersigned, a Notary Public in and for said State, personally appeared David Bornheimer, to me personally known or proved his/her identity, who, being by me duly sworn, did say that his/her title is SR. V.P. of Midland Loan Services, a division of PNC Bank, National Association, acting as the Servicer and Attorney-in-Fact for U.S. Bank National Association, as Trustee, successor in interest to Bank of America, N.A., successor by merger to LaSalle Bank National Association, as Trustee, for American Tower Trust I, Secured Tower Revenue Securities; that said instrument was signed and sealed on behalf of Midland Loan Services, a division of PNC Bank, National Association, and that the execution of said instrument to be the voluntary act and deed of said Midland Loan Services, a division of PNC Bank, National Association, acting in the aforesaid capacity, by it and by him/her voluntarily executed.

John C. Atkins

Notary Public
My Commission expires: _____



CONSENT AND SUBORDINATION OF GRANTOR'S LIENHOLDER

U.S. Bank National Association, as Trustee, successor in interest to Bank of America, N.A., successor by merger to LaSalle Bank National Association, as Trustee, for American Tower Trust I, Secured Tower Revenue Securities, successor in interest to American Tower Depositor Sub, LLC, acting by and through its Servicer and Attorney-in-Fact, Midland Loan Services, a division of PNC Bank, National Association, whose address is 10851 Mastin, Suite 300, Overland Park, KS 66210, Attn: President, for valuable consideration paid, the receipt and sufficiency of which are hereby stipulated, consents to the foregoing Easement Agreement (“Easement”) in the Name of and for the Use and Benefit of the Warren County Board of County Commissioners (“Grantee”) and hereby subordinates the lien of the mortgage from American Tower Asset Sub II, LLC, a Delaware limited liability company, whose address for notice is 100 Presidential Way, Woburn, MA 01801 (“Grantor”), by virtue of the First Amendment to Mortgage, Fixture Filing and Assignment of Leases and Rents, recorded as Document # 2018-027362 on 9/24/2018 in the office of the Warren County, Ohio Recorder’s Office, which is a lien upon the real estate described on the attached Exhibit “A” and as illustrated on Exhibit “B”, to the provisions of said Easement, in the same manner and with the same effect as though the foregoing Easement had been granted and recorded prior to filing of record of the said mortgage, but without otherwise affecting the lien or priority of the said mortgage. Except as expressly subordinated hereby, the mortgage and the liens evidenced and created thereby shall remain in full force and effect. This consent to Easement and subordination of the lien of the mortgage is being given solely as an accommodation to the Grantor as a direct result of a technical requirement by the Grantee and for no other reason. This consent shall not be (or be relied upon by any person as) a consent by, or waiver of any right of, the Servicer under or pursuant to any related transaction documentation.

[Signature Appears on Following Page]

U.S. BANK NATIONAL ASSOCIATION, as Trustee
successor in interest to Bank of America, N.A.,
successor by merger to LaSalle Bank, National
Association, as Trustee, for American Tower
Trust, I, Secured Tower Revenue Securities

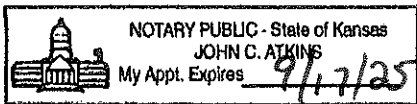
MIDLAND LOAN SERVICES,
a division of PNC Bank, National Association, as
Servicer and Attorney-in-Fact

SIGNATURE: David Bornheimer
PRINTED NAME: _____ David Bornheimer
TITLE: SR. V. P. Senior Vice President
DATE: 3/21/22 Servicing Officer

STATE OF KANSAS, COUNTY OF JOHNSON, ss.

On this 21 day of March, 2022, before me, the undersigned, a Notary Public in and for said State, personally appeared David Bornheimer, to me personally known or proved his/her identity, who, being by me duly sworn, did say that his/her title is SR. V. P. of Midland Loan Services, a division of PNC Bank, National Association, acting as the Servicer and Attorney-in-Fact for U.S. Bank National Association, as Trustee, successor in interest to Bank of America, N.A., successor by merger to LaSalle Bank National Association, as Trustee, for American Tower Trust I, Secured Tower Revenue Securities; that said instrument was signed and sealed on behalf of Midland Loan Services, a division of PNC Bank, National Association, and that the execution of said instrument to be the voluntary act and deed of said Midland Loan Services, a division of PNC Bank, National Association, acting in the aforesaid capacity, by it and by him/her voluntarily executed.

John C. Atkins
Notary Public
My Commission expires: _____



Resolution

Number 22-0958

Adopted Date June 28, 2022

APPROVE REPLACEMENT OF CULVERT WA 12-6.04 ON OREGONIA ROAD UNDER FORCE ACCOUNT

WHEREAS, there is need to rehabilitate structure WA 12-6.04 carrying Oregonia Road over Branch of the Little Miami River in Washington Township; and

WHEREAS, Neil F. Tunison, P.E., P.S., Warren County Engineer proposes to replace the structure under force account; and

WHEREAS, the County Engineer's estimated cost of the portion of replacement, including labor and materials not purchased under contract as specified under Sections 5543.19 and 5575.01 of the Ohio Revised Code is \$98,135.06 and under the cap of \$100,000 for a culvert; and

WHEREAS, the Engineer's estimate is submitted and to be kept on file with the Board of County Commissioners; and

NOW THEREFORE BE IT RESOLVED, to approve the construction of the bridge under force account provisions of Section 5543.19 and 5575.01 of the Ohio Revised Code.

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

Mr. Grossmann – yea

Mr. Young - yea

Mrs. Jones – yea

Resolution adopted this 28th day of June 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Engineer (file)

Force Account Project Assessment Form (Estimate)

Ohio Revised Code 117.16 requires the Auditor of State to develop a force account project assessment form to be used by each public office to estimate or report the cost of a force account project. The form shall include cost for employee salaries and benefits, any other labor costs, materials, freight, fuel, hauling, overhead expense, workers' compensation premiums, and all other items of cost and expense, including reasonable allowances for the use of all tools and equipment used on or in connection with such work and for the depreciation on the tools and equipment.

This form is to be completed as provided in Auditor of State Bulletin 2003-2004

Project Name/Number: Oregonia Road Culvert #12-6.04 rehabilitation at Corwin Road
 Project Description: Slipline Culvert #12-6.04 on Oregonia Road. The estimated time for the
cuvlert rehabilitation with retaining wall construction is three weeks.
 Proposed Start Date: Summer 2022 Proposed End Date: Summer 2022

ESTIMATED LABOR

Description	Base Wage		Hours Worked	=	Total
Foreman	\$27.00	X	105	=	\$2,835.00
Highway Worker III	\$24.00	X	105	=	\$2,520.00
Highway Worker III	\$24.00	X	105	=	\$2,520.00
Highway Worker II	\$20.00	X	105	=	\$2,100.00
Highway Worker III	\$24.00	X	35	=	\$840.00
Highway Worker III	\$24.00	X	35	=	\$840.00
Highway Worker II	\$20.00	X	35	=	\$700.00
		X		=	
		X		=	
		X		=	
Total Base Wages					\$12,355.00
30 % of base wages (fringe benefits, BWC, etc.)					\$3,706.50
38 % of wages for overhead					\$6,103.37
Total Labor Estimate					\$22,164.87

ESTIMATED MATERIALS

Description	Cost per Unit		Quantity	Unit Type	=	Total
48" Slipline Conduit	\$200.00	X	48	FT	=	\$9,600.00
Grout for Slipline	\$250.00	X	55	CY	=	\$13,750.00
48" ADS Conduit	\$50.00	X	40	FT	=	\$2,000.00
6" Perforated Conduit	\$0.50	X	70	FT	=	\$35.00
Redi-Rock Wall	\$25.00	X	534.75	SF	=	\$13,368.75
RCP, Type B	\$40.00	X	2	CY	=	\$80.00
Bedding Materail	\$15.00	X	9.5	CY	=	\$142.50
Structural Backfill	\$15.00	X	114	CY	=	\$1,710.00
Misc. 2x4 wood	\$2.00		5	EA	=	\$10.00
72" MH with Casting	\$3,000.00	X	1	EA	=	\$3,000.00
2" PVC	\$1.00	X	30	FT	=	\$30.00
Misc. Concrete	\$140.00		7	CY	=	\$980.00
Guardrail	\$10.00	X	275.0	LF	=	\$2,750.00
Fill Dirt	\$1.00	X	620	CY	=	\$620.00
Silt Fence	\$5.00		250	FT	=	\$1,250.00
Seed & Straw	\$1.00	X	800	SY	=	\$800.00
Base Materials					\$50,126.25	
15 % of base materials for overhead					\$7,518.94	
Total Materials Estimate					\$57,645.19	

ESTIMATED EQUIPMENT

Each piece of equipment used in a project must be assigned an hourly rate. For equipment owned by the public entity, this rate must reflect the original purchase price of the equipment, maintenance costs, time in service, depreciation, freight, fuel, and hauling. The public office may use any generally accepted rate that reflects all of the aforementioned considerations, or it may use the statewide rates published by the Ohio Department of Transportation and updated on a quarterly basis; however, the office must use the same rate source for all equipment used in a project. Any equipment rented by the public entity must be listed in the form and reflect the rental rate.

Description	Rate per		Hours	=	Total
	Hour				
Track Hoe	\$82.50	X	55	=	\$4,537.50
Compactor, Roller	\$27.50	X	25	=	\$687.50
Dump Truck	\$78.75	X	45	=	\$3,543.75
Dump Truck	\$78.75	X	45	=	\$3,543.75
Dump Truck	\$78.75	X	25	=	\$1,968.75
Dump Truck	\$78.75	X	25	=	\$1,968.75
Pickup Truck	\$15.00	X	20	=	\$300.00
Sweeper	\$25.00	X	15	=	\$375.00
Dozer	\$40.00	X	35	=	\$1,400.00
		X		=	
		X		=	
		X		=	
Total Equipment Estimate					\$18,325.00

TOTAL ESTIMATED PROJECT COST \$98,135.06 (labor + materials + equipment)

Prepared by: Dominic M. Brigano
Title: Assistant Bridge Engineer
Date: June 23, 2022

Resolution

Number 22-0959

Adopted Date June 28, 2022

AUTHORIZE ACCEPTANCE OF QUOTE FROM CENTRAL SQUARE ON BEHALF OF WARREN COUNTY TELECOMMUNICATIONS FOR ENTERPRISE CAD RAPIDSOS INTERFACE ANNUAL SUBSCRIPTION.

WHEREAS, Central Square will provide subscription for an interface between Central Square CAD and RapidSOS for Emergency Services to Warren County Telecom, as indicated on the attached quote for purchase; and

NOW THEREFORE BE IT RESOLVED, to accept quote from Central Square quote on behalf of Warren County Telecommunications for Enterprise CAD RapidSOS Interface Annual Subscription as attached hereto and a part hereof;

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

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

Resolution adopted this 28th day of June 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—Central Square
Telecom (file)



Quote prepared on:

May 04, 2022

Quote prepared by:

Kimberly Willis

kimberly.willis@centralsquare.com

Quote #: Q-95691

Primary Quoted Solution: PSJ Enterprise

Quote expires on: July 25, 2022

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 SOFTWARE IS INCLUDED?

PRODUCT NAME	QUANTITY	UNIT PRICE	TOTAL
1. Enterprise CAD RapidSOS Interface (OP) Annual Subscription Fee	1	5,400.00	5,400.00
Software Total			5,400.00 USD

WHAT SERVICES ARE INCLUDED?

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

QUOTE SUMMARY

Software Subtotal**5,400.00 USD****Services Subtotal****1,950.00 USD****Quote Subtotal****7,350.00 USD****Quote Total****7,350.00 USD**

WHAT ARE THE RECURRING FEES?

