

Resolution

Number 21-0683

Adopted Date May 25, 2021

DESIGNATE FAMILY AND MEDICAL LEAVE OF ABSENCE TO TERRY FINAMORE,
WITHIN THE JOB AND FAMILY SERVICES, HUMAN SERVICES DIVISION

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


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

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

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

Resolution adopted this 25th day of May 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Telecom (file)
T. Finamore's FMLA file
OMB – Sue Spencer

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

Resolution

Number 21-0684

Adopted Date May 25, 2021

**AMEND SECTION 4.13: USE OF COUNTY CREDIT CARD POLICY WITHIN THE
PERSONNEL POLICY MANUAL**

WHEREAS, it is the desire of this Board to update section 4.13; Use of County Credit Card Policy to add expenses for Adult Protective Services clients for temporary lodging as a credit card use; and

NOW THEREFORE BE IT RESOLVED, to amend section 4.13 Use of county Credit Card Policy within the Personnel Policy Manual, as attached hereto and made a part hereof; and

BE IT FURTHER RESOLVED, that said amendments will become effective immediately.

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

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

Resolution adopted this 25th day of May 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Garage
Facilities Management
Water/Sewer
Commissioners
Telecommunications
Grants Admin.
Building & Zoning
Clerk of Courts
Treasurer
Auditor
Veterans
Coroner
Engineer
Personnel Policy file
CSEA
OhioMeansJobs
Solid Waste
Emergency Services
County Court
Dog and Kennel
Children Services
Recorder
Information Technology
Economic Development
Human Services
OMB (file)
Soil & Water

POLICY 4.13: USAGE OF COUNTY CREDIT CARDS

The use of credit cards such as Visa, MasterCard, Discovery, etc are governed by ORC 301.27, require Board of Commissioners approval, and are for specific and limited categories of work-related expenses listed below. A County credit card is defined to include gasoline and telephone credit cards but excludes procurement cards.

No County credit card may be issued to any Appointing Authority prior to requesting authorization to the Board of County Commissioners. Said written request shall provide details in terms of whom (department authorized users) the card is to be issued to and the limit associated with the credit card request. Should a credit card be issued and used for more than the amount authorized by the Board of Commissioners, or appropriated for such purpose, the Elected Official, Agency or Department Head may be personally liable to the extent the authorized amount is exceeded. At the request of the Elected Official, Agency or Department Head, the Board of Commissioners may authorize the additional expenditure based on the County Auditor's certification of available funds.

The Credit Card may be used for:

1. Food Expenses;
2. Transportation Expenses;
3. Gasoline and Oil Expenses;
4. Motor vehicle repair and maintenance expenses;
5. Telephone Expenses;
6. Webinar Expenses;
7. Lodgings Expenses;
8. Internet service provider expenses;
9. Expenses for children being provided temporary emergency care by the Children Services Agency
- 10. Expenses for Adult Protective Services clients being provided temporary lodging by Human Services Agency.**
11. Expenses for purchases of automatic or electronic data processing or recordkeeping equipment, software, or services as permitted under the rules of the Data Board and in compliance with the Ohio Revised Code Sections 307.84. The expenses paid by credit card under this provision may not exceed \$10,000 per quarter, unless the Board of Commissioners adopt a resolution approving payment by credit cards of higher amounts during that time period.

Any rewards/points earned by using a County issued credit card would be the property of the County and not the individual using the card.

The debt incurred from the usage of a County credit card is to be paid from funds appropriated, in the respective Elective Official, Department or Agency budget, for said purchase.

Authorized users of credit cards shall submit detailed credit cards receipts and documentation to their department fiscal official to support the credit card statement. Failure to provide said documentation may result in personal liability for the credit card charges as well as disciplinary action.

In addition, late fees and/or finance charges are not allowable expenses, unless authorized by the Board of Commissioners.

Annually, all Elected Officials, Agency and Department Heads must provide written notification to the Board of Commissioners, stating what cards are in their (departments) possession, to whom they are issued and the associated credit limit. Any unused cards or discontinued cards must be destroyed.

All appointing authorities authorized to obtain a credit card are responsible for their use or misuse. An appointing authority suspecting misuse shall notify the Warren County Auditor and the Warren County Commissioners immediately.

Updated: 5/25/21

Resolution

Number 21-0685

Adopted Date May 25, 2021

**AUTHORIZE THE ISSUANCE OF A COUNTY CREDIT CARD FOR USE BY THE
WARREN COUNTY DEPARTMENT OF JOBS AND FAMILY SERVICES – HUMAN
SERVICES DIVISION**

WHEREAS, Ohio Revised Code § 301.27 authorizes the office of a county appointing authority to use a credit card to pay work related expenses including: food expenses; transportation expenses; gasoline and oil expenses; motor vehicle repair and maintenance expenses; telephone expenses; lodging expenses; and, internet service provider expenses; and

WHEREAS, in order for the office of a county appointing authority to obtain a credit card, the county appointing authority must apply to the board of county commissioners for authorization to have an officer or employee of the appointing authority use a credit card held by the appointing authority, and such authorization request must state whether the card is to be issued only in the name of the office of the appointing authority or whether the issued card also shall include the name of a specified officer or employee; and

WHEREAS, the debt incurred as a result of use of the credit card shall be paid from monies appropriated to specific appropriation line items of the appointing authority for the aforementioned work-related expenses; and

WHEREAS, in accordance with Ohio Revised Code § 301.27 (E) (2), the board of county commissioners may adopt a resolution authorizing an officer or employee of an appointing authority to use a county credit card to pay specific classes of the aforementioned work-related expenses without submitting an estimate of those expenses to the board of county commissioners; and

WHEREAS, prior to adopting a resolution authorizing the use of a county credit card, the board of county commissioners are required to notify the county auditor; and

WHEREAS, the Warren County Board of Commissioners, who is a County Appointing Authority, has requested a county credit card to be issued in the name of the Warren County Department of Jobs and Family Services – Human Services Division and authorization for use by **Lauren Cavanaugh (Director), Arlene Byrd (Deputy Director), Kimberly Frick (APS), Brenda (Gail) Everett (APS), Stacey Newdigate (Fiscal), and James Ryan (MIS Specialist II)** to pay work related expenses including expenses for transportation and lodging expenses due to having to incur such expenses from time to time for employees, victims and witnesses, and the vendors of such services only accept a credit card to make reservations for the same; and

WHEREAS, upon receipt of the request from Warren County Department of Jobs and Family Services – Human Services Division, the Clerk sent notice of the request to the County Auditor; and

RESOLUTION # 0685

May 25, 2021

PAGE 2

NOW THEREFORE BE IT RESOLVED, this Board does hereby authorize the issuance of a county credit card to the Warren County Department of Jobs and Family Services – Human Services Division and this Board does hereby authorize its use by **Lauren Cavanaugh (Director), Arlene Byrd (Deputy Director), Kimberly Frick (APS), Brenda (Gail) Everett (APS), Stacey Newdigate (Fiscal), and James Ryan (MIS Specialist II);** and

BE IT FURTHER RESOLVED, that the said credit card shall be used to pay any work related expenses allowed under Ohio Revised Code § 301.27 and may be done so without submitting an estimate of those expenses to this Board; and

BE IT FURTHER RESOLVED, that the debt incurred as a result of use of the credit card shall be paid from monies appropriated to specific appropriation line items of the department for the specific work-related expenses.

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

Mr. Young – yea

Mrs. Jones – yea

Mr. Grossmann – yea

Resolution adopted this 25th day of May 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

/to

cc: Auditor ✓
Human Services (file)

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

Resolution

Number 21-0686

Adopted Date May 25, 2021

CANCEL REGULARLY SCHEDULED COMMISSIONERS' MEETING OF THURSDAY
MAY 27, 2021

BE IT RESOLVED, to cancel the regularly scheduled Commissioners' Meeting of Thursday, May 27, 2021.

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

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

Resolution adopted this 25th day of May 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/tao

cc: Auditor
Commissioners file
Press

Resolution

Number 21-0687

Adopted Date May 25, 2021

SET PUBLIC HEARING FOR THE REZONING APPLICATION OF GEORGE FARM LAND LLC TO REZONE 49.006 ACRES FROM SINGLE FAMILY RESIDENTIAL (1-ACRE DENSITY) "R1B" TO LIGHT INDUSTRIAL MANUFACTURING "I1" IN TURTLECREEK TOWNSHIP

WHEREAS, this Board is in receipt of the rezoning application (Case #2021-03) of George Farm Land LLC, owners of record, to consider the rezoning of 49.006 acres located at 1207 US Route 42 South in Turtlecreek Township from Single Family Residential (1-acre density) "R1B" to Light Industrial Manufacturing "I1"; and

NOW THEREFORE BE IT RESOLVED, to set the public hearing to consider the rezoning application of George Farm Land LLC, to consider the rezoning of 49.006 acres located at 1207 US Route 42 South in Turtlecreek Township from Single Family Residential (1-acre density) "R1B" to Light Industrial Manufacturing "I1"; said public hearing to be held June 15, 2021, at 9:15 a.m. in the Commissioners' Meeting Room; and

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

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

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

Resolution adopted this 25th day of May 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: RPC
RZC
Rezoning file
Applicant
Township Trustees

Resolution

Number 21-0688

Adopted Date May 25, 2021

SET PUBLIC HEARING FOR THE REZONING APPLICATION OF WILSON FARM DEVELOPMENT II LLC TO REZONE 4.5317 ACRES FROM SINGLE FAMILY RESIDENTIAL (1-ACRE DENSITY) "R1B" TO MULTI-FAMILY RESIDENTIAL (1/4-ACRE DENSITY) "R3" PUD IN FRANKLIN TOWNSHIP

WHEREAS, this Board is in receipt of the rezoning application (Case #2021-04) of Wilson Farm Development II LLC, owners of record, to consider the rezoning of 4.5317 acres located at 4365 Robinson Vail Road and Jenny Marie Drive in Franklin Township from Single Family Residential (1-acre density) "R1B" to Multi-Family Residential (1/4 acre density) R3 with a Planned Unit Development; and

NOW THEREFORE BE IT RESOLVED, to set the public hearing to consider the rezoning application of Wilson Farm Development II LLC, owners of record, to consider the rezoning of 4.5317 acres from Single Family Residential (1-acre density) "R1B" to Multi-Family Residential (1/4-acre density) R3 with a Planned Unit Development; said public hearing to be held June 15, 2021, at 9:30 a.m. in the Commissioners' Meeting Room; and

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

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

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

Resolution adopted this 25th day of May 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: RPC
RZC
Rezoning file
Applicant
Township Trustees

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

Resolution

Number 21-0689

Adopted Date May 25, 2021

APPROVE AND AUTHORIZE WARREN COUNTY TRANSIT SERVICE PROGRAM MANAGER TO APPLY WITH THE OHIO DEPARTMENT OF TRANSPORTATION FOR SFY 2022 URBAN TRANSIT PROGRAM

WHEREAS, the State of Ohio through its SFY 2022 programs has made available funds to assist public transportation systems in Ohio; and

WHEREAS, the Warren County Transit Service is the transit operator for Warren County Board of Commissioners, in Warren County, Ohio; and

WHEREAS, Warren County Transit is presently providing transit service and observing all federal and state rules regarding these programs; and

NOW THEREFORE BE IT RESOLVED, that the Warren County Transit Service Program Manager is hereby authorized to file applications and execute contracts for the SFY 2022 Urban Transit Program on behalf of the Warren County Transit Service; and

BE IT FURTHER RESOLVED that Warren County Transit Service Program Manager is authorized to furnish such additional information as the Ohio Department of Transportation may require in connection with these applications; and

BE IT FURTHER RESOLVED, in the event funding is not available from the Ohio Department of Transportation, the Warren County Board of Commissioners has no further obligation to fund this project.

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

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

Resolution adopted this 25th day of May 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/sm

cc: C/A—ODOT
Transit (file)
ODOT

Warren County Office of Grants Administration

406 Justice Drive, Room 251
Lebanon, Ohio 45036
(513) 695-1259
(513) 695-1210
FAX (513) 695-2980

May 25, 2021

Mr. Charles Dyer, Administrator
Ohio Department of Transportation
Office of Transit, Mail Stop 3110
1980 West Broad Street
Columbus, Ohio 43223

Dear Mr. Dyer:

RE: SFY2022 URBAN TRANSIT PROGRAM (UTP)

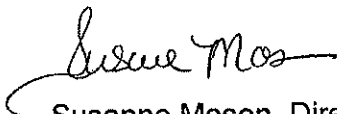
The **Warren County Board of Commissioners** hereby applies for **\$123,147** in formula funds under the SFY2022 Urban Transit Program.

The following items are enclosed:

1. A copy of a resolution from our governing body authorizing the submittal of this application.
2. A final or draft summary of the agency CY2021 capital and operating budget.
3. The Standard State Assurances.
4. A copy of the last Federal Transit Administration triennial review report and the closeout letter from FTA.
5. (If applicable) A copy of a purchase order and/or board authorization to purchase for each capital item except capitalized maintenance, complementary paratransit service, and capital cost of contracting projects.

If you have any questions or need further information, please contact Susanne Mason at 513-695-1210

Respectfully,



Susanne Mason, Director

Enclosures

STANDARD STATE ASSURANCES

Pursuant to the Urban Transit Program Criteria for FY 2022, the undersigned Warren County Board of County Commissioners hereby assures the Ohio Department of Transportation (ODOT) that:

1. The grant funds will be used to provide all or part of the funding for the eligible project as described in Schedule A of the application.
2. The grant funds will be used for public transportation services provided by the undersigned or a pass-through recipient with its own equipment and facilities or by a project contractor.
3. The Ohio-Kentucky-Indiana (OKI) Regional Council of Governments has included or will include the eligible project(s) in the Statewide Transportation Improvement Program and the Transportation Improvement Program for the Cincinnati Urbanized Area.
4. Warren County Transit Service will provide information required by OKI including but not limited to the annual Unified Planning Work Program, Transportation Improvement Program, and the Statewide Transportation Improvement Program,
5. The undersigned will comply with all Federal and State of Ohio laws, rules, executive orders and other legal requirements as they apply to public transportation.
6. The undersigned will submit to ODOT a copy of:
 - a. All planning support documents, including but not limited to a transit development plan, the transit asset management plan, the short-range transit plan, and long-range transit plans at the time they are finalized;
 - b. The BlackCat Financials data no later than June 15;
 - c. The BlackCat Statistics data by June 15;
 - d. A copy of the final FTA triennial review report with closeout letter; and
 - e. All other information ODOT requests.

By: 
(Signature of Authorized Official)

President, Board of County Commissioners

Date: 5-25-21



OHIO DEPARTMENT OF TRANSPORTATION

Submitter Information

Submitter of UTP Application *

Susanne Mason
First Name Last Name

Submitter Email *

masosu@co.warren.oh.us

Submitter Phone *

(613) 695-1210

Transit Agency Information

Grantee *

Warren County Commissioners
This is the agency or organization name on the contract.

DBA - Doing Business As (optional)

Warren County Transit Service
Use DBA if not the same as the grantee agency.

Authorizing Official *

David Young
First Name Last Name

Authorizing Official's Title *

Board of County Commissioners President
Who is authorized to sign the contract?

Authorizing Official's Email *

david.young@co.warren.oh.us
Needed to sign the contract electronically

Agency Address *

406 Justice Drive
Address Line 1

Lebanon	Ohio	450
city	state	ZIP Code

Proposed Service Changes*

We are looking into the feasibility of expanding operation hours.

Please describe route, service hours, or fare changes and the expected implementation dates. If no changes are expected for calendar year 2020, type "None".

State UTP Allocation Amount*

\$ 123147

Project Description and Cost

Project Description*

Warren County Transit seeks UTP funds for operating its demand response service

Total Project Cost*

\$ 123147

Federal Amount (if applicable)

\$

State Amount*

\$ 123147

Local Share (if applicable)

\$

Is this project matching a federal grant?*

- Yes
- No

FTA ALI Code*


300-00

Project Milestones

Period of performance beginning date*

Jan ▾ 01 ▾ 2022 ▾ 

Period of performance ending date*

Dec ▾ 31 ▾ 2022 ▾ 

IFB or RFP Date (if applicable)

▾ ▾ ▾ 

Award Date (if applicable)

▾ ▾ ▾ 

The date when a contract was executed for the project between the transit agency and the vendor or contractor.

First Vehicle Delivery Date (if applicable)

▾ ▾ ▾ 

Last Vehicle Delivery Date (if applicable)

▾ ▾ ▾ 

STIP/UTP Information

MPO*

OKI

MPO Contact*

Andy Reser

Will this project need a STIP amendment or administrative modification?*

- STIP Amendment
- Administrative Modification
- This project is in the STIP and does not need a STIP amendment, nor does it need an administrative modification.

PID Number*

Assign

If a PID number is not assigned for this project in SFY2022, enter "Assign". State funds matching federal must be assigned to the PID with the federal funds. State only projects will be assigned a group PID for all SFY2022 UTP projects.

Resolution

Number 21-0690

Adopted Date May 25, 2021

AUTHORIZE THE FILING OF APPLICATIONS WITH THE FEDERAL TRANSIT ADMINISTRATION FOR AMERICAN RESCUE PLAN OF 2021 FUNDS FOR WARREN COUNTY TRANSIT SERVICE

WHEREAS, Warren County is eligible to apply for funding to the Federal Transit Administration for funding from the American Rescue Plan; and

WHEREAS, the Warren County Transit Service is the transit operator for Warren County Board of County Commissioners; and

WHEREAS, the Warren County Transit Service is presently providing transit service and observing all federal and state rules regarding these programs; and

NOW THEREFORE BE IT RESOLVED, that Warren County Office of Grants Administration is hereby authorized to file an application and execute contracts for two million dollars with the Federal Transit Administration for funding from the American Rescue Plan

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

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

Resolution adopted this 25th day of May 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/sm

cc: OGA (file)
Transit (file)

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

Resolution

Number 21-0691

Adopted Date May 25, 2021

APPROVE AND AUTHORIZE THE DOMESTIC RELATIONS JUDGE TO SIGN A GRANT AWARD AGREEMENT ON BEHALF OF WARREN COUNTY COURT OF COMMON PLEAS, DOMESTIC RELATIONS DIVISION

BE IT RESOLVED, to approve and authorize the Domestic Relations Judge to sign a Technology Grant Agreement (Application # 926) for \$12,674.95, on behalf of Warren County Common Pleas Court, Domestic Relations Division, as set forth by the Supreme Court of Ohio, as attached hereto and made a part hereof; and

BE IT FURTHER RESOLVED, in the event funding is not available from State of Ohio Office of Criminal Justice Services, the Warren County Board of Commissioners has no further obligation to fund this project.