TYPE**AMOUNT**

FIRST YEAR MAINTENANCE TOTAL

0.00

FIRST YEAR SUBSCRIPTION TOTAL

5,400.00

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.

Refer to Exhibit "A" for terms and conditions that apply to this purchase only. All other terms remain unchanged.

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

Services

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

PURCHASE ORDER INFORMATION

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

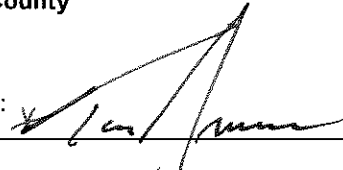
Yes [] No []

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: Tom Grossmann

Date: 6/28/22

Title: President

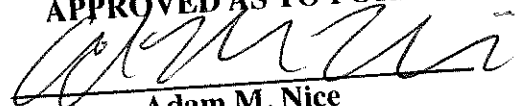
APPROVED AS TO FORM

Adam M. Nice
Asst. Prosecuting Attorney

EXHIBIT A

Terms and Conditions for On-Prem Subscriptions

BY INDICATING YOUR ACCEPTANCE, OR BY USING THE SOFTWARE, YOU ACCEPT THE TERMS AND CONDITIONS AS STATED HEREIN.

1. **Subscription Access.** Customer is purchasing subscription priced software under this Quote. So long as Client has paid the annual subscription fees and is current at all times with the subscription fees as stated herein, CentralSquare grants to Client a limited non-exclusive, non-transferable access to use the subscription software granted in this Quote. Client understands and acknowledges no ownership or any form of intellectual property rights transfer under the terms of this Quote.

Annual subscription fees are invoiced upon go live and shall be invoiced on an annual basis thereafter, subject to increase at 5% year over year. If customer terminates this Quote in accordance with the termination for convenience provision below, customer shall be entitled to a pro-rata refund of the annual subscription fee, calculated by the remaining months in the applicable annual subscription.

2. **Termination for Convenience.** This Quote may be terminated without cause by either party by providing written notice to the other party thirty (30) days prior to the date of termination.
3. **Termination of Access Rights.** Upon termination of this Quote, (i) all rights granted herein shall terminate immediately and automatically upon the effective date of such termination; (ii) Customer's right to the accessed software granted herein shall terminate; and (iii) Customer will cease using such software and at CentralSquare's direction return or destroy the software and any supplemental confidential information or documentation.
4. **Right to Audit.** Customer shall maintain for a reasonable period, but in no event less than three (3) years after expiration or termination of this Quote, the systems, books and records necessary to accurately reflect compliance with software access and the use thereof under this Quote. Upon request, Customer shall permit CentralSquare and its directors, officers, employees, and agents to have on-site access at Customer's premises (or remote access as the case may be) during normal business hours to audit such systems, books, and records for the purpose of verifying Customer's use of the software to monitor compliance with this Quote no more than once per year. If an audit reveals that Customer has exceeded the restrictions on use or non-compliance with this Quote, Customer shall be responsible for the reimbursement of all costs related to the audit and prompt payment by Customer to CentralSquare of any underpayment.

Resolution

Number 22-0960

Adopted Date June 28, 2022

SIGN ETHERNET INTRASTATE-ONLY TRAFFIC CERTIFICATION FORM AND AUTHORIZE PAUL KINDELL, WARREN COUNTY TELECOMMUNICATIONS DIRECTOR, TO REQUEST SERVICE ORDERS ON THE STATE OF OHIO SERVICE-NOW PORTAL

WHEREAS, Warren County Telecommunications requires Spectrum/Time Warner services that must be requested through the State of Ohio Service-Now Portal for Spectrum Business; and

WHEREAS, Spectrum/Time Warner requires an ethernet intrastate only traffic certification form; and

NOW THEREFORE BE IT RESOLVED, to sign the Ethernet Intrastate-Only Traffic Certification Form and authorize Paul Kindell, Director, Warren County Telecommunications to request service orders through the Spectrum Business State of Ohio Service-Now Portal; certification form, proposal, and quotation attached hereto and made a part hereof.

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

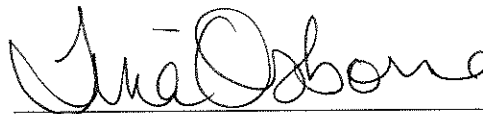
Mr. Grossmann – yea

Mr. Young - yea

Mrs. Jones – yea

Resolution adopted this 28th day of June 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Telecom (file)



Ethernet Intrastate-Only Traffic Certification

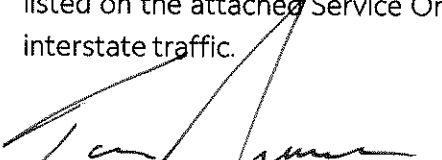
Customer Name (Legal Entity): SoO WARREN COUNTY TELECOMMUNICATIONS

Billing Address: _____
500 JUSTICE DR
LEBANON OH 45036

Charter Communications Operating, LLC and its subsidiaries providing the Services ("Spectrum"), presumes that more than 10% of the traffic carried on the WAN/Ethernet services that we provide to you over any circuit will be interstate in nature, and that therefore by Federal Communications Commission regulation each such circuit must be treated as jurisdictionally interstate in its entirety. If you expect that 10% or less of the traffic to be carried over any circuit will be interstate in nature, please complete the certification form below to identify the relevant circuit(s) and specify the expected jurisdictional allocation of your traffic associated with such circuit(s). Please note that all Internet-related traffic is presumptively interstate. Also, please note that you must provide this certification annually and whenever there is a material change in the actual or expected jurisdictional nature of your traffic. In the event that you fail to provide this certification in accordance with procedures specified by Spectrum, Spectrum reserves the right to again presume that more than 10% of the traffic carried over each circuit is interstate in nature and calculate the fees applicable to that usage accordingly.

CERTIFICATION

I certify that the traffic carried by Spectrum in its provision of WAN/Ethernet services on the circuits listed on the attached Service Order is jurisdictionally intrastate and will contain no more than 10% interstate traffic.



(Authorized Customer Signature)

6/28/22

(Date Signed)

Tom Grossmann

(Printed Name)

President

(Title)

Authorized Customer Contact Information:

Phone: **(513) 695-1318** Email: paul.kindell@wcoh.net

Warren county proposal from Spectrum Enterprise

Spectrum Enterprise offers 99.9% availability, unparalleled service level agreement with proactive monitoring, 24/7/365 support and four hour service restoration.

Below are the 2 proposals one is for the Dual Ethernet network and one is for the Fiber internet access with symmetrical service.

We were able to waive all construction costs and give you the most competitive rate with the State of Ohio agreement.

Dual Ethernet Network :

(9 locations x 100mb eLan ports x \$568 monthly recurring charge)

7 remote eLan sites

2 at hub eLan sites (north and south locations)

Total is \$5,112 monthly recurring charge for the entire network, no install fee

Fiber Internet Access:

(1x1gig internet x \$1,200 monthly recurring charge)

5 static IP's at no cost

1 for internet install = \$250

Total is \$1,200 monthly recurring charge for the fiber service and one time \$250 install fee

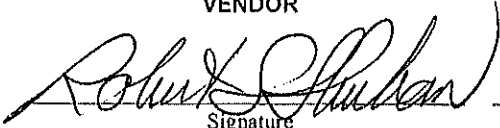
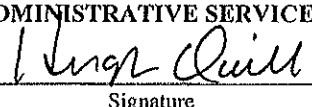


Spectrum
ENTERPRISE

MASTER SERVICE AGREEMENT
BY AND BETWEEN
TIME WARNER ENTERTAINMENT
THE STATE OF OHIO, DEPARTMENT OF ADMINISTRATIVE SERVICES

THIS MASTER SERVICE AGREEMENT (the "Agreement"), is by and between Time Warner Entertainment Company, L.P., on behalf of itself and its divisions and affiliates ("Vendor") having an office at 1015 Olentangy River Road, Columbus, Ohio 43212 and the State of Ohio, Department of Administrative Services ("the State"), having its principal place of business at 30 East Broad Street, 40th Floor, Columbus, OH 43215 (jointly referred hereto as the "Parties", or individually as a "Party") and is effective as of the date signed by the State.

IN WITNESS WHEREOF, the Parties have executed this Agreement which shall be effective on the date signed by the State, "Effective Date."

VENDOR	STATE OF OHIO, DEPARTMENT OF ADMINISTRATIVE SERVICES
 Signature	 Signature
Robert S. Sheehan Printed Name	Hugh Quill Printed Name
RVP Commercial Title	Director Title
August 24, 2009 Date	Sept. 2, 2009 Effective Date
13-36666-92 Federal Tax ID	

APPROVED AS TO FORM



Adam M. Nice
Asst. Prosecuting Attorney

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Terms and Conditions

Sections 1 through Section 14 of this Agreement are hereby defined as the Standard State Terms and Conditions. These Standard State Terms and Conditions are derived from Ohio statutory law, rules and procedures. As such, the Standard State Terms and Conditions will remain as written by the State and construed in conjunction with the applicable laws, rules and procedures.

1 General Information

1.1 Headings

The headings herein are for convenience only and are not intended to have any substantive significance in interpreting this Agreement.

1.2 Relationship of Parties and Subscribing Entity(s)

A. The Parties are independent contractors and nothing herein creates or implies an agency relationship or a joint venture or partnership between the Parties. Considering the Parties are independent contractors, the Vendor, their employees, contractors and/or subcontractors who may attend meetings and work in other situations where their independent contractor status is not obvious to third parties are required to identify themselves as such to avoid creating an impression in the minds of the members of the public that they are Government officials. In addition, the Vendor, their employees, contractors and/or subcontractors may not make any representation that they are acting, speaking, representing or otherwise advocating any position, agreement, service or otherwise on behalf of the State.

B. For purposes of this Agreement and any Service Attachments, the Department of Administrative Services and Subscribing Entity(s) shall be authorized to inquire of the Vendor's Services, invoices, payment and receive reports or other information from the Vendor.

1.3 Subscribing Entity(s)

"Subscribing Entity(s)" means Ohio Agencies, Boards, Commissions, Cooperative Purchasing Members, and other entities or institutions that State of Ohio deems as an Ohio government entity or authorizes as able to participate as a Subscribing Entity authorized to use the State's TSR System, as defined in Section 5.1, and that, in each instance, agrees to be bound by the terms of this Agreement and to be responsible for all use of the Service to be provided to them.

1.4 Cooperative Purchasing Members

Cooperative Purchasing Members are defined in Section 125.04 of the Ohio Revised Code ("ORC") and include counties, townships, municipal corporations, regional transit authorities, regional airport authorities or port authorities and school districts, conservancy districts, township park districts and park districts created under ORC Chapter 1545; any other political subdivision that has been approved by the Department of Administrative Services to participate in the Cooperative Purchasing Program; and other entities set forth in ORC Section 125.04. Cooperative Purchasing Members may purchase services from the Vendor subject to the terms and conditions of this Agreement so long as they have entered into a Cooperative Purchasing Agreement with the Department of Administrative Services as detailed in the ORC

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125.04. All records related to maintenance, service, and billing concerning the Services purchased under this Agreement shall be made available to State by the Vendor on request.