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

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

Resolution adopted this 25th day of May 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

sm/

cc: c/a – Ohio Supreme Court
OGA
Auditor's Office – Brenda Quillen
Domestic Relations (file)

The Supreme Court of Ohio

65 SOUTH FRONT STREET, COLUMBUS, OH 43215-3431

CHIEF JUSTICE
MAUREEN O'CONNOR

CHIEF JUSTICE
MAUREEN O'CONNOR

JUSTICES
SHARON L. KENNEDY
PATRICK F. FISCHER
R. PATRICK DEWINE
MICHAEL P. DONNELLY
MELODY J. STEWART
JENNIFER BRUNNER

TELEPHONE 614.387.9060
FACSIMILE 614.387.9069
supremecourt.ohio.gov

May 19, 2021

Judge Jeffrey T. Kirby
Warren County Court of Common Pleas, Domestic Relations Division
500 Justice Drive
Lebanon, Ohio 45036

Dear Judge Kirby:

Congratulations! On behalf of the Supreme Court of Ohio, we are pleased to offer a Technology Grant Fund award in the amount of \$12,674.95 to the Warren County Court of Common Pleas, Domestic Relations Division, grant application #926.

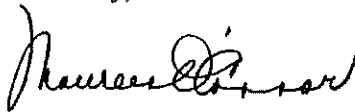
Funds for this grant are made available under the Ohio Courts Technology Initiative established to facilitate the exchange of information and warehousing of data by and between Ohio courts and other justice system partners, to deliver technology goods and services to courts, operate the Commission on Technology and the Courts, and to aid in the orderly adoption and comprehensive use of technology in Ohio courts.

To accept this award, please read, sign, and return the attached Technology Grant Fund Award agreement by email to techgrant@sc.ohio.gov, within two weeks from receipt of this letter. Funds will be distributed following the receipt of the fully executed agreement.

If your court declines to accept the grant award, immediately notify the Supreme Court of Ohio in writing at the same email address.

Once again, congratulations. We look forward to learning about the impact this grant has on the court and the people you serve. Questions regarding the agreement should be directed to Linda Flickinger, Grant Administrator, at techgrant@sc.ohio.gov or 614.387.9522.

Sincerely,



Maureen O'Connor, Chief Justice

The Supreme Court of Ohio

GRANT AWARD AGREEMENT

By this Grant Award Agreement (“Agreement”), entered into by and between the Supreme Court of Ohio (“Court”) and Warren County Court of Common Pleas, Domestic Relations Division (“Recipient”), both parties agree as follows:

Section 1: Purpose

The purpose of this Agreement is to set out the parties’ duties and responsibilities for the Technology Grant Fund Project (“Project”). The Project shall be implemented pursuant to Recipient’s application number 926 (“Application”), in response to the *2021 Technology Grant Fund Opportunity/Request for Grant Applications* (“Request”). A copy of the Application and Request are attached at Appendices A and B and are incorporated as though fully rewritten herein, but only to the extent they do not conflict with the terms of this Agreement.

Section 2: Responsibilities of the Court

The Court shall pay Recipient \$12,674.95 to complete the Project pursuant to the terms and conditions of this Agreement. The Court will issue payment within thirty days after the Agreement’s effective date.

Section 3: Responsibilities of Recipient

- A. Recipient shall implement and maintain the Project pursuant to the terms and conditions of this Agreement.
- B. Recipient shall confirm purchases made with Project grant funds by providing proof of final payment to the Court no later than June 30, 2022, or 30 days after receipt of funds, whichever occurs later. Recipient agrees to provide photographs of the Project if requested by the Court.
- C. Recipient shall ensure that all equipment, software, or materials purchased for the Project are and remain Recipient’s property unless the Court is notified and gives express written consent to the sale, donation, or other disposal of the equipment, software, or materials. The Court maintains a right of first refusal. If the Court owns any equipment, software, or materials purchased for the Project, the Court will transfer ownership of it to Recipient at the conclusion of the grant.
- D. Recipient shall maintain adequate supporting records that are consistent with generally accepted accounting practices and Recipient’s purchasing policies and practices.
- E. Recipient shall provide the Court with an audit report conducted in accordance with generally-accepted accounting practices. The audit report shall be provided within six months following the close of Recipient’s fiscal year during the term of this Agreement. If an audit report

is not available for Recipient through its local governing authority, the Court may require the audit be completed by a certified public accountant, the costs of which may not be charged to the grant. A copy of the Court's Guidelines for Audit of Grant Award Funds is attached at Appendix C.

F. Recipient shall allow the Court and its authorized representatives access to all records kept pursuant to this Project for the purpose of any audit and examination relative to this Agreement.

G. The Court reserves the right to request the reimbursement of all distributed Project grant funds if Recipient fails to comply with this Agreement.

Section 4: Use of Grant Funds

A. Recipient agrees that there shall be no substantial variance from its use of grant funds as submitted in its Application and approved by the Court without the Court's prior written approval.

B. Project grant funds shall be expended only for one-time costs, with any resulting maintenance or ongoing support costs being Recipient's responsibility.

C. Recipient agrees to notify the Court if Recipient encounters difficulties in the performance of or is unable to proceed with the grant activities. Under these conditions, the Court may terminate the grant and require the return of unexpended funds.

D. Recipient agrees that any grant funds not spent or committed for the grant activities shall be returned to the Court within 60 days of this Agreement's expiration.

E. Project grant funds shall not be expended to support any political campaign; attempt to affect the political opinion of the general public or any segment thereof; or to communicate with any member or employee of Recipient who may participate in the formulation of legislation, other than through making available the results of nonpartisan analysis, study, and research.

F. Recipient agrees that grant funds shall not be comingled with other funds and any interest earned on grant funds shall be accounted for separately.

Section 5: Payment Process

A. The Court will distribute Project grant funds to Recipient in advance and on a one-time basis. The funds shall be used to purchase items as quoted in the Application.

B. Project grant funds shall not be made for an expense unless it is specified in this Agreement or has been approved in advance by the Court.

C. Project grant funds shall be disbursed following receipt of the executed Agreement.

Section 6: Copyright and Rights to Use

The Court and any person, agency, or instrumentality assisting in the work performed under this Agreement shall have unrestricted authority to reproduce, distribute, and use, in whole or in part, any submitted report, data, or material and any other copyrighted material incorporated therein. No report, document, or other material produced, in whole or in part, with the grant funds shall be subject to copyright in the United States or any other country. Recipient shall relinquish any and all copyrights and privileges to the evaluation model, data collection process, and data developed under this Agreement, and any other copyrighted material incorporated therein.

Section 7: Public Records

Recipient understands this Agreement and all documents contained in or incorporated into it are presumed to be public records. The Court is required to allow the public to inspect and obtain copies of public records in accordance with Rules 44 through 47 of the Ohio Rules of Superintendence.

Section 8: Effective Date, Default, and Termination

A. This Agreement shall be effective from the date of the last signature below through May 31, 2022.

B. Except as provided in Section 9 of this Agreement, Recipient defaults under this Agreement if (1) Recipient fails to timely perform or observe any of its obligations under this Agreement, or (2) Recipient withdraws from the Project and does not remedy the failure or withdrawal within five business days of the Court's written notice of default.

C. Except as provided in Section 9 of this Agreement, if the Court terminates this Agreement, the Court shall be responsible for reimbursing Recipient for all expenses incurred by Recipient prior to the date on which Recipient receives written notice of termination. Such written notice of termination may be sent by email.

Section 9: Force Majeure

A. As used in this section, "force majeure" means acts of God, such as lightning, earthquakes, fires, storms, hurricanes, tornadoes, floods, washouts, droughts, and any other severe weather or natural calamity; epidemics, pandemics, restraint of government and people, explosions, war, strikes, and other like events; or any other cause that could not be reasonably foreseen in the exercise of ordinary care and that is beyond the reasonable control of the party.

B. If either party is delayed in or prevented from performing or observing any of its obligations under this Agreement, other than a payment obligation, because of force majeure, the following shall apply:

1. If delayed, the time for performance or observance of the obligation shall be extended for a period equal to the time lost because of the force majeure event;

2. If prevented, the party shall be excused from performing or observing the obligation, to the extent the party took all commercially reasonable steps to mitigate or avoid the effects of the force majeure event.

C. A party that is delayed in or prevented from performing or observing any of its obligations under this Agreement because of force majeure shall provide the other party with prompt written notice.