1.5 Subscribing Entity Reliance on Agreement.

Subscribing Entities may rely on this Agreement. Whenever a Subscribing Entity relies on this Agreement to issue an order for service under this Agreement, the Subscribing Entity will be required to agree to be bound to the terms of this Agreement as part of the TSR ordering process. The Vendor and the State will agree on the appropriate language to be included in the TSR System for this purpose. By agreeing to be bound by the terms of this Agreement, the Subscribing Entity will step into the shoes of the State under this Agreement for purposes of its order, and, as to the Subscribing Entity's order, this Agreement will be between the Vendor and the Subscribing Entity. The Vendor must look exclusively to the Subscribing Entity for performance, including but not limited to payment, and must hold the State harmless with regard to such orders and the Subscribing Entity's performance and payment. Subject to the provisions of Section 1.19 and further subject to any applicable limitation on remedies set forth in the applicable Service Attachments, the State will have the right to terminate this Agreement and seek such remedies on termination as this Agreement provides should the Vendor fail to honor its obligations under an order from a Subscribing Entity.

1.6 Third-Party Suppliers.

A. The Vendor must identify all third-party telecommunications carriers that the Vendor will rely upon to provide services under this Agreement, and the Vendor must act as a reseller for any such carriers, as well as all its other third-party suppliers, and incorporate the costs of their services in the Vendor's fees identified on the applicable Service Attachment under this Agreement. Any changes to the list of third-party carriers that the Vendor will rely upon in providing the services under this Agreement are subject to the approval of the State, which must be in the form of a written amendment to this Agreement.

B. Neither the State's approval of the use of such third-party carriers or the Vendor's use of other suppliers means that the State will pay for them. The Vendor will be solely responsible for payment of its suppliers and any claims of those suppliers for any failure of the Vendor to meet its obligations under this Agreement in the required manner. The Vendor will hold the State harmless for and will indemnify the State against any such claims.

C. The Vendor assumes responsibility for all services provided under this Agreement whether it or one of its suppliers provides them in whole or in part. Further, the Vendor will be the sole point of contact with regard to contractual matters, including payment of all charges resulting from the Agreement and all service requests.

D. If the Vendor plans to use any third-party carriers to provide telecommunications services under this Agreement, the Vendor must obtain that carrier's agreement to the attached Third-Party Carrier Form and submit it to the State in triplicate for acceptance

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before the Vendor may provide services that rely on the telecommunication services of that third-party carrier. This is not required for other suppliers of the Vendor.

1.7 Non-Exclusivity

This Agreement is non-exclusive. Nothing herein prevents either Party from entering into similar agreements with other entities.

1.8 Entire Agreement

A. This Agreement, together with any Service Attachments or Amendments and all applicable tariffs, which are incorporated herein by this reference, sets forth the entire Agreement of the Parties and any Subscribing Entity submitting an order hereunder with respect to the subject matter hereof, and supersedes any prior agreements, promises, representations, understandings and negotiations between the Parties.

B. Any modifications, amendments, supplements to or waivers of this Agreement must be submitted and approved in writing in accordance with this Agreement and executed by authorized representatives of both Parties. The Vendor may be required to file a copy of this Agreement with the Public Utilities Commission of Ohio.

1.9 Severability

If any provision hereunder is declared or held invalid, illegal or unenforceable, this Agreement will be revised only to the extent necessary to make such provision(s) legal and enforceable, or if impossible, the unaffected portions of this Agreement shall remain in full force and effect so long as the Agreement remains consistent with the Parties' original intent.

1.10 Survival

A. An Order for Service hereunder, together with the terms and conditions of this Agreement and/or Service Attachments and any associated Amendments, will survive the expiration or other termination of this Agreement only to the extent that any Subscribing Entity requests in writing that an order for service remain and only up to one year following the expiration or termination of this Agreement. Otherwise, all orders for service hereunder and the terms and conditions of this Agreement and/or Service Attachments and any associated amendments will not survive termination or expiration of this Agreement as to all services if no request is made for those services to remain active, Notwithstanding anything to the contrary herein the following sections shall survive termination or expiration of this agreement: 1.17 Confidentiality, 2 Indemnification/Limitation of Liability, 3.10 Antitrust, and 3.11 Use of Name.

B. If any Service Attachment should expire, terminate or cancel, the terms and conditions of this Agreement shall survive as to all other Service Attachments not expired, terminated or cancelled.

1.11 No Waiver

Either Party's failure to enforce any provision or term of this Agreement shall not be construed as a future or continuing waiver of such provision or term of this Agreement.

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1.12 Governmental Authorization, Regulatory Changes

This Agreement is subject to all applicable federal, state and local laws, rules and regulations, and each Party must comply with all applicable federal, state and local laws, rules and regulations and orders in performing its obligations hereunder. To the extent any provision of this Agreement conflicts with any such applicable law, rule or regulation, such law, rule or regulation will supersede the conflicting provision. The Vendor may discontinue, limit or impose additional requirements to the provision of Service, upon no less than thirty (30) days written notice, as required to meet regulatory or other lawfully imposed requirements.

1.13 Standard State Terms and Conditions

A. As stated previously, Sections 1 through Section 14 of this Agreement are hereby defined as the Standard State Terms and Conditions. These Standard State Terms and Conditions are derived from Ohio statutory law, rules and procedures. As such, the Standard State Terms and Conditions will remain as written by the State and construed in conjunction with the applicable laws, rules and procedures.

B. The Vendor may suggest additional language and incorporate such additional language, as agreed to and approved by the Ohio Department of Administrative Services' legal counsel, in Section 15, Vendor Added Language. Such additional language shall not modify or supersede the Standard State Terms and Conditions. If such a conflict exists at the time of execution of the Agreement and thereafter, the Standard State Terms and Conditions shall prevail.

1.14 Service Specific Terms and Conditions and Service Attachments

Service Attachments describe services the Vendor may offer under this Agreement, along with any special terms or conditions applicable to them, descriptions of those services, features, and any fees associated with such services, as well as any other provisions the Parties may agree to therein. Such Service Attachments, when executed by the Parties, are incorporated into this Agreement and become a part hereof.

1.15 Order of Precedence

A. In event of a conflict related to the general terms and conditions between the Agreement and the Service Attachment(s), the Agreement shall prevail.

B. In the event of a conflict between the Agreement and the Service Attachment(s), the Service Attachment(s) shall prevail solely with respect to the Service described therein.

1.16 Service Level Performance

Service Level Performance for each service will be specified in the applicable Service Attachment and/or Amendments thereto. The Subscribing Entity's exclusive remedies for the Vendor's failure to meet Service Level Performance are specified in the applicable Service Attachment.

1.17 Confidentiality

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A. The Vendor may learn of information, documents, data, records, or other material that is confidential in the performance of this Agreement. The Vendor may not disclose any information obtained by it as a result of this Agreement, without the written permission of the State. The Vendor must assume that all state information, documents, data, source codes, software, models, know-how, trade secrets, or other material is confidential. In addition, the Vendor may not disclose any documents or records excluded by Ohio law from public records disclosure requirements.

B. The Vendor will be liable for the disclosure of any confidential information. The Parties agree that the disclosure of confidential information of the State's may cause the State irreparable damage for which remedies other than injunctive relief may be inadequate, and the Vendor agrees that in the event of a breach of the obligations hereunder, the State shall be entitled to temporary and permanent injunctive relief to enforce this provision without the necessity of proving actual damages. This provision shall not, however, diminish or alter any right to claim and recover.

C. The Vendor's obligation to maintain the confidentiality of the confidential information will not apply where such: (1) was already in the Vendor's possession before disclosure by the State, and such was received by the Vendor without obligation of confidence; (2) is independently developed by the Vendor; (3) is or becomes publicly available without breach of this Agreement; (4) is rightfully received by the Vendor from a third-party without an obligation of confidence; (5) is disclosed by the Vendor with the written consent of the State; (6) is released in accordance with a valid order of a court or governmental agency, provided that in the case of a disclosure pursuant to this clause (6) the Vendor (a) notifies the State of such order immediately upon receipt of the order and (b) makes a reasonable effort to obtain a protective order from the issuing court or agency limiting disclosure and use of the confidential information solely for the purposes intended to be served by the original order of production; (7) is required to be disclosed by law or statute or authorized elsewhere in this Agreement; or (8) is necessary to protect individual or public safety.

D. The Vendor must return all originals of any confidential information and destroy any copies it has made on termination or expiration of this Agreement.

E. The Vendor may disclose Confidential Information to its subcontractors on a need-to-know basis, but the Vendor first must obligate them to the requirements of this section.

F. The State and each Subscribing Entity hereby acknowledge and agree that Vendor may disclose the State's, the Subscribing Entity's and their respective employees' and other end users' personally identifiable information as required by law or regulation or by the American Registry for Internet Numbers or any similar agency.

1.18 Competitive Pricing and Services

A. For the purposes of maintaining pricing and service competitiveness through the term of the Agreement, the Vendor agrees to an annual joint review of its pricing and service offerings. The annual review shall include, but is not limited to, a customer-like review wherein the Vendor shall provide non-confidential information such as changes in its published prices and general changes in market prices that are relevant to allowing the State and Subscribing Entity(s) to receive cost-competitive and

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technologically competitive Services. The Vendor agrees that written amendments to the Service Attachments to reduce rates and introduce technological service improvements may be submitted throughout the term of the Agreement, if the Parties agree in writing. In no case shall this section be a basis for increases to the prices offered in the Service Attachments, except as authorized in Section 6.

B. Neither Party is obligated to agree to reduce rates, introduce technological service improvements, or any other modification of this Agreement, a Service Attachment, or any order hereunder during the term of the Agreement, and any failure to agree to such a modification or addition will not entitle either Party to any termination or nonrenewal rights not otherwise available to such Party under this Agreement.

1.19 Contract Compliance and Conflict Resolution

- A. The Vendor shall comply with all terms and conditions of this Agreement and the provisions of any Service Attachments. If the Vendor fails to perform any one of its material obligations under this Agreement, the applicable Service Attachment(s), or the applicable order(s), it will be in default and, subject to the limitation on remedies set forth in the Service Attachment, the State may proceed in the following manner:
1. The State may terminate this Agreement, the applicable Service Attachment(s), and/or applicable order(s) as according to Section 7 of this Agreement, but subject to the cure rights in subsection (4) below; or
 2. The State may file a complaint with the Public Utilities Commission of Ohio for resolution of the matter. Such complaint may include a request by the State for treble damages if the noncompliance by the Vendor includes any act prohibited by Chapters 4901, 4903, 4905, 4907, 4909, 4921, 4923 or 4925 of the Ohio Revised Code; or
 3. The State may file a complaint for damages with the appropriate court of jurisdiction in the State of Ohio.
 4. The Vendor shall have 30 days to cure its breach before the State may terminate the order, Service Attachment, or Agreement. In the case of a breach that cannot be cured within 30 days, the Vendor will have up to 90 days to cure before the State may terminate, provided the Vendor provides the State with written notice of the reason the breach cannot be cured within 30 days.
 5. The State also may terminate this Agreement in the case of material breaches that are cured within 30 calendar days but are persistent. "Persistent" in this context means that the State has notified the Vendor in writing of the Vendor's failure to meet any of its obligations three times. After the third notice, the State may terminate this Agreement on written notice to the Vendor without a cure period if the Vendor again fails to meet any obligation. The three notices have to relate to the same type of obligation. Some provisions of this Agreement may provide for a shorter cure period than 30 calendar days or for no cure period at all, and those provisions will prevail over this one. If a particular section does not state what the cure period will be, this provision will govern.
 6. Additionally, for any material breach, the State may withhold payment for the affected order(s) until the Vendor cures the material breach, the Parties arrive at a mutual agreement as to the corrective action for the breach, or the State terminates this Agreement for the material breach, but in no event shall any such withholding of payment exceed 120 days.

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7. For the avoidance of doubt, (a) the termination rights of a Subscribing Entity under this Section 1.19 shall be limited in each instance to termination of the applicable order(s) under which the Subscribing Entity receives Service hereunder, and (b) the persistent breach termination right permitted under Section 1.19(A)(5) is available only to the State and not to a Subscribing Entity.

2 Indemnification / Limitation of Liability

2.1 Indemnification

The Vendor must indemnify the State against all liability or expense resulting from bodily injury to any person (including injury resulting in death) or damage to tangible property arising out of its performance under this Agreement, provided such bodily injury or property damage is due to the negligence of the Vendor, its employees, agents, or subcontractors.

2.2 Limitation of Liability - State

The State's and Subscribing Entity(s) liability for damages, whether in contract or in tort, shall not exceed the amount of compensation payable to Vendor for the previous twelve months of Service related to the specific Attachment under which the damages occurred, or the amount of direct damages incurred by the Vendor, whichever is less.

2.3 Limitation of Liability - Vendor

A. The Vendor will be responsible for any liability, claims, losses and damages arising out of the performance of this Agreement providing such liability, claim, loss, or damage is due to the fault or negligence of the Vendor, its employees, agent or subcontractors. But in no case other than the Vendor's indemnity obligations under Section 2.1 will such liability exceed the payments made to the Vendor for the preceding 12 months under this Agreement.

B. NOTWITHSTANDING THE PREVIOUS SENTENCE, NEITHER PARTY, ITS AFFILIATES OR CONTRACTORS SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS EVEN IF THE PARTY KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.

3 Standard Clauses

3.1 Excusable Delay

If the State, Subscribing Entity, or Vendor is unable to perform any part of its obligations under this Agreement by reason of force majeure, the Party will be excused from its obligations, to the extent that its performance is prevented by force majeure. The Party must remedy with all dispatch the cause preventing it from carrying out its obligations under this Agreement. Force majeure means without limitation acts of God, such as epidemics, lightning, earthquakes, fires, storms, hurricanes, tornadoes, floods, washouts, droughts, any other severe weather, explosions, arrests, restraints of government and people, war, strikes, and other like events, or other cause that could

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not be reasonably foreseen and prevented in the exercise of ordinary care and that is beyond the reasonable control of the Party.

3.2 Employment Taxes

Each Party will be solely responsible for reporting, withholding and/or paying all employment related taxes, payments and/or withholdings for its own personnel, including, but not limited to, Federal, state and local income taxes, social security, unemployment or disability deductions, withholdings, and/or payments (together with any interest and penalties not disputed with the appropriate taxing authority).

3.3 Sales, Use, Excise, and Property Taxes

The State and certain Subscribing Entity(s) are exempt from any sales, use, excise, and property tax. To the extent sales, use, excise, or any similar tax (which, for the avoidance of doubt, shall not include any of the fees or charges referenced in Section 9.1) is imposed on the Vendor in connection with the Project, such will be the sole and exclusive responsibility of the Vendor, and the Vendor will pay such taxes (together with any interest and penalties not disputed with the appropriate taxing authority) whether they are imposed at the time the Services are rendered or a later time. The Vendor need not accept any order without reasonable proof of the Subscribing Entity's tax-exempt status.

3.4 Equal Employment Opportunity

A. The Vendor will comply with all state and federal laws regarding equal employment opportunity and fair labor and employment practices, including Ohio Revised Code Section 125.111 and all related Executive Orders.

B. Before a contract can be awarded or renewed, an Affirmative Action Program Verification Form must be submitted to the DAS Equal Opportunity Division to comply with the affirmative action requirements. Affirmative Action Verification Forms and approved Affirmative Action Plans can be found by contacting the Equal Opportunity Department or viewing the Equal Opportunity Department's web site:

<http://www.das.ohio.gov/eod/aapv.htm>

C. Use of MBE and EDGE Vendors. The State encourages the Vendor to purchase goods and services from Minority Business Enterprises (MBE) and Encouraging Diversity, Growth and Equity (EDGE) vendors.

3.5 Drug-Free Workplace

The Vendor will comply with all applicable state and Federal laws regarding keeping a drug-free workplace. The Vendor will make a good faith effort to ensure that all Vendor employees, while working on state property, will not have or be under the influence of illegal drugs or alcohol or abuse prescription drugs in any way.

3.6 Conflicts of Interest

No personnel of the Vendor may voluntarily acquire any personal interest that conflicts with their responsibilities under this Agreement. Additionally, the Vendor will not knowingly permit any public official or public employee who has any responsibilities

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related to this Agreement or the Project to acquire an interest in anything or any entity under the Vendor's control if such an interest would conflict with that official's or employee's duties. The Vendor will disclose to the State knowledge of any such person who acquires an incompatible or conflicting personal interest related to this Agreement. The Vendor will take all legal steps to ensure that such a person does not participate in any action affecting the work under this Agreement, unless the State has determined that, in the light of the personal interest disclosed, that person's participation in any such action would not be contrary to the public interest.

3.7 Assignment

The Vendor may not assign this Agreement or any of its rights or obligations under this Agreement without the prior, written consent of the State. Such consent shall not be unreasonably denied or delayed. Notwithstanding anything to the contrary elsewhere in this Agreement, upon reasonable prior written notice to the State, Vendor may assign this Agreement to any affiliate or successor to substantially all of its assets in the locations where Service is provided hereunder. Upon reasonable prior written notice to Vendor, the State may assign or transfer this Agreement to any successor governmental body, except as otherwise required by applicable law or regulation, all other attempted assignments shall be void. For the avoidance of doubt, the rights and responsibilities of the State under this Section 3.7 shall apply solely to the State and not to any Subscribing Entity.

3.8 Governing Law

This Agreement will be governed by the laws of Ohio, and venue for any disputes will lie with the appropriate court in Franklin County, Ohio.

3.9 Finding for Recovery

The Vendor warrants that it is not subject to an unresolved finding for recovery under Ohio Revised Code Section 9.24. If the warranty was false on the date the Parties signed this Agreement, the Agreement is void ab initio.

3.10 Anti-trust

The Parties recognize that, in actual economic practice, anticompetitive prices incurred by Vendor as a result of any antitrust violations by Vendor's suppliers may be passed along to and borne by the Subscribing Entity(ies) rather than absorbed by Vendor. If and only to the extent that a state or federal antitrust claim or cause of action of the Vendor against its supplier relates to overcharges for products or services the State has purchased or is purchasing hereunder, the Vendor will assign to the State and Subscribing Entity(ies) the attributable fraction of the Vendor's overall claim or cause of action. (The attributable fraction shall be calculated based upon the ratio of (i) the State's total dollar purchases hereunder of products and services covered by the claim or cause of action to (ii) the Vendor's total dollar purchases of such products and services covered by the claim or cause of action.) Notwithstanding the foregoing, if an assignment or apportionment of the claim or cause of action, as contemplated herein, would be disadvantageous to the Vendor, in the Vendor's reasonable discretion, the Vendor agrees to pursue, settle, or otherwise resolve the claim on its own and then pay over to the State and the Subscribing Entity(ies) the attributable fraction of the Vendor's recovery on any such claim or cause of action brought by the Vendor regarding all the affected products and Services and to consult reasonably

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from time to time with the State regarding the Vendor's progress in litigating such claims or causes of action.

3.11 Use of Name

Neither Party will use the other Party's name in any marketing material without the other Party's written consent.

3.12 Executive Order 2007-1S Compliance

A. The Vendor certifies that it has reviewed and is currently in compliance and will continue to adhere to the requirements of Ohio ethics laws.

B. In accordance with Executive Order 2007-01S, the Vendor, by signature on this document, certifies: (1) it has reviewed and understands Executive Order 2007-01S, (2) has reviewed and understands the Ohio ethics and conflict of interest laws, and (3) will take no action inconsistent with those laws and this order. The Vendor understands that failure to comply with Executive Order 2007-01S is, in itself, grounds for termination of this contract and may result in the loss of other contracts with the State of Ohio.

3.13 Campaign Contributions

The Vendor hereby certifies that all applicable parties listed in Division (I)(3) or (J)(3) of O.R.C. Section 3517.13 are in full compliance with Divisions (I)(1) and (J)(1) of O.R.C. Section 3517.13.

3.14 Declaration Regarding Terrorist Organization

In accordance with R.C. 2909.33(C), the Vendor certifies that it meets one of the following conditions:

1. The Vendor has not received, nor will receive as a result of this contract, an aggregate amount greater than one hundred thousand dollars (\$100,000) in business or funding, excluding personal benefits, from the state, instrumentalities, or political subdivisions during the current fiscal year; or
2. The Vendor has received, or will receive as a result of this contract, an aggregate amount greater than one hundred thousand dollars (\$100,000) in business or funding, excluding personal benefits, from the state, instrumentalities, or political subdivisions during the current fiscal year. and,
3. The Vendor has either pre-certified with the Office of Budget and Management, or has completed the Declaration of Material Assistance ("DMA") form certifying that the Vendor has not provided material assistance to any organization on the Terrorist Exclusion List, as that term is defined in R.C. 2909.21.

3.15 Safety and Security Rules

A. When accessing State networks and systems, the Vendor must comply with all applicable policies and regulations regarding data security and integrity that it has been made aware of. And when on any property owned or controlled by the State, the Vendor must comply with all security and safety rules applicable to people on those premises that it has been made aware of. The State publishes its primary security and

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integrity policies at <http://www.oit.ohio.gov/IGD/Policy/OhioITPolicies.aspx>. Individual Subscribing Entities may have other policies and regulations.

B. The Vendor will have the right to terminate without liability or refuse any order where compliance with the policies is not commercially reasonable.

4 Appropriation and Certification of Funds

4.1 Appropriation of Funds.

The State of Ohio's funds are contingent upon the availability of lawful appropriations by the Ohio General Assembly. If the General Assembly fails at any time to continue funding for the payments or any other obligations due by the State under this Agreement, the State will be released from its obligations on the date funding expires. If a Subscribing Entity's funds are not subject to appropriation of the Ohio General Assembly or similar governmental body, this provision will not apply.

4.2 Certification of Funds

None of the rights, duties, or obligations in this Agreement will be binding on the State, and the Vendor will not begin its performance, until all the following conditions have been met: (a) all statutory provisions under the Code, including Section 126.07, have been met; (b) all necessary funds are made available by the appropriate state agencies; (c) if required, approval of this Agreement is given by the Controlling Board of Ohio; and (d) if the State is relying on Federal or third-party funds for this Agreement, the State gives the Vendor written notice that such funds have been made available.

5 Orders Requesting Service, Cancellation, or Modification

5.1 Service, Cancellation, or Modification.

A. All orders for Service as well as any cancellations, or modifications to an order must be made through the State's Technology (formerly Telecommunications) Service Request ("TSR") system or any replacement system in use by the State at the time an order for Service, cancellation or modification is requested and that the State has given the Vendor prior written notice regarding. Therefore the Vendor will notify the State when an order is received that was placed outside the TSR or similar system and the Vendor will not accept the order. If a Vendor accepts an order outside the TSR or similar system, the State may either withhold payment for the unverified order or request suspension of the Service occurring due to the unverified order without penalty to the State.

B. The Vendor agrees to keep Subscribing Entities' orders updated and current in the TSR System.

C. The Vendor is responsible for processing all orders, billing, payments, cancellations, and changes, and receiving and managing all Service calls. In this regard, the Vendor must act as the sole point of contact for all Services under this Agreement and any related Service Attachments for all Subscribing Entities. The Vendor may not require a Subscribing Entity to contact any of the Vendor's third-party

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suppliers/carriers or otherwise transact business directly with such suppliers/carriers for any Services ordered under this Agreement, and in all respects, the Vendor must maintain a single-point-of-contact business relationship with each Subscribing Entity for the Services ordered under this Agreement.