Section 10: Change or Modification

A. This Agreement and all materials incorporated by reference herein constitute the parties' understanding. Where there is a conflict between the terms of this Agreement and the incorporated documents, this Agreement shall control.

B. Any changes or modifications to the Agreement that might affect the Project as originally proposed shall be submitted to the Court, in writing, for prior approval. Proposed changes shall be reviewed under the same considerations, policies, and goals as the original Request. All changes and modifications shall be in writing, signed by the parties, and appended to this Agreement.

Section 11: Construction

This Agreement shall be construed and interpreted and the parties' rights determined in accordance with the laws of the State of Ohio.

Section 12: Forum and Venue

All actions arising out of this Agreement shall be instituted in a court of competent subject-matter jurisdiction in Franklin County, Ohio.

Section 13: Severability

Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. However, if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of this Agreement.

Section 14: Responsibility for Claims

A. Recipient agrees to be responsible for any injury or damage occurring during performance of activities under this Agreement to the extent such injury or damage is caused by Recipient's negligence or willful misconduct.

B. Neither the Court nor Recipient shall be responsible for injury or damage caused by third parties. By operation of Ohio law, the Court and Recipient cannot and therefore do not indemnify the other party in any way.

Section 15: Certification of Funds

The Court represents that it has adequate funding available to reimburse Recipient under this Agreement. However, the Court may terminate this Agreement if its appropriations or other revenues are reduced or, if applicable, the grant funds used to support this Project are reduced or terminated. The Court has made no promises of funding to Recipient except for the amount specified by this Agreement, and the award of this grant does not constitute a promise of future funding to Recipient.

Section 16: Dispute Resolution

The parties recognize that litigation is an expensive, resource-consuming process for resolving business disputes. Therefore, the parties agree that any controversy or dispute arising out of or relating to this Agreement, or any breach of this Agreement, they shall attempt in good faith to settle the dispute expeditiously through mediation within thirty days. The parties shall attempt to mutually agree to the mediator.

Section 17: Applicable Court Policies

In the work performed under this Agreement, Recipient agrees to comply with the Court's policies on Equal Employment Opportunity (Adm. P. 5), Alcohol and Drug Free Workplace (Adm. P. 22(A) to (C)), Weapons and Violence-Free Workplace (Adm. P. 23), and Discrimination and Sexual Harassment (Adm. P. 24(A)). Copies are attached at Appendix D.

Section 18: Assignment

Recipient may not assign any rights, duties, or obligations described in this Agreement without the Court's written approval.

Section 19: Copies of Agreement

This Agreement may be executed by electronic signature and in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same Agreement.

Section 20: Contacts

The Court's contact with regard to this Agreement is:

Linda Flickinger, Grant Administrator
The Supreme Court of Ohio
65 South Front Street
Columbus, Ohio 43215
614.387.9522
Linda.Flickinger@sc.ohio.gov

The Recipient's contact with regard to this Agreement is:

Mary Ellen Steele, Court Administrator
Warren County Court of Common Pleas, Domestic Relations Division
500 Justice Drive
Lebanon, Ohio 45036
513.695.2586
Mary.Steele@co.warren.oh.us

The parties have executed this Agreement as of the date(s) noted below.

THE SUPREME COURT OF OHIO

**Warren County Court of Common Pleas,
Domestic Relations Division**

Stephanie E. Hess 05.18.21

Stephanie E. Hess, Esq. Date
Interim Administrative Director

Jeffrey T. Kirby 5-21-21

Jeffrey T. Kirby Date
Administrative Judge

APPROVED AS TO FORM
Kathryn M. Horvath

Kathryn M. Horvath
Asst. Prosecuting Attorney

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

Resolution

Number 21-0692

Adopted Date May 25, 2021

APPROVE AND AUTHORIZE THE DOMESTIC RELATIONS JUDGE TO SIGN A GRANT AWARD AGREEMENT ON BEHALF OF WARREN COUNTY COURT OF COMMON PLEAS, DOMESTIC RELATIONS DIVISION

BE IT RESOLVED, to approve and authorize the Domestic Relations Judge to sign a Technology Grant Agreement (Application # 925) for \$32,173.22, on behalf of Warren County Common Pleas Court, Domestic Relations Division, as set forth by the Supreme Court of Ohio, as attached hereto and made a part hereof; and

BE IT FURTHER RESOLVED, in the event funding is not available from State of Ohio Office of Criminal Justice Services, the Warren County Board of Commissioners has no further obligation to fund this project.

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

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

Resolution adopted this 25th day of May 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

sm/

cc: c/a – Ohio Supreme Court
OGA
Auditor's Office – Brenda Quillen
Domestic Relations (file)

The Supreme Court of Ohio

65 SOUTH FRONT STREET, COLUMBUS, OH 43215-3431

CHIEF JUSTICE
MAUREEN O'CONNOR

CHIEF JUSTICE
MAUREEN O'CONNOR

JUSTICES
SHARON L. KENNEDY
PATRICK F. FISCHER
R. PATRICK DEWINE
MICHAEL P. DONNELLY
MELODY J. STEWART
JENNIFER BRUNNER

TELEPHONE 614.387.9060
FACSIMILE 614.387.9069
supremecourt.ohio.gov

May 19, 2021

Judge Jeffrey T. Kirby
Warren County Court of Common Pleas, Domestic Relations Division
500 Justice Drive
Lebanon, Ohio 45036

Dear Judge Kirby:

Congratulations! On behalf of the Supreme Court of Ohio, we are pleased to offer a Technology Grant Fund award in the amount of \$32,173.22 to the Warren County Court of Common Pleas, Domestic Relations Division, grant application #925.

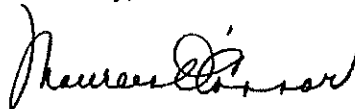
Funds for this grant are made available under the Ohio Courts Technology Initiative established to facilitate the exchange of information and warehousing of data by and between Ohio courts and other justice system partners, to deliver technology goods and services to courts, operate the Commission on Technology and the Courts, and to aid in the orderly adoption and comprehensive use of technology in Ohio courts.

To accept this award, please read, sign, and return the attached Technology Grant Fund Award agreement by email to techgrant@sc.ohio.gov, within two weeks from receipt of this letter. Funds will be distributed following the receipt of the fully executed agreement.

If your court declines to accept the grant award, immediately notify the Supreme Court of Ohio in writing at the same email address.

Once again, congratulations. We look forward to learning about the impact this grant has on the court and the people you serve. Questions regarding the agreement should be directed to Linda Flickinger, Grant Administrator, at techgrant@sc.ohio.gov or 614.387.9522.

Sincerely,



Maureen O'Connor, Chief Justice

The Supreme Court of Ohio

GRANT AWARD AGREEMENT

By this Grant Award Agreement (“Agreement”), entered into by and between the Supreme Court of Ohio (“Court”) and Warren County Court of Common Pleas, Domestic Relations Division (“Recipient”), both parties agree as follows:

Section 1: Purpose

The purpose of this Agreement is to set out the parties’ duties and responsibilities for the Technology Grant Fund Project (“Project”). The Project shall be implemented pursuant to Recipient’s application number 925 (“Application”), in response to the *2021 Technology Grant Fund Opportunity/Request for Grant Applications* (“Request”). A copy of the Application and Request are attached at Appendices A and B and are incorporated as though fully rewritten herein, but only to the extent they do not conflict with the terms of this Agreement.

Section 2: Responsibilities of the Court

The Court shall pay Recipient \$32,173.22 to complete the Project pursuant to the terms and conditions of this Agreement. The Court will issue payment within thirty days after the Agreement’s effective date.

Section 3: Responsibilities of Recipient

- A. Recipient shall implement and maintain the Project pursuant to the terms and conditions of this Agreement.
- B. Recipient shall confirm purchases made with Project grant funds by providing proof of final payment to the Court no later than June 30, 2022, or 30 days after receipt of funds, whichever occurs later. Recipient agrees to provide photographs of the Project if requested by the Court.
- C. Recipient shall ensure that all equipment, software, or materials purchased for the Project are and remain Recipient’s property unless the Court is notified and gives express written consent to the sale, donation, or other disposal of the equipment, software, or materials. The Court maintains a right of first refusal. If the Court owns any equipment, software, or materials purchased for the Project, the Court will transfer ownership of it to Recipient at the conclusion of the grant.
- D. Recipient shall maintain adequate supporting records that are consistent with generally accepted accounting practices and Recipient’s purchasing policies and practices.
- E. Recipient shall provide the Court with an audit report conducted in accordance with generally-accepted accounting practices. The audit report shall be provided within six months following the close of Recipient’s fiscal year during the term of this Agreement. If an audit report

is not available for Recipient through its local governing authority, the Court may require the audit be completed by a certified public accountant, the costs of which may not be charged to the grant. A copy of the Court's Guidelines for Audit of Grant Award Funds is attached at Appendix C.

F. Recipient shall allow the Court and its authorized representatives access to all records kept pursuant to this Project for the purpose of any audit and examination relative to this Agreement.