D. The Vendor shall have the right to accept or reject any new orders in its discretion and shall have the right to reject renewal orders, provided in the case of renewal orders that the Vendor provides at least 90 days before the end of the then current term.

5.2 eBonding

If available through the Vendor, the State may opt to generate service orders, conduct order status checks, report Service trouble, manage this Agreement and the Service Attachments and conduct other related transactions through the Vendor's eBonding system which will allow the State to automatically enter directly into the Vendor's proprietary system. Once the Vendor has eBonding capability, the Vendor must notify the State and provide access to the eBonding system.

6 Term

The current General Assembly cannot commit a future General Assembly to any expenditures. Therefore, this Agreement along with all Service Attachments will automatically expire at the end of the current biennium, which is June 30, 2009.

All existing orders under this Agreement expire with the expiration of the Agreement if the Agreement is not renewed.

6.1 Agreement - Renewal

The State may renew this Agreement in the next biennium by issuing written notice to the Vendor of the decision to do so. Renewals will be initiated by the State in writing at least thirty (30) days prior to the expiration of the then current term. This expiration and renewal procedure will also apply to the end of any subsequent biennium.

It is the intention of the State to renew this Agreement for several successive terms, but the State is not obligated to do so.

If the Agreement or any Service Attachment is not renewed at the end of a term, all orders there under will expire without further obligation of the State or the Subscribing Entity(ies), other than the Subscribing Entity(s) obligation to pay for all accrued and unpaid charges for Service, as outlined in the appropriate Service Attachment(s) through the effective date of such expiration. No Early Disconnection Charges will apply to such expiration.

6.2 Service Attachment(s) - Renewal

A. The State may renew the Service Attachments for the next biennium by issuing written notice to the Vendor of the decision to do so. Renewals will be initiated by the State at least thirty (30) days prior to the expiration of the then current term. This expiration and renewal procedure will also apply to any subsequent biennium.



State of Ohio Services Quotation

The terms of this Quotation for Services are subject to the State Of Ohio Master Service Agreement and any conflicts will be resolved in favor of the Master Service Agreement.

CUSTOMER INFORMATION			
Company Name (Exact legal name) Warren county telecommunications		Type of Entity (Individual, corporation, partnership, limited liability co., etc.) Government Entity	
Street 406 Justice Dr	City Lebanon	State OH	Zip Code 45036
Billing Address 406 Justice Dr	City Lebanon	State OH	Zip Code 45036
Customer Contact Name (Technical) Paul Kindell	Tel. No. 513-695-1318	Fax No.	Email Address Paul.Kindell@wcoh.net
Customer Contact Name (Procurement Contact) Paul Kindell	Tel. No. 513-695-1318	Fax No.	Email Address Paul.Kindell@wcoh.net
Customer Contact Name (Billing Contact)	Tel. No.	Fax No.	Email Address

Services							
Customer hereby agrees to purchase from TIME WARNER CABLE, and TIME WARNER CABLE agrees to provide to Customer, the following services (the "Services") as listed below on this order form, per the terms and conditions set forth in the Master Service Agreement.							
Line Item	Product/Service	Bandwidth (mbps)	Installation Address City, State Zip	Monthly Fee	Installation Fee	Construction Costs	Contract Term
1	HSD	200	4780 socialville foster rd, Mason, OH 45040	\$49.99	\$49	NA	0
2	HSD	200	773 reading rd, Mason, OH 45040	\$49.99	\$49	N/A	0
3	TOTAL			\$99.98	\$98	NA	0
4							0

Note(s): 2 new 200M HSD

- Placing State of Ohio orders: Services MUST be ordered through the State of Ohio ordering system. Please contact your Account Executive before ordering through the State of Ohio ordering system as they will be happy to walk you through the first entries as to ensure that the orders are entered correctly and will assist in the possibility that your orders will not be rejected from OIT. Should you enter the orders yourself, please enter the word "NEW" in the Circuit ID and Account Number field as these will only be generated after the circuit(s) have been installed.
- Additional order forms will be required and will be provided directly by your Account Executive (outside of the State of Ohio ordering system) and MUST be completed and returned to your Account Executive to complete your order (ie. Tax exempt certificates, permission to construct, etc.)
- Installation timeframe: Typical installation timeframe is 10-12 weeks from receipt of order.

Spectrum
BUSINESS

- Services and Jurisdiction Certificate. Customer acknowledges and certifies that the total interstate traffic (including internet traffic) on the Service(s) constitutes ten percent (10%) or less of the total traffic on the Service and the prices and TWC calculations are based on this acknowledgement.

- Quotation for Services. Customer acknowledges that this quote is for ALL services, bandwidth, term and number of locations listed above. Should the any of these components be changed when customer places the order through the State of Ohio ordering system, this quotation automatically becomes null and void and a new quotation will be required.

Quote provided by:

By: Natacha Benoit-Hansen, Major Account Manager – State Government

Phone: (513)-886-8686 email: Natacha.Benoit-Hasen@charter.com

APPROVED AS TO FORM



Adam M. Nice

Asst. Prosecuting Attorney

MASTER SERVICE AGREEMENT
BY AND BETWEEN
TIME WARNER ENTERTAINMENT
THE STATE OF OHIO, DEPARTMENT OF ADMINISTRATIVE SERVICES

THIS MASTER SERVICE AGREEMENT (the "Agreement"), is by and between Time Warner Entertainment Company, L.P., on behalf of itself and its divisions and affiliates ("Vendor") having an office at 1015 Olentangy River Road, Columbus, Ohio 43212 and the State of Ohio, Department of Administrative Services ("the State"), having its principal place of business at 30 East Broad Street, 40th Floor, Columbus, OH 43215 (jointly referred hereto as the "Parties", or individually as a "Party") and is effective as of the date signed by the State.

IN WITNESS WHEREOF, the Parties have executed this Agreement which shall be effective on the date signed by the State, "Effective Date."

<p>VENDOR</p> <p><i>Robert S. Sheehan</i> _____ Signature</p> <p><i>Robert S. Sheehan</i> _____ Printed Name</p> <p><i>RVE Commercial</i> _____ Title</p> <p><i>August 24, 2009</i> _____ Date</p> <p><i>13-36666-92</i> _____ Federal Tax ID</p>	<p>STATE OF OHIO, DEPARTMENT OF ADMINISTRATIVE SERVICES</p> <p><i>Hugh Quill</i> _____ Signature</p> <p><i>HUGH QUILL</i> _____ Printed Name</p> <p><i>Director</i> _____ Title</p> <p><i>Sept. 2, 2009</i> _____ Effective Date</p>
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APPROVED AS TO FORM
Adam M. Nice

Adam M. Nice
Asst. Prosecuting Attorney

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Terms and Conditions

Sections 1 through Section 14 of this Agreement are hereby defined as the Standard State Terms and Conditions. These Standard State Terms and Conditions are derived from Ohio statutory law, rules and procedures. As such, the Standard State Terms and Conditions will remain as written by the State and construed in conjunction with the applicable laws, rules and procedures.

1 General Information

1.1 Headings

The headings herein are for convenience only and are not intended to have any substantive significance in interpreting this Agreement.

1.2 Relationship of Parties and Subscribing Entity(s)

A. The Parties are independent contractors and nothing herein creates or implies an agency relationship or a joint venture or partnership between the Parties. Considering the Parties are independent contractors, the Vendor, their employees, contractors and/or subcontractors who may attend meetings and work in other situations where their independent contractor status is not obvious to third parties are required to identify themselves as such to avoid creating an impression in the minds of the members of the public that they are Government officials. In addition, the Vendor, their employees, contractors and/or subcontractors may not make any representation that they are acting, speaking, representing or otherwise advocating any position, agreement, service or otherwise on behalf of the State.

B. For purposes of this Agreement and any Service Attachments, the Department of Administrative Services and Subscribing Entity(s) shall be authorized to inquire of the Vendor's Services, invoices, payment and receive reports or other information from the Vendor.

1.3 Subscribing Entity(s)

"Subscribing Entity(s)" means Ohio Agencies, Boards, Commissions, Cooperative Purchasing Members, and other entities or institutions that State of Ohio deems as an Ohio government entity or authorizes as able to participate as a Subscribing Entity authorized to use the State's TSR System, as defined in Section 5.1, and that, in each instance, agrees to be bound by the terms of this Agreement and to be responsible for all use of the Service to be provided to them.

1.4 Cooperative Purchasing Members

Cooperative Purchasing Members are defined in Section 125.04 of the Ohio Revised Code ("ORC") and include counties, townships, municipal corporations, regional transit authorities, regional airport authorities or port authorities and school districts, conservancy districts, township park districts and park districts created under ORC Chapter 1545; any other political subdivision that has been approved by the Department of Administrative Services to participate in the Cooperative Purchasing Program; and other entities set forth in ORC Section 125.04. Cooperative Purchasing Members may purchase services from the Vendor subject to the terms and conditions of this Agreement so long as they have entered into a Cooperative Purchasing Agreement with the Department of Administrative Services as detailed in the ORC

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125.04. All records related to maintenance, service, and billing concerning the Services purchased under this Agreement shall be made available to State by the Vendor on request.

1.5 Subscribing Entity Reliance on Agreement.

Subscribing Entities may rely on this Agreement. Whenever a Subscribing Entity relies on this Agreement to issue an order for service under this Agreement, the Subscribing Entity will be required to agree to be bound to the terms of this Agreement as part of the TSR ordering process. The Vendor and the State will agree on the appropriate language to be included in the TSR System for this purpose. By agreeing to be bound by the terms of this Agreement, the Subscribing Entity will step into the shoes of the State under this Agreement for purposes of its order, and, as to the Subscribing Entity's order, this Agreement will be between the Vendor and the Subscribing Entity. The Vendor must look exclusively to the Subscribing Entity for performance, including but not limited to payment, and must hold the State harmless with regard to such orders and the Subscribing Entity's performance and payment. Subject to the provisions of Section 1.19 and further subject to any applicable limitation on remedies set forth in the applicable Service Attachments, the State will have the right to terminate this Agreement and seek such remedies on termination as this Agreement provides should the Vendor fail to honor its obligations under an order from a Subscribing Entity.

1.6 Third-Party Suppliers.

A. The Vendor must identify all third-party telecommunications carriers that the Vendor will rely upon to provide services under this Agreement, and the Vendor must act as a reseller for any such carriers, as well as all its other third-party suppliers, and incorporate the costs of their services in the Vendor's fees identified on the applicable Service Attachment under this Agreement. Any changes to the list of third-party carriers that the Vendor will rely upon in providing the services under this Agreement are subject to the approval of the State, which must be in the form of a written amendment to this Agreement.

B. Neither the State's approval of the use of such third-party carriers or the Vendor's use of other suppliers means that the State will pay for them. The Vendor will be solely responsible for payment of its suppliers and any claims of those suppliers for any failure of the Vendor to meet its obligations under this Agreement in the required manner. The Vendor will hold the State harmless for and will indemnify the State against any such claims.

C. The Vendor assumes responsibility for all services provided under this Agreement whether it or one of its suppliers provides them in whole or in part. Further, the Vendor will be the sole point of contact with regard to contractual matters, including payment of all charges resulting from the Agreement and all service requests.

D. If the Vendor plans to use any third-party carriers to provide telecommunications services under this Agreement, the Vendor must obtain that carrier's agreement to the attached Third-Party Carrier Form and submit it to the State in triplicate for acceptance

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before the Vendor may provide services that rely on the telecommunication services of that third-party carrier. This is not required for other suppliers of the Vendor.