G. The Court reserves the right to request the reimbursement of all distributed Project grant funds if Recipient fails to comply with this Agreement.

Section 4: Use of Grant Funds

A. Recipient agrees that there shall be no substantial variance from its use of grant funds as submitted in its Application and approved by the Court without the Court's prior written approval.

B. Project grant funds shall be expended only for one-time costs, with any resulting maintenance or ongoing support costs being Recipient's responsibility.

C. Recipient agrees to notify the Court if Recipient encounters difficulties in the performance of or is unable to proceed with the grant activities. Under these conditions, the Court may terminate the grant and require the return of unexpended funds.

D. Recipient agrees that any grant funds not spent or committed for the grant activities shall be returned to the Court within 60 days of this Agreement's expiration.

E. Project grant funds shall not be expended to support any political campaign; attempt to affect the political opinion of the general public or any segment thereof; or to communicate with any member or employee of Recipient who may participate in the formulation of legislation, other than through making available the results of nonpartisan analysis, study, and research.

F. Recipient agrees that grant funds shall not be comingled with other funds and any interest earned on grant funds shall be accounted for separately.

Section 5: Payment Process

A. The Court will distribute Project grant funds to Recipient in advance and on a one-time basis. The funds shall be used to purchase items as quoted in the Application.

B. Project grant funds shall not be made for an expense unless it is specified in this Agreement or has been approved in advance by the Court.

C. Project grant funds shall be disbursed following receipt of the executed Agreement.

Section 6: Copyright and Rights to Use

The Court and any person, agency, or instrumentality assisting in the work performed under this Agreement shall have unrestricted authority to reproduce, distribute, and use, in whole or in part, any submitted report, data, or material and any other copyrighted material incorporated therein. No report, document, or other material produced, in whole or in part, with the grant funds shall be subject to copyright in the United States or any other country. Recipient shall relinquish any and all copyrights and privileges to the evaluation model, data collection process, and data developed under this Agreement, and any other copyrighted material incorporated therein.

Section 7: Public Records

Recipient understands this Agreement and all documents contained in or incorporated into it are presumed to be public records. The Court is required to allow the public to inspect and obtain copies of public records in accordance with Rules 44 through 47 of the Ohio Rules of Superintendence.

Section 8: Effective Date, Default, and Termination

A. This Agreement shall be effective from the date of the last signature below through May 31, 2022.

B. Except as provided in Section 9 of this Agreement, Recipient defaults under this Agreement if (1) Recipient fails to timely perform or observe any of its obligations under this Agreement, or (2) Recipient withdraws from the Project and does not remedy the failure or withdrawal within five business days of the Court's written notice of default.

C. Except as provided in Section 9 of this Agreement, if the Court terminates this Agreement, the Court shall be responsible for reimbursing Recipient for all expenses incurred by Recipient prior to the date on which Recipient receives written notice of termination. Such written notice of termination may be sent by email.

Section 9: Force Majeure

A. As used in this section, "force majeure" means acts of God, such as lightning, earthquakes, fires, storms, hurricanes, tornadoes, floods, washouts, droughts, and any other severe weather or natural calamity; epidemics, pandemics, restraint of government and people, explosions, war, strikes, and other like events; or any other cause that could not be reasonably foreseen in the exercise of ordinary care and that is beyond the reasonable control of the party.

B. If either party is delayed in or prevented from performing or observing any of its obligations under this Agreement, other than a payment obligation, because of force majeure, the following shall apply:

1. If delayed, the time for performance or observance of the obligation shall be extended for a period equal to the time lost because of the force majeure event;

2. If prevented, the party shall be excused from performing or observing the obligation, to the extent the party took all commercially reasonable steps to mitigate or avoid the effects of the force majeure event.

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Section 10: Change or Modification

A. This Agreement and all materials incorporated by reference herein constitute the parties' understanding. Where there is a conflict between the terms of this Agreement and the incorporated documents, this Agreement shall control.

B. Any changes or modifications to the Agreement that might affect the Project as originally proposed shall be submitted to the Court, in writing, for prior approval. Proposed changes shall be reviewed under the same considerations, policies, and goals as the original Request. All changes and modifications shall be in writing, signed by the parties, and appended to this Agreement.

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This Agreement shall be construed and interpreted and the parties' rights determined in accordance with the laws of the State of Ohio.

Section 12: Forum and Venue

All actions arising out of this Agreement shall be instituted in a court of competent subject-matter jurisdiction in Franklin County, Ohio.

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The Court represents that it has adequate funding available to reimburse Recipient under this Agreement. However, the Court may terminate this Agreement if its appropriations or other revenues are reduced or, if applicable, the grant funds used to support this Project are reduced or terminated. The Court has made no promises of funding to Recipient except for the amount specified by this Agreement, and the award of this grant does not constitute a promise of future funding to Recipient.

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The Court's contact with regard to this Agreement is:

Linda Flickinger, Grant Administrator
The Supreme Court of Ohio
65 South Front Street
Columbus, Ohio 43215
614.387.9522
Linda.Flickinger@sc.ohio.gov

The Recipient's contact with regard to this Agreement is:

Mary Ellen Steele, Court Administrator
Warren County Court of Common Pleas, Domestic Relations Division
500 Justice Drive
Lebanon, Ohio 45036
513.695.2586
Mary.Steele@co.warren.oh.us

The parties have executed this Agreement as of the date(s) noted below.

THE SUPREME COURT OF OHIO

**Warren County Court of Common Pleas,
Domestic Relations Division**

Stephanie E. Hess 05.18.21

Stephanie E. Hess, Esq. Date
Interim Administrative Director

Jeffrey Kirby 5-21-21

Jeffrey Kirby Date
Administrative Judge

APPROVED AS TO FORM
Kathryn M. Horvath
Kathryn M. Horvath
Asst. Prosecuting Attorney

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

Resolution

Number 21-0693

Adopted Date May 25, 2021

DECLARE VARIOUS ITEMS WITHIN BOARD OF ELECTIONS, COMMON PLEAS COURT- GENERAL DIVISION, DOMESTIC RELATIONS, FACILITIES MANAGEMENT, SHERIFF'S OFFICE, AND TELECOMMUNICATIONS AND AUTHORIZE THE DISPOSAL OF SAID ITEMS

BE IT RESOLVED, to authorize disposal of various items from Board of Elections, Common Pleas Court- General Division, Domestic Relations, Facilities Management, Sheriff's Office, and Telecommunications in accordance with the Ohio Revised Code; list of said items attached hereto and made a part hereof.

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

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

Resolution adopted this 25th day of May 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/tg

cc: 2021 Auction file
Facilities Management (file)
Brenda Quillen, Auditor's Office

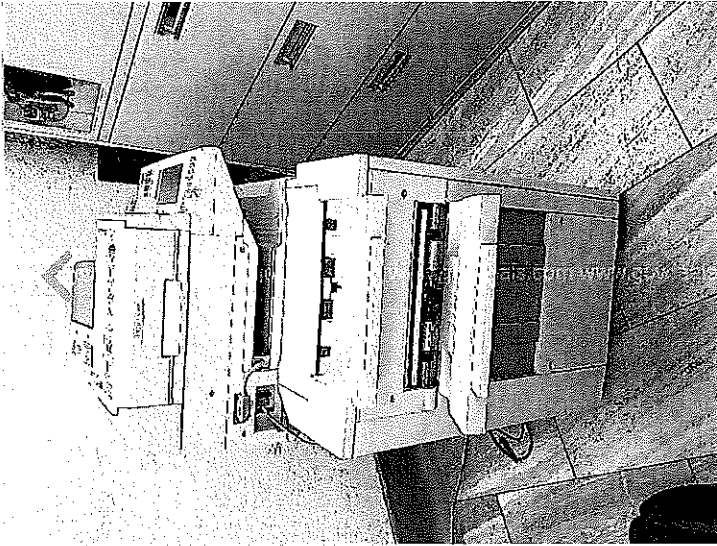
GovDeals' online marketplace provides services to government, educational, and related entities for the sale of surplus assets to the public. Auction rules may vary across sellers.



Search Auctions



[Advanced Search](#)



LARGE COPIER/SCANNER/FAX - GESTETNER DSM725E

Auction Ends **ET**

Starting Bid **\$0.00**

[Terms and Conditions](#)

[Sign In to Place Bid](#)

0 visitors



Make/Brand

Model

GESTETNER

DSM725E

Condition

Category

Inventory ID

Used/See Description

Office Equipment/Supplies

CPC21027

GESTETNER DSM725E COPIER/SCANNER/FAX - NOT IN WORKING CONDITION

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information



Seller Name Warren County, OH

Asset Contact [Cindy Prewitt](#) (Phone: 513-695-2596)

Asset Location 430 Justice Dr
Lebanon, Ohio 45036-2384
[Map to this location](#)

🔍 Inspection

Most items offered for sale are used and may contain defects not immediately detectable. Bidders may inspect the property prior to bidding. Inspection is by appointment only. Please see the contact below to schedule an inspection.

💰 Payment

PAYMENT MUST BE MADE ONLINE-- To make online payment, Log into your Liquidity Services account and select "My Bids". Please follow the instructions there.

Payment in full is due not later than five (5) business days from the time and date of the close of the auction. Payment must be made electronically via the payment methods listed below.

TAX CALCULATION & EXEMPTIONS

TAX CALCULATION: Sale Tax, where applicable, will be calculated and added at the end of the auction.

TAX EXEMPTION: Where taxes are applicable (see the Buyer's Certificate), Tax Exempt documents must be provided to Bidder Services at tax@govdeals.com within 24 hours of the auctions close and before payment is made. Bidders are encouraged to submit their Tax Exempt Documentation prior to the Auction's close to expedite this process. Please contact Bidder Services for all tax exemption questions.

🗑️ Removal

Property may be removed by appointment only and appointments must be made at least 24 hours in advance. All items must be removed within ten (10) business days from the time and date of issuance of the Buyer's Certificate.

The Buyer will make all arrangements and perform all work necessary, including packing, loading and transportation of the property. No Assistance will be provided. A daily storage fee of \$10.00 may be charged for any item not removed within the 10 business days allowed and stated on the Buyer's Certificate.

💡 Special Instructions

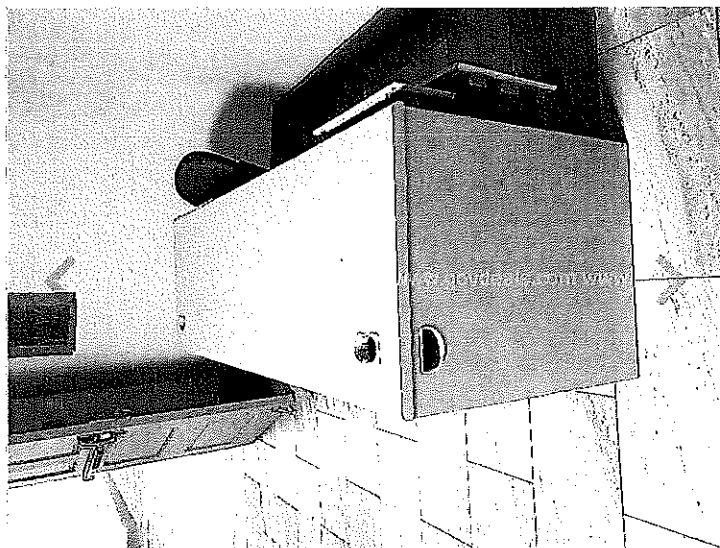
GovDeals' online marketplace provides services to government, educational, and related entities for the sale of surplus assets to the public. Auction rules may vary across sellers.



Search Auctions



[Advanced Search](#)



METAL BASE WITH FORMICA TOP DESK 6' LONG

Auction Ends **ET**
 Starting Bid **\$0.00**

[Terms and Conditions](#)

[Sign In to Place Bid](#)

0 visitors



Condition	Category	Inventory ID
Used/See Description	Furniture/Furnishings	CPC21026

METAL BASE WITH FORMICA TOP DESK - 6' LONG DECENT SHAPE

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information



Seller Name Warren County, OH

Asset Contact [Cindy Prewitt](#) (Phone: 513-695-2596)

Asset Location 430 Justice Dr
Lebanon, Ohio 45036-2384
[Map to this location](#)

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Refrigerator

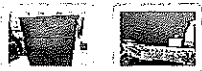
Auction Ends **ET**

Starting Bid **\$0.00**

[Terms and Conditions](#)

[Sign In to Place Bid](#)

0 visitors



Make/Brand	Model	VIN/Serial
Hotpoint	SFS158TSL1983	alt74564
Condition	Category	Inventory ID
Used/See Description	Electronics, Personal	DOM21053

Temperature control issues. Age unknown.

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information



Seller Name Warren County, OH

Asset Contact [Kristy Oeder](#) (Phone: 513-695-1319)

Asset Location 430 Justice Dr
Lebanon, Ohio 45036-2384
[Map to this location](#)

🔍 Inspection

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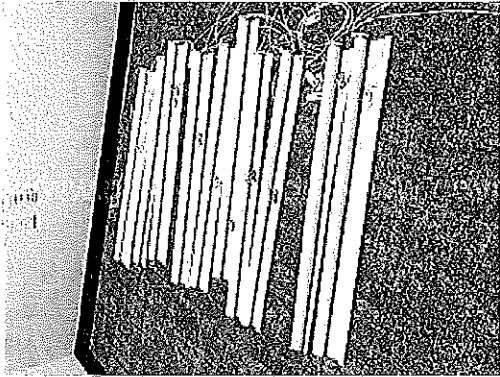
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Search Auctions



[Advanced Search](#)



Window Blinds

Auction Ends **ET**

Starting Bid **\$0.00**

[Terms and Conditions](#)

[Sign In to Place Bid](#)

0 visitors

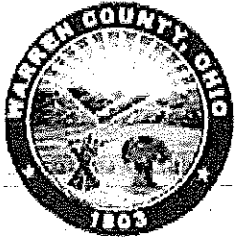
Quantity	Condition	Category	Inventory ID
Lot 1	Used/See Description	Furniture/Furnishings	FAC210050

10 roller shades 1 blackout all others are see through Fits window opening @ 46" wide and @ 50" long Condition: fair with discoloration from elements

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information



Seller Name Warren County, OH

Asset Contact [Traci Guthrie](#) (Phone: 513-695-2008)

Asset Location 430 Justice Dr
Lebanon, Ohio 45036-2384
[Map to this location](#)

Inspection

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Special Instructions

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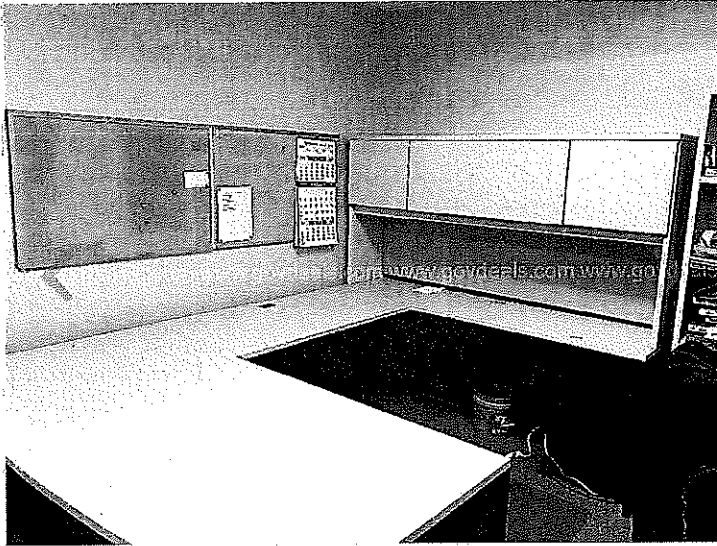
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Lot of Office Furniture - Desk with overhead and 2 Shelves

Auction Ends **ET**
Starting Bid **\$0.00**

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Quantity	Condition	Category	Inventory ID
Lot 1	Used/See Description	Furniture/Furnishings	FAC210051

U SHAPE DESK WITH OVERHEAD AND TWO MATCHING SHELVES. OverHead Cabinets (7) various sizes.

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information



Seller Name Warren County, OH

Asset Contact [Traci Guthrie](#) (Phone: 513-695-2008)

Asset Location 430 Justice Dr
Lebanon, Ohio 45036-2384
[Map to this location](#)

Inspection

Most items offered for sale are used and may contain defects not immediately detectable. Bidders may inspect the property prior to bidding. Inspection is by appointment only. Please see the contact below to schedule an inspection.

Payment

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Removal

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2007 Ford Crown Victoria Police Interceptor

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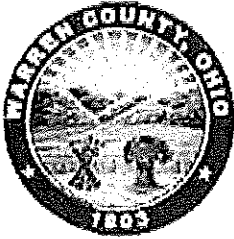
Year	Make/Brand	Model	VIN/Serial	Miles	Title Restriction
2007	Ford	Crown Victoria	2FAFP71W07X155540	104,053	No Title Restriction
Condition	Category		Inventory ID		
Used/See Description	Automobiles		JUV21907		

2007 Ford Crown Victoria Police Interceptor SEDAN 4-DR, 4.6L V8 SOHC 16V. Automatic Transmission. Removed from service due to age, condition, and mileage.

? Questions and Answers

There are currently no questions posted for this asset.