1.7 Non-Exclusivity

This Agreement is non-exclusive. Nothing herein prevents either Party from entering into similar agreements with other entities.

1.8 Entire Agreement

A. This Agreement, together with any Service Attachments or Amendments and all applicable tariffs, which are incorporated herein by this reference, sets forth the entire Agreement of the Parties and any Subscribing Entity submitting an order hereunder with respect to the subject matter hereof, and supersedes any prior agreements, promises, representations, understandings and negotiations between the Parties.

B. Any modifications, amendments, supplements to or waivers of this Agreement must be submitted and approved in writing in accordance with this Agreement and executed by authorized representatives of both Parties. The Vendor may be required to file a copy of this Agreement with the Public Utilities Commission of Ohio.

1.9 Severability

If any provision hereunder is declared or held invalid, illegal or unenforceable, this Agreement will be revised only to the extent necessary to make such provision(s) legal and enforceable, or if impossible, the unaffected portions of this Agreement shall remain in full force and effect so long as the Agreement remains consistent with the Parties' original intent.

1.10 Survival

A. An Order for Service hereunder, together with the terms and conditions of this Agreement and/or Service Attachments and any associated Amendments, will survive the expiration or other termination of this Agreement only to the extent that any Subscribing Entity requests in writing that an order for service remain and only up to one year following the expiration or termination of this Agreement. Otherwise, all orders for service hereunder and the terms and conditions of this Agreement and/or Service Attachments and any associated amendments will not survive termination or expiration of this Agreement as to all services if no request is made for those services to remain active. Notwithstanding anything to the contrary herein the following sections shall survive termination or expiration of this agreement: 1.17 Confidentiality, 2 Indemnification/Limitation of Liability, 3.10 Antitrust, and 3.11 Use of Name.

B. If any Service Attachment should expire, terminate or cancel, the terms and conditions of this Agreement shall survive as to all other Service Attachments not expired, terminated or cancelled.

1.11 No Waiver

Either Party's failure to enforce any provision or term of this Agreement shall not be construed as a future or continuing waiver of such provision or term of this Agreement.

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1.12 Governmental Authorization, Regulatory Changes

This Agreement is subject to all applicable federal, state and local laws, rules and regulations, and each Party must comply with all applicable federal, state and local laws, rules and regulations and orders in performing its obligations hereunder. To the extent any provision of this Agreement conflicts with any such applicable law, rule or regulation, such law, rule or regulation will supersede the conflicting provision. The Vendor may discontinue, limit or impose additional requirements to the provision of Service, upon no less than thirty (30) days written notice, as required to meet regulatory or other lawfully imposed requirements.

1.13 Standard State Terms and Conditions

A. As stated previously, Sections 1 through Section 14 of this Agreement are hereby defined as the Standard State Terms and Conditions. These Standard State Terms and Conditions are derived from Ohio statutory law, rules and procedures. As such, the Standard State Terms and Conditions will remain as written by the State and construed in conjunction with the applicable laws, rules and procedures.

B. The Vendor may suggest additional language and incorporate such additional language, as agreed to and approved by the Ohio Department of Administrative Services' legal counsel, in Section 15, Vendor Added Language. Such additional language shall not modify or supersede the Standard State Terms and Conditions. If such a conflict exists at the time of execution of the Agreement and thereafter, the Standard State Terms and Conditions shall prevail.

1.14 Service Specific Terms and Conditions and Service Attachments

Service Attachments describe services the Vendor may offer under this Agreement, along with any special terms or conditions applicable to them, descriptions of those services, features, and any fees associated with such services, as well as any other provisions the Parties may agree to therein. Such Service Attachments, when executed by the Parties, are incorporated into this Agreement and become a part hereof.

1.15 Order of Precedence

A. In event of a conflict related to the general terms and conditions between the Agreement and the Service Attachment(s), the Agreement shall prevail.

B. In the event of a conflict between the Agreement and the Service Attachment(s), the Service Attachment(s) shall prevail solely with respect to the Service described therein.

1.16 Service Level Performance

Service Level Performance for each service will be specified in the applicable Service Attachment and/or Amendments thereto. The Subscribing Entity's exclusive remedies for the Vendor's failure to meet Service Level Performance are specified in the applicable Service Attachment.

1.17 Confidentiality

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A. The Vendor may learn of information, documents, data, records, or other material that is confidential in the performance of this Agreement. The Vendor may not disclose any information obtained by it as a result of this Agreement, without the written permission of the State. The Vendor must assume that all state information, documents, data, source codes, software, models, know-how, trade secrets, or other material is confidential. In addition, the Vendor may not disclose any documents or records excluded by Ohio law from public records disclosure requirements.

B. The Vendor will be liable for the disclosure of any confidential information. The Parties agree that the disclosure of confidential information of the State's may cause the State irreparable damage for which remedies other than injunctive relief may be inadequate, and the Vendor agrees that in the event of a breach of the obligations hereunder, the State shall be entitled to temporary and permanent injunctive relief to enforce this provision without the necessity of proving actual damages. This provision shall not, however, diminish or alter any right to claim and recover.

C. The Vendor's obligation to maintain the confidentiality of the confidential information will not apply where such: (1) was already in the Vendor's possession before disclosure by the State, and such was received by the Vendor without obligation of confidence; (2) is independently developed by the Vendor; (3) is or becomes publicly available without breach of this Agreement; (4) is rightfully received by the Vendor from a third-party without an obligation of confidence; (5) is disclosed by the Vendor with the written consent of the State; (6) is released in accordance with a valid order of a court or governmental agency, provided that in the case of a disclosure pursuant to this clause (6) the Vendor (a) notifies the State of such order immediately upon receipt of the order and (b) makes a reasonable effort to obtain a protective order from the issuing court or agency limiting disclosure and use of the confidential information solely for the purposes intended to be served by the original order of production; (7) is required to be disclosed by law or statute or authorized elsewhere in this Agreement; or (8) is necessary to protect individual or public safety.

D. The Vendor must return all originals of any confidential information and destroy any copies it has made on termination or expiration of this Agreement.

E. The Vendor may disclose Confidential Information to its subcontractors on a need-to-know basis, but the Vendor first must obligate them to the requirements of this section.

F. The State and each Subscribing Entity hereby acknowledge and agree that Vendor may disclose the State's, the Subscribing Entity's and their respective employees' and other end users' personally identifiable information as required by law or regulation or by the American Registry for Internet Numbers or any similar agency.

1.18 Competitive Pricing and Services

A. For the purposes of maintaining pricing and service competitiveness through the term of the Agreement, the Vendor agrees to an annual joint review of its pricing and service offerings. The annual review shall include, but is not limited to, a customer-like review wherein the Vendor shall provide non-confidential information such as changes in its published prices and general changes in market prices that are relevant to allowing the State and Subscribing Entity(s) to receive cost-competitive and

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technologically competitive Services. The Vendor agrees that written amendments to the Service Attachments to reduce rates and introduce technological service improvements may be submitted throughout the term of the Agreement, if the Parties agree in writing. In no case shall this section be a basis for increases to the prices offered in the Service Attachments, except as authorized in Section 6.

B. Neither Party is obligated to agree to reduce rates, introduce technological service improvements, or any other modification of this Agreement, a Service Attachment, or any order hereunder during the term of the Agreement, and any failure to agree to such a modification or addition will not entitle either Party to any termination or nonrenewal rights not otherwise available to such Party under this Agreement.

1.19 Contract Compliance and Conflict Resolution

A. The Vendor shall comply with all terms and conditions of this Agreement and the provisions of any Service Attachments. If the Vendor fails to perform any one of its material obligations under this Agreement, the applicable Service Attachment(s), or the applicable order(s), it will be in default and, subject to the limitation on remedies set forth in the Service Attachment, the State may proceed in the following manner:

1. The State may terminate this Agreement, the applicable Service Attachment(s), and/or applicable order(s) as according to Section 7 of this Agreement, but subject to the cure rights in subsection (4) below; or
2. The State may file a complaint with the Public Utilities Commission of Ohio for resolution of the matter. Such complaint may include a request by the State for treble damages if the noncompliance by the Vendor includes any act prohibited by Chapters 4901, 4903, 4905, 4907, 4909, 4921, 4923 or 4925 of the Ohio Revised Code; or
3. The State may file a complaint for damages with the appropriate court of jurisdiction in the State of Ohio.
4. The Vendor shall have 30 days to cure its breach before the State may terminate the order, Service Attachment, or Agreement. In the case of a breach that cannot be cured within 30 days, the Vendor will have up to 90 days to cure before the State may terminate, provided the Vendor provides the State with written notice of the reason the breach cannot be cured within 30 days.
5. The State also may terminate this Agreement in the case of material breaches that are cured within 30 calendar days but are persistent. "Persistent" in this context means that the State has notified the Vendor in writing of the Vendor's failure to meet any of its obligations three times. After the third notice, the State may terminate this Agreement on written notice to the Vendor without a cure period if the Vendor again fails to meet any obligation. The three notices have to relate to the same type of obligation. Some provisions of this Agreement may provide for a shorter cure period than 30 calendar days or for no cure period at all, and those provisions will prevail over this one. If a particular section does not state what the cure period will be, this provision will govern.
6. Additionally, for any material breach, the State may withhold payment for the affected order(s) until the Vendor cures the material breach, the Parties arrive at a mutual agreement as to the corrective action for the breach, or the State terminates this Agreement for the material breach, but in no event shall any such withholding of payment exceed 120 days.

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7. For the avoidance of doubt, (a) the termination rights of a Subscribing Entity under this Section 1.19 shall be limited in each instance to termination of the applicable order(s) under which the Subscribing Entity receives Service hereunder, and (b) the persistent breach termination right permitted under Section 1.19(A)(5) is available only to the State and not to a Subscribing Entity.

2 Indemnification / Limitation of Liability

2.1 Indemnification

The Vendor must indemnify the State against all liability or expense resulting from bodily injury to any person (including injury resulting in death) or damage to tangible property arising out of its performance under this Agreement, provided such bodily injury or property damage is due to the negligence of the Vendor, its employees, agents, or subcontractors.

2.2 Limitation of Liability - State

The State's and Subscribing Entity(s) liability for damages, whether in contract or in tort, shall not exceed the amount of compensation payable to Vendor for the previous twelve months of Service related to the specific Attachment under which the damages occurred, or the amount of direct damages incurred by the Vendor, whichever is less.

2.3 Limitation of Liability - Vendor

A. The Vendor will be responsible for any liability, claims, losses and damages arising out of the performance of this Agreement providing such liability, claim, loss, or damage is due to the fault or negligence of the Vendor, its employees, agent or subcontractors. But in no case other than the Vendor's indemnity obligations under Section 2.1 will such liability exceed the payments made to the Vendor for the preceding 12 months under this Agreement.

B. NOTWITHSTANDING THE PREVIOUS SENTENCE, NEITHER PARTY, ITS AFFILIATES OR CONTRACTORS SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS EVEN IF THE PARTY KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.

3 Standard Clauses

3.1 Excusable Delay

If the State, Subscribing Entity, or Vendor is unable to perform any part of its obligations under this Agreement by reason of force majeure, the Party will be excused from its obligations, to the extent that its performance is prevented by force majeure. The Party must remedy with all dispatch the cause preventing it from carrying out its obligations under this Agreement. Force majeure means without limitation acts of God, such as epidemics, lightning, earthquakes, fires, storms, hurricanes, tornadoes, floods, washouts, droughts, any other severe weather, explosions, arrests, restraints of government and people, war, strikes, and other like events, or other cause that could

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not be reasonably foreseen and prevented in the exercise of ordinary care and that is beyond the reasonable control of the Party.