>> Seller Information



Seller Name	Warren County, OH
Asset Contact	<u>Niccole Remenowsky</u> (Phone: 513-695-1350)
Asset Location	430 Justice Dr Lebanon, Ohio 45036-2384 <u>Map to this location</u>

Q Inspection

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\$ Payment

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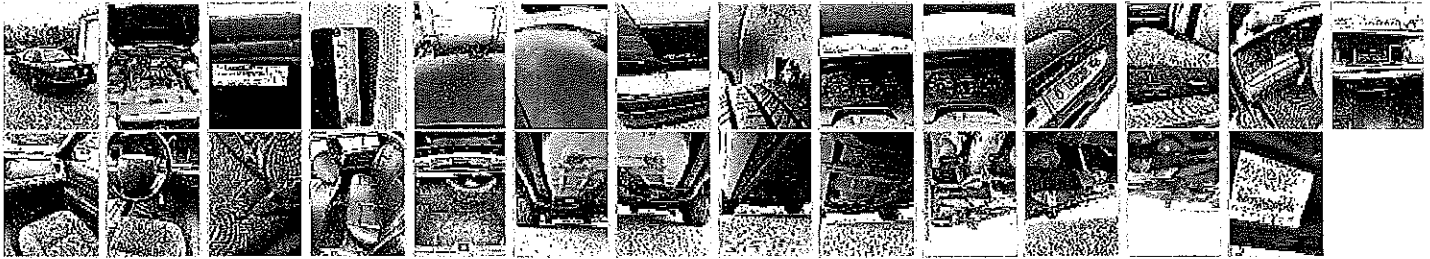
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Quick Asset Lookup (QAL) #: 3051-4017 (GD)



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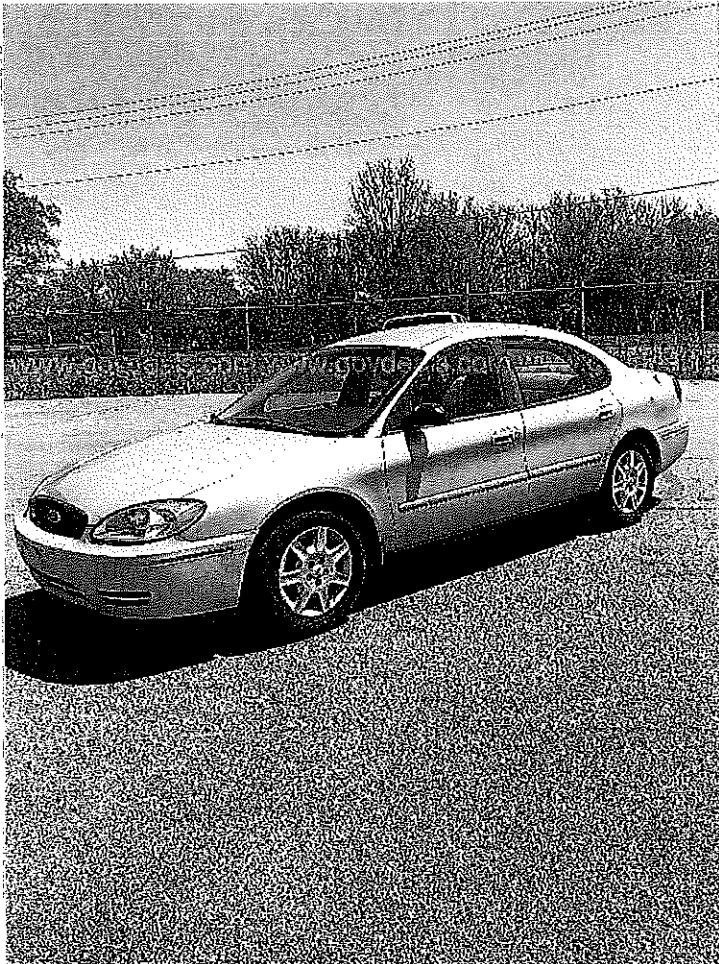
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2007 Ford Taurus SE

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Starting Bid **\$0.00**

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Year	Make/Brand	Model	VIN/Serial	Miles	Title Restriction
2007	Ford	Taurus	1FAHP53U57A104648	81,419	No Title Restriction

Condition	Category	Inventory ID
Used/See Description	Automobiles	SHF21906

2007 Ford Taurus SE SEDAN 4-DR, 3.0L V6 OHV 12V. Automatic Transmission. A/C, POWER WINDOWS, POWER LOCKS, STOCK RADIO. Vehicle removed from service due to age and condition. Battery is dead and will need jump started.

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information



Seller Name	Warren County, OH
Asset Contact	<u>Niccole Remenowsky</u> (Phone: 513-695-1350)
Asset Location	430 Justice Dr Lebanon, Ohio 45036-2384 <u>Map to this location</u>

Q Inspection

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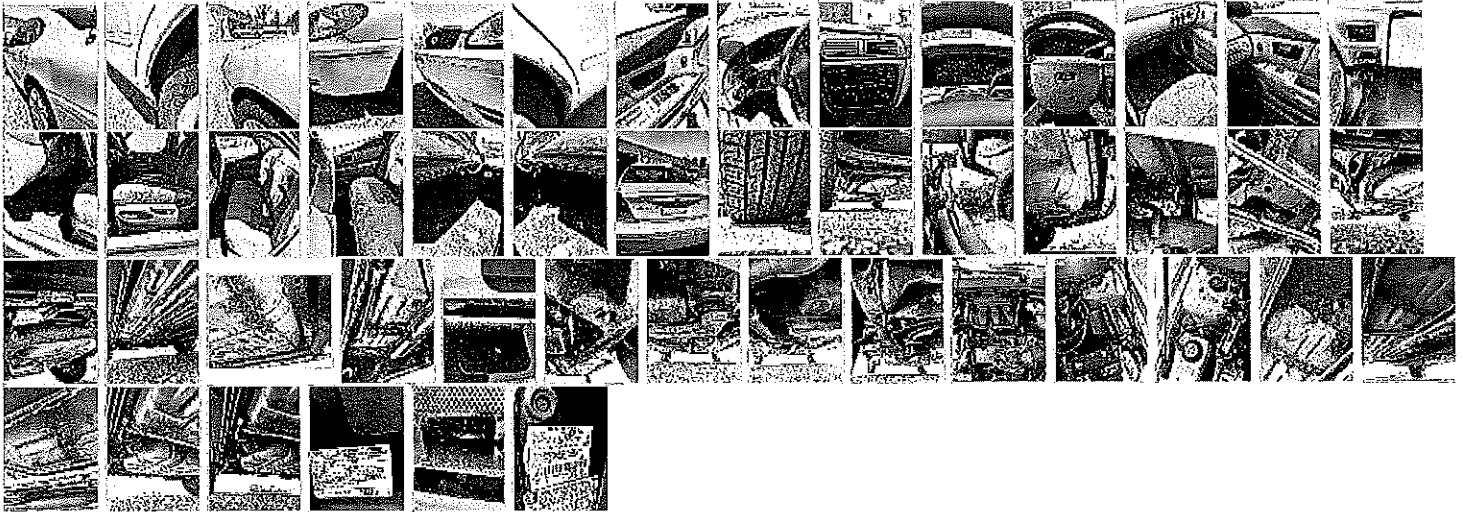
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2012 Ford Expedition XL 4WD

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Starting Bid **\$0.00**

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Year	Make/Brand	Model	VIN/Serial	Miles	Title Restriction
2012	Ford	Expedition	1FMJU1G5XCEF03568	112,860	No Title Restriction

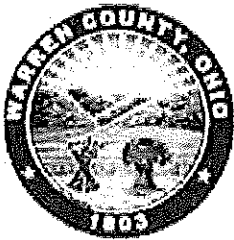
Condition	Category	Inventory ID
Used/See Description	SUV	SHF21905

2012 Ford Expedition XL 4WD SPORT UTILITY 4-DR, 5.4L V8 SOHC 16V FFV. Automatic Transmission. A/C, POWER WINDOWS, POWER LOCKS, STOCK RADIO. Vehicle has an intermittent no start condition. It has been determined to be an internal issue in the transmission causing it to not show what gear it is in. Will normally start after a few cycles of the gear shifter.

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information



Seller Name	Warren County, OH
Asset Contact	<u>Niccole Remenowsky</u> (Phone: 513-695-1350)
Asset Location	430 Justice Dr Lebanon, Ohio 45036-2384 <u>Map to this location</u>

Q Inspection

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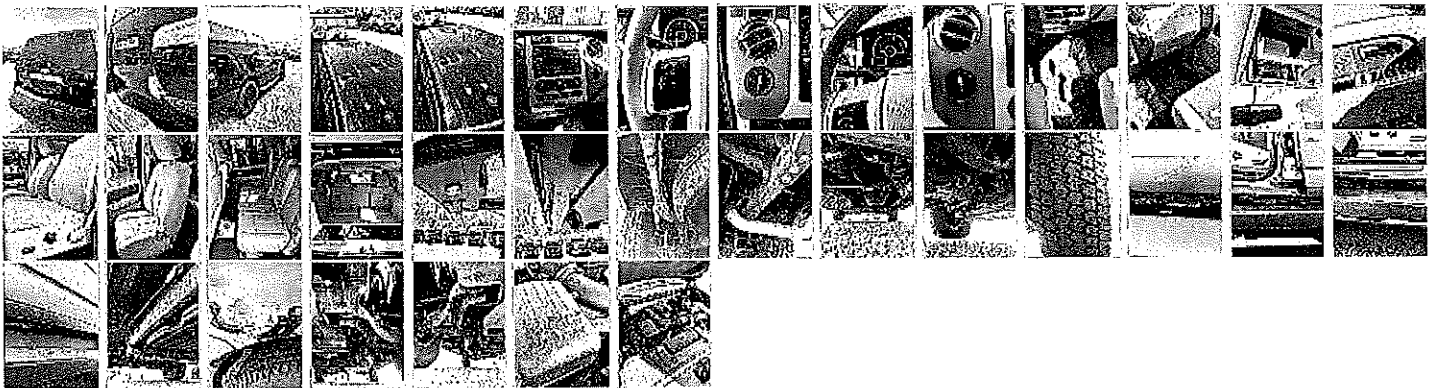
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Starting Bid **\$0.00**

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Year	Make/Brand	Model	VIN/Serial	Miles	Title Restriction
2013	Chevrolet	Caprice	6G1MK5U2XDL829761	107,787	No Title Restriction

Condition	Category	Inventory ID
Used/See Description	Automobiles	SHF21904

2013 Chevrolet Caprice Police SEDAN 4-DR, 6.0L V8 FFV. AUTOMATIC TRANSMISSION. A/C, POWER WINDOWS, POWER LOCKS, STOCK RADIO. Removed from service due to age and mileage.