3.2 Employment Taxes

Each Party will be solely responsible for reporting, withholding and/or paying all employment related taxes, payments and/or withholdings for its own personnel, including, but not limited to, Federal, state and local income taxes, social security, unemployment or disability deductions, withholdings, and/or payments (together with any interest and penalties not disputed with the appropriate taxing authority).

3.3 Sales, Use, Excise, and Property Taxes

The State and certain Subscribing Entity(s) are exempt from any sales, use, excise, and property tax. To the extent sales, use, excise, or any similar tax (which, for the avoidance of doubt, shall not include any of the fees or charges referenced in Section 9.1) is imposed on the Vendor in connection with the Project, such will be the sole and exclusive responsibility of the Vendor, and the Vendor will pay such taxes (together with any interest and penalties not disputed with the appropriate taxing authority) whether they are imposed at the time the Services are rendered or a later time. The Vendor need not accept any order without reasonable proof of the Subscribing Entity's tax-exempt status.

3.4 Equal Employment Opportunity

A. The Vendor will comply with all state and federal laws regarding equal employment opportunity and fair labor and employment practices, including Ohio Revised Code Section 125.111 and all related Executive Orders.

B. Before a contract can be awarded or renewed, an Affirmative Action Program Verification Form must be submitted to the DAS Equal Opportunity Division to comply with the affirmative action requirements. Affirmative Action Verification Forms and approved Affirmative Action Plans can be found by contacting the Equal Opportunity Department or viewing the Equal Opportunity Department's web site:

<http://www.das.ohio.gov/eod/aapv.htm>

C. Use of MBE and EDGE Vendors. The State encourages the Vendor to purchase goods and services from Minority Business Enterprises (MBE) and Encouraging Diversity, Growth and Equity (EDGE) vendors.

3.5 Drug-Free Workplace

The Vendor will comply with all applicable state and Federal laws regarding keeping a drug-free workplace. The Vendor will make a good faith effort to ensure that all Vendor employees, while working on state property, will not have or be under the influence of illegal drugs or alcohol or abuse prescription drugs in any way.

3.6 Conflicts of Interest

No personnel of the Vendor may voluntarily acquire any personal interest that conflicts with their responsibilities under this Agreement. Additionally, the Vendor will not knowingly permit any public official or public employee who has any responsibilities

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related to this Agreement or the Project to acquire an interest in anything or any entity under the Vendor's control if such an interest would conflict with that official's or employee's duties. The Vendor will disclose to the State knowledge of any such person who acquires an incompatible or conflicting personal interest related to this Agreement. The Vendor will take all legal steps to ensure that such a person does not participate in any action affecting the work under this Agreement, unless the State has determined that, in the light of the personal interest disclosed, that person's participation in any such action would not be contrary to the public interest.

3.7 Assignment

The Vendor may not assign this Agreement or any of its rights or obligations under this Agreement without the prior, written consent of the State. Such consent shall not be unreasonably denied or delayed. Notwithstanding anything to the contrary elsewhere in this Agreement, upon reasonable prior written notice to the State, Vendor may assign this Agreement to any affiliate or successor to substantially all of its assets in the locations where Service is provided hereunder. Upon reasonable prior written notice to Vendor, the State may assign or transfer this Agreement to any successor governmental body, except as otherwise required by applicable law or regulation, all other attempted assignments shall be void. For the avoidance of doubt, the rights and responsibilities of the State under this Section 3.7 shall apply solely to the State and not to any Subscribing Entity.

3.8 Governing Law

This Agreement will be governed by the laws of Ohio, and venue for any disputes will lie with the appropriate court in Franklin County, Ohio.

3.9 Finding for Recovery

The Vendor warrants that it is not subject to an unresolved finding for recovery under Ohio Revised Code Section 9.24. If the warranty was false on the date the Parties signed this Agreement, the Agreement is void ab initio.

3.10 Anti-trust

The Parties recognize that, in actual economic practice, anticompetitive prices incurred by Vendor as a result of any antitrust violations by Vendor's suppliers may be passed along to and borne by the Subscribing Entity(ies) rather than absorbed by Vendor. If and only to the extent that a state or federal antitrust claim or cause of action of the Vendor against its supplier relates to overcharges for products or services the State has purchased or is purchasing hereunder, the Vendor will assign to the State and Subscribing Entity(ies) the attributable fraction of the Vendor's overall claim or cause of action. (The attributable fraction shall be calculated based upon the ratio of (i) the State's total dollar purchases hereunder of products and services covered by the claim or cause of action to (ii) the Vendor's total dollar purchases of such products and services covered by the claim or cause of action.) Notwithstanding the foregoing, if an assignment or apportionment of the claim or cause of action, as contemplated herein, would be disadvantageous to the Vendor, in the Vendor's reasonable discretion, the Vendor agrees to pursue, settle, or otherwise resolve the claim on its own and then pay over to the State and the Subscribing Entity(ies) the attributable fraction of the Vendor's recovery on any such claim or cause of action brought by the Vendor regarding all the affected products and Services and to consult reasonably

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from time to time with the State regarding the Vendor's progress in litigating such claims or causes of action.

3.11 Use of Name

Neither Party will use the other Party's name in any marketing material without the other Party's written consent.

3.12 Executive Order 2007-1S Compliance

A. The Vendor certifies that it has reviewed and is currently in compliance and will continue to adhere to the requirements of Ohio ethics laws.

B. In accordance with Executive Order 2007-01S, the Vendor, by signature on this document, certifies: (1) it has reviewed and understands Executive Order 2007-01S, (2) has reviewed and understands the Ohio ethics and conflict of interest laws, and (3) will take no action inconsistent with those laws and this order. The Vendor understands that failure to comply with Executive Order 2007-01S is, in itself, grounds for termination of this contract and may result in the loss of other contracts with the State of Ohio.

3.13 Campaign Contributions

The Vendor hereby certifies that all applicable parties listed in Division (I)(3) or (J)(3) of O.R.C. Section 3517.13 are in full compliance with Divisions (I)(1) and (J)(1) of O.R.C. Section 3517.13.

3.14 Declaration Regarding Terrorist Organization

In accordance with R.C. 2909.33(C), the Vendor certifies that it meets one of the following conditions:

1. The Vendor has not received, nor will receive as a result of this contract, an aggregate amount greater than one hundred thousand dollars (\$100,000) in business or funding, excluding personal benefits, from the state, instrumentalities, or political subdivisions during the current fiscal year; or
2. The Vendor has received, or will receive as a result of this contract, an aggregate amount greater than one hundred thousand dollars (\$100,000) in business or funding, excluding personal benefits, from the state, instrumentalities, or political subdivisions during the current fiscal year. and,
3. The Vendor has either pre-certified with the Office of Budget and Management, or has completed the Declaration of Material Assistance ("DMA") form certifying that the Vendor has not provided material assistance to any organization on the Terrorist Exclusion List, as that term is defined in R.C. 2909.21.

3.15 Safety and Security Rules

A. When accessing State networks and systems, the Vendor must comply with all applicable policies and regulations regarding data security and integrity that it has been made aware of. And when on any property owned or controlled by the State, the Vendor must comply with all security and safety rules applicable to people on those premises that it has been made aware of. The State publishes its primary security and

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Integrity policies at <http://www.olt.ohio.gov/IGD/Policy/OhioITPolicies.aspx>. Individual Subscribing Entities may have other policies and regulations.

B. The Vendor will have the right to terminate without liability or refuse any order where compliance with the policies is not commercially reasonable.

4 Appropriation and Certification of Funds

4.1 Appropriation of Funds.

The State of Ohio's funds are contingent upon the availability of lawful appropriations by the Ohio General Assembly. If the General Assembly fails at any time to continue funding for the payments or any other obligations due by the State under this Agreement, the State will be released from its obligations on the date funding expires. If a Subscribing Entity's funds are not subject to appropriation of the Ohio General Assembly or similar governmental body, this provision will not apply.

4.2 Certification of Funds

None of the rights, duties, or obligations in this Agreement will be binding on the State, and the Vendor will not begin its performance, until all the following conditions have been met: (a) all statutory provisions under the Code, including Section 126.07, have been met; (b) all necessary funds are made available by the appropriate state agencies; (c) if required, approval of this Agreement is given by the Controlling Board of Ohio; and (d) if the State is relying on Federal or third-party funds for this Agreement, the State gives the Vendor written notice that such funds have been made available.

5 Orders Requesting Service, Cancellation, or Modification

5.1 Service, Cancellation, or Modification.

A. All orders for Service as well as any cancellations, or modifications to an order must be made through the State's Technology (formerly Telecommunications) Service Request ("TSR") system or any replacement system in use by the State at the time an order for Service, cancellation or modification is requested and that the State has given the Vendor prior written notice regarding. Therefore the Vendor will notify the State when an order is received that was placed outside the TSR or similar system and the Vendor will not accept the order. If a Vendor accepts an order outside the TSR or similar system, the State may either withhold payment for the unverified order or request suspension of the Service occurring due to the unverified order without penalty to the State.

B. The Vendor agrees to keep Subscribing Entities' orders updated and current in the TSR System.

C. The Vendor is responsible for processing all orders, billing, payments, cancellations, and changes, and receiving and managing all Service calls. In this regard, the Vendor must act as the sole point of contact for all Services under this Agreement and any related Service Attachments for all Subscribing Entities. The Vendor may not require a Subscribing Entity to contact any of the Vendor's third-party

Terms and Conditions

suppliers/carriers or otherwise transact business directly with such suppliers/carriers for any Services ordered under this Agreement, and in all respects, the Vendor must maintain a single-point-of-contact business relationship with each Subscribing Entity for the Services ordered under this Agreement.

D. The Vendor shall have the right to accept or reject any new orders in its discretion and shall have the right to reject renewal orders, provided in the case of renewal orders that the Vendor provides at least 90 days before the end of the then current term.

5.2 eBonding

If available through the Vendor, the State may opt to generate service orders, conduct order status checks, report Service trouble, manage this Agreement and the Service Attachments and conduct other related transactions through the Vendor's eBonding system which will allow the State to automatically enter directly into the Vendor's proprietary system. Once the Vendor has eBonding capability, the Vendor must notify the State and provide access to the eBonding system.

6 Term

The current General Assembly cannot commit a future General Assembly to any expenditures. Therefore, this Agreement along with all Service Attachments will automatically expire at the end of the current biennium, which is June 30, 2009.

All existing orders under this Agreement expire with the expiration of the Agreement if the Agreement is not renewed.

6.1 Agreement - Renewal

The State may renew this Agreement in the next biennium by issuing written notice to the Vendor of the decision to do so. Renewals will be initiated by the State in writing at least thirty (30) days prior to the expiration of the then current term. This expiration and renewal procedure will also apply to the end of any subsequent biennium.

It is the intention of the State to renew this Agreement for several successive terms, but the State is not obligated to do so.

If the Agreement or any Service Attachment is not renewed at the end of a term, all orders there under will expire without further obligation of the State or the Subscribing Entity(ies), other than the Subscribing Entity(s) obligation to pay for all accrued and unpaid charges for Service, as outlined in the appropriate Service Attachment(s) through the effective date of such expiration. No Early Disconnection Charges will apply to such expiration.

6.2 Service Attachment(s) - Renewal

A. The State may renew the Service Attachments for the next biennium by issuing written notice to the Vendor of the decision to do so. Renewals will be initiated by the State at least thirty (30) days prior to the expiration of the then current term. This expiration and renewal procedure will also apply to any subsequent biennium.

Resolution

Number 22-0961

Adopted Date June 28, 2022

ACKNOWLEDGE PAYMENT OF BILLS

BE IT RESOLVED, to acknowledge payment of bills from 6/16/22, 6/21/22 and 6/23/22, as attached hereto and made a part hereof.

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

Mr. Grossmann – yea

Mr. Young - yea

Mrs. Jones – yea

Resolution adopted this 28th day of June 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/tao

cc: Auditor

Resolution

Number 22-0962

Adopted Date June 28, 2022

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

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

RELEASE

Bond Number	:	20-010 (W/S)
Development	:	Hudson Hills, Section 3, Block "D",
Developer	:	M/I Homes of Cincinnati, LLC
Township	:	Deerfield
Amount	:	\$27,658.97
Surety Company	:	Capitol Indemnity Corporation (ERL 1900453))

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

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

Resolution adopted this 28th day of June 2022.

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

Resolution

Number 22-0963

Adopted Date June 28, 2022

ACCEPT AN AMENDED CERTIFICATE, APPROVE AN OPERATIONAL TRANSFER AND REPAYMENT OF A CASH ADVANCE IN ORDER TO FINALIZE THE EDWARDSVILLE ROAD BRIDGE REHABILITATION PROJECT AND CLOSE FUND 4432

WHEREAS, an amended certificate, an operational transfer and a cash advance repayment are necessary for the Edwardsville Road Bridge Rehabilitation Project; and

NOW THEREFORE BE IT RESOLVED, to accept an amended certificate in the amount of (\$431,456.92) to reduce the anticipated revenues down to actual amounts received for the Edwardsville Road Bridge Rehabilitation Project; and

BE IT FURTHER RESOLVED, to approve the following operational transfer and cash advance repayment for the Engineer's Fund #4432 Edwardsville Road Bridge Rehabilitation Project; and

Operational Transfer

\$78,556.20	from	22023130 5997	(Operating Transfers Out)
	into	4432 49000	(Operating Transfers In)

Cash Advance Repayment

\$93,438.00	from	4432 45556	(Advances of Cash Out)
	into	2202 45555	(Advances of Cash In)

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

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

Resolution adopted this 28th day of June 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Amended Certificate file
Operational Transfer file
Cash Advance file
Engineer (file)

AMENDED OFFICIAL CERTIFICATE OF ESTIMATED RESOURCES

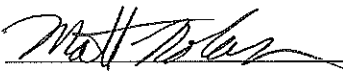
Rev. Code , Sec 5705.36

Office of Budget Commission, County of Warren, Lebanon, Ohio, June 23, 2022

To the TAXING AUTHORITY of Warren County Commissioners

The following is the amended certificate of estimated resources for the fiscal year beginning January 1st, 2022, as revised by the Budget Commission of said county, which shall govern the total of appropriations made at any time during such fiscal year.

FUND TYPE - Capital Projects	Jan. 1st, 2022	Taxes	Other Sources	Total
Edwardsville Rd Bridge	(\$64,866.22)		\$64,866.22	\$0.00
Fund 4432				
TOTAL	(\$64,866.22)	\$0.00	\$64,866.22	\$0.00

_____)
 _____)
)
 _____) Budget
 _____) Commission
 _____)

AMEND 22 06
 Fund 4432 -(431,456.92 Total
 4437 42602 -(421,505.12)
 4437 42900 -(9,951.80)
 (Total Revenues 153,217.08 less cash advance of 93,438.00 =59,779.08 plus 5,087.14 PY CF not used=64,866.22)

Resolution

Number 22-0964

Adopted Date June 28, 2022

ACCEPT AN AMENDED CERTIFICATE AND APPROVE SUPPLEMENTAL
APPROPRIATION WITHIN GAS ROTARY FUND #6650

BE IT RESOLVED, to accept an amended certificate in the amount of 300,000.00 and approve a supplemental appropriation within fund #6650 as follows:

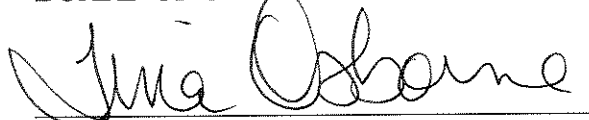
\$300,000.00 into 66501600-5210 (Gas Rotary Fund-Material & Supplies)

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

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

Resolution adopted this 28th day of June 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Supplemental App. file
Amended Certificate file
Facilities Management (file)

Resolution

Number 22-0965

Adopted Date June 28, 2022

APPROVE SUPPLEMENTAL APPROPRIATIONS INTO OHIOMEANSJOBS FUNDS #2254
AND #2258

BE IT RESOLVED, to approve the following supplemental appropriations:

\$500 into #22545800-5855 (Clothing & Personal Equipment)

\$500 into #22585800-5855 (Clothing & Personal Equipment)

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

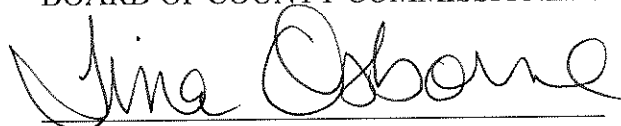
Mr. Grossmann – yea

Mr. Young - yea

Mrs. Jones – yea

Resolution adopted this 28th day of June 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Supplemental App. file
OhioMeansJobs (file)

Resolution

Number 22-0966

Adopted Date June 28, 2022

APPROVE SUPPLEMENTAL APPROPRIATIONS INTO BOARD OF ELECTIONS FUND
#11011300

WHEREAS, it is necessary to have appropriations in place to make purchases related to SB 9 funding and

NOW THEREFORE BE IT RESOLVED, to approve the following supplemental appropriations:

\$ 7,931.53	into	11011300-5320	(Cap Purchase)
\$ 252.74	into	11011300-5210	(Material & Supplies)
\$ 8,075.00	into	11011300-5400	(Purch Services)
\$ 1,859.00	into	11011300-5400	(Purch Services)
\$ 7,615.56	into	11011300-5114	(Overtime)
\$24,920.79	into	11011300-5111	(Part Time Employees)
\$ 4,299.91	into	11011300-5811	(PERS)
\$ 445.36	into	11011300-5871	(Medicare)

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

Mr. Grossmann – yea

Mr. Young - yea

Mrs. Jones – yea

Resolution adopted this 28th day of June 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/sm

cc: Auditor
Supplemental App. file
Board of Elections (file)

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 22-0967

Adopted Date June 28, 2022

APPROVE SUPPLEMENTAL APPROPRIATION INTO COMMON PLEAS COURT
COMMUNITY BASED CORRECTIONS 2284

BE IT RESOLVED, to approve the following supplemental appropriation:

\$ 35,000.00 into 22842911-5210 (Materials/Supplies)

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


Mr. Grossmann – yea

Mr. Young - yea

Mrs. Jones – yea

Resolution adopted this 28th day of June 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

Resolution

Number 22-0968

Adopted Date June 28, 2022

APPROVE APPROPRIATION ADJUSTMENT FROM COMMISSIONERS GENERAL FUND #11011110 INTO JUVENILE COURT FUND #11011240

BE IT RESOLVED, to approve the following appropriation adjustment from Commissioners Fund #11011110 into Juvenile Court Fund #11011240 in order to process vacation leave payouts for Stephanie Rogers and Doug McCandless former employees of the Juvenile Court:

\$2,055.00	from	#11011110-5882	(Commissioners - Vacation Leave Payout)
	into	#11011240-5882	(Juvenile Court - Vacation Leave Payout)

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

Mr. Grossmann – yea

Mr. Young - yea

Mrs. Jones – yea

Resolution adopted this 28th day of June 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Appropriation Adjustment file
Juvenile Court (file)
OMB

Resolution

Number 22-0969

Adopted Date June 28, 2022

APPROVE AN APPROPRIATION ADJUSTMENT WITHIN PROSECUTOR FUND
11011150

BE IT RESOLVED, to approve the following appropriation adjustment:

\$350.00 from #11011150-5400 (Genl Pros Purchased Services)
 into #11011150-5410 (Contracts BOCC Approved)

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

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

Resolution adopted this 28th day of June 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

MRB/

cc: Auditor
Appropriation Adjustment file
Prosecutor (file)

BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO

Resolution

Number 22-0970

Adopted Date June 28, 2022

APPROVE APPROPRIATION ADJUSTMENTS WITHIN BOARD OF ELECTIONS FUND
#11011300

BE IT RESOLVED, to approve the following appropriation adjustments:

\$31.00 from #11011300-5317 (Non Capital Purchases)
 into #11011300-5320 (Capital Purchases)

\$1,200.00 from #11011300-5102 (Regular Salaries)
 into #11011300-5840 (Unemployment)

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

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

Resolution adopted this 28th day of June 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Appropriation Adj. file
Board of Elections (file)

Resolution

Number 22-0971

Adopted Date June 28, 2022

APPROVE APPROPRIATION ADJUSTMENT FROM TELECOMMUNICATIONS
DEPARTMENT FUND #11012812 INTO 11012810

BE IT RESOLVED, to approve the following appropriation adjustment:

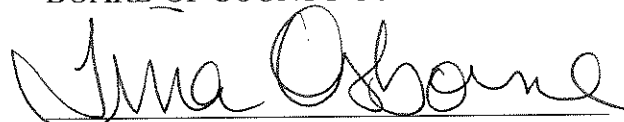
\$800.00	from	#11012812-5400	(TEL Data Purchased Services)
	into	#11012810-5855	(TEL Clothing/Personal Equip)

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

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

Resolution adopted this 28th day of June 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Appropriation Adj. file
Telecom (file)

Resolution

Number 22-0972

Adopted Date June 28, 2022

APPROVE APPROPRIATION ADJUSTMENT WITHIN TELECOMMUNICATIONS
DEPARTMENT FUND #4492

BE IT RESOLVED, to approve the following appropriation adjustment:

\$600,000.00	from	#44923814-5320	(Capital Purchases)
	into	#44923814-5370	(Software Non Data Board)

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

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

Resolution adopted this 28th day of June 2022.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor
Appropriation Adj. file
Telecom (file)

Resolution

Number 22-0973

Adopted Date June 28, 2022

APPROVE APPROPRIATION ADJUSTMENT WITHIN COUNTY COURT FUND 2283

BE IT RESOLVED, to approve the following appropriation adjustment within County Court Fund 2283

\$ 87,995.88	from	#22831280-5400	(Purchased Services)
	into	#22831280-5331	(Data Apr Capital Reg Off)

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

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

Resolution adopted this 28th day of June 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

Resolution

Number 22-0974

Adopted Date June 28, 2022

APPROVE REQUISITIONS AND AUTHORIZE COUNTY ADMINISTRATOR TO SIGN DOCUMENTS RELATIVE THERETO

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

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

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

Resolution adopted this 28th day of June 2022.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

/tao

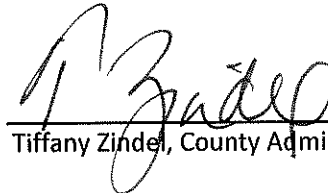
cc:

Commissioners' file

REQUISITIONS

Department	Vendor Name	Description	Amount
ENG	REQ BLANKET VENDOR	ENG. TEMP ENTRANCE AND WORK AG	\$ 1.00
ENG	AMERICAN TOWER CORP	ENG.PERM STANDARD HWY EASEMENT	\$ 16,730.00
TEL	CDW LLC	TEL CDW CISCO CATALYST SWITCHE	\$ 12,615.33

6/28/2022 APPROVED:



Tiffany Zindel, County Administrator