? Questions and Answers

There are currently no questions posted for this asset.

>> Seller Information



Seller Name	Warren County, OH
Asset Contact	<u>Nicole Remenowsky</u> (Phone: 513-695-1350)
Asset Location	430 Justice Dr Lebanon, Ohio 45036-2384 <u>Map to this location</u>

Q Inspection

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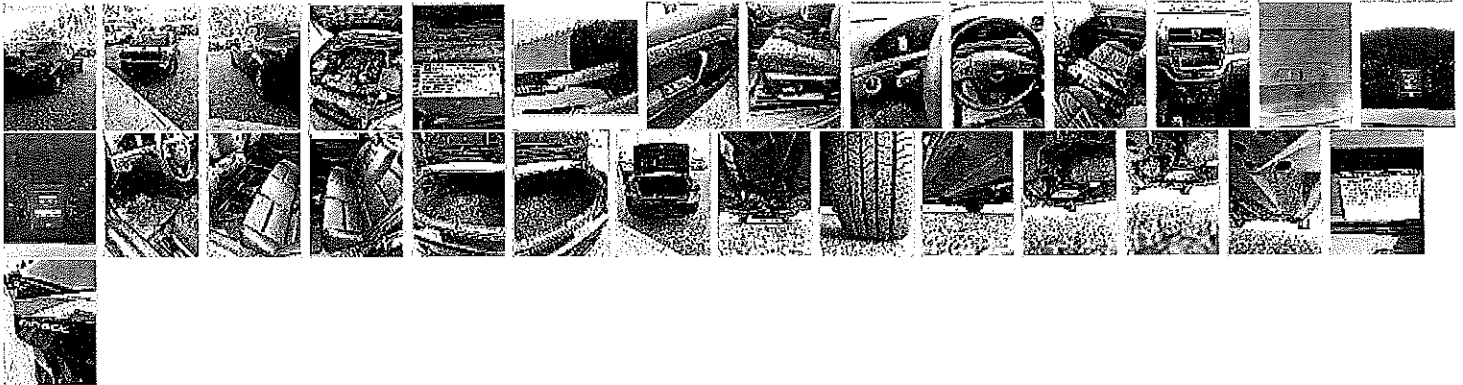
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Quick Asset Lookup (QAL) #: 3051-4014 (GD)



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2013 Chevrolet Caprice Police

Auction Ends **ET**

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Year	Make/Brand	Model	VIN/Serial	Miles	Title Restriction
2013	Chevrolet	Caprice	6G1MK5U26DL825688	89,296	No Title Restriction

Condition	Category	Inventory ID
Used/See Description	Automobiles	SHF21903

2013 Chevrolet Caprice Police SEDAN 4-DR, 6.0L V8 FFV. Automatic Transmission. A/C, POWER WINDOWS, POWER LOCKS, STOCK RADIO. Removed from service due to age and mileage.

? Questions and Answers

There are currently no questions posted for this asset.

>> Seller Information



Seller Name	Warren County, OH
Asset Contact	Niccole Remenowsky (Phone: 513-695-1350)
Asset Location	430 Justice Dr Lebanon, Ohio 45036-2384 Map to this location

Q Inspection

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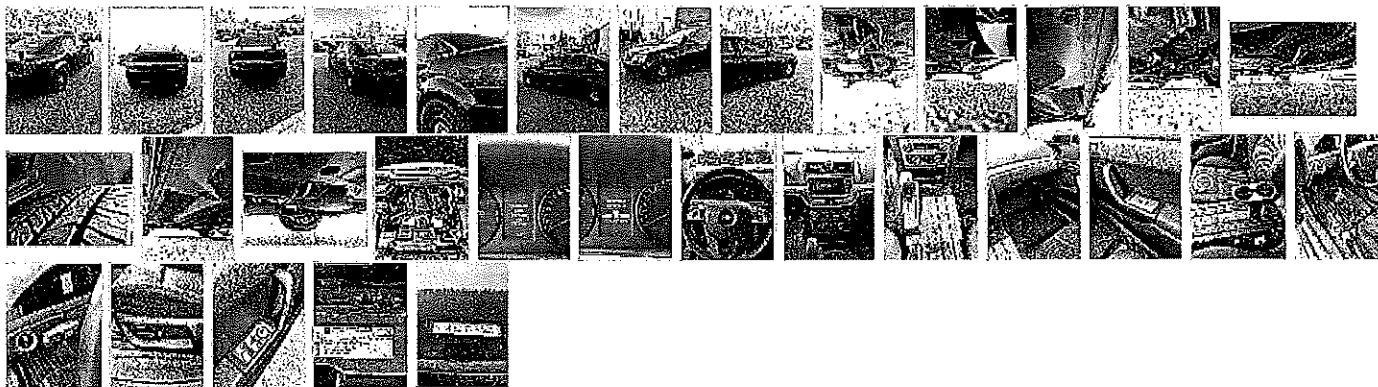
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Harris Optic phones, NoreTel handsets, Intertel phones, Analog speaker phon

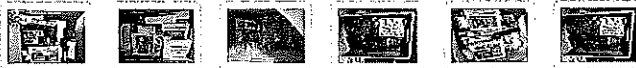
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Starting Bid **\$0.00**

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Make/Brand

Harris and NoreTel

Condition

Used/See Description

Category

Computer Hardware

Inventory ID

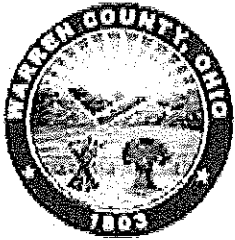
TEL21009

Miscellaneous Harris Optic phones and handsets, NoreTel phones and handsets, Intertel networking equipment, Analog speaker phones

? Questions and Answers

There are currently no questions posted for this asset.

>> Seller Information



Seller Name	Warren County, OH
Asset Contact	<u>Kristy Oeder</u> (Phone: 513-695-1319)
Asset Location	430 Justice Dr Lebanon, Ohio 45036-2384 <u>Map to this location</u>

Q Inspection

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🗑 Removal

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Panasonic Toughbook

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Make/Brand	Model	VIN/Serial
Panasonic	CF-31ATN7G1M	0KKYA33677
Condition	Category	Inventory ID
Used/See Description	Computer Hardware	TEL21008

Panasonic Toughbook

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information



Seller Name Warren County, OH

Asset Contact [Kristy Oeder](#) (Phone: 513-695-1319)

Asset Location 430 Justice Dr
Lebanon, Ohio 45036-2384
[Map to this location](#)

🔍 Inspection

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💡 Special Instructions

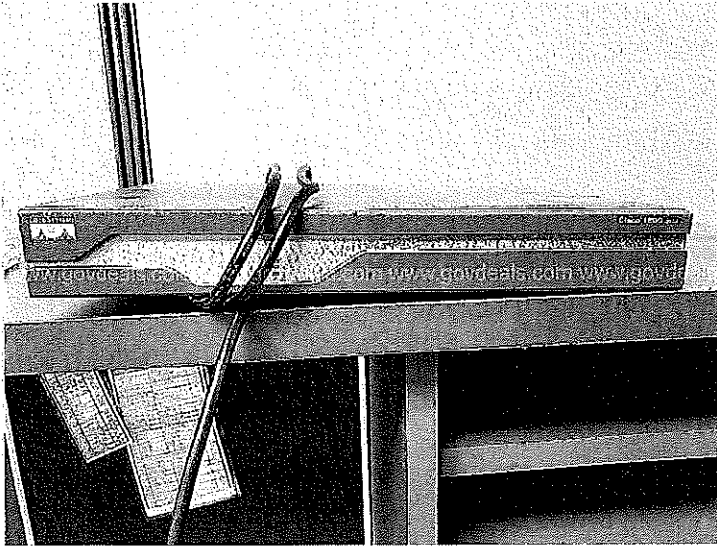
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CISCO 1800 Series Router

Auction Ends **ET**

Starting Bid **\$0.00**

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Make/Brand	Model	VIN/Serial	Condition	Category	Inventory ID
CISCO	1800 Series Router	1841 Router ipm7W00cra	Used/See Description	Computer Hardware	TEL21007

CISCO 1800 Series Router

? Questions and Answers

There are currently no questions posted for this asset.

>> Seller Information

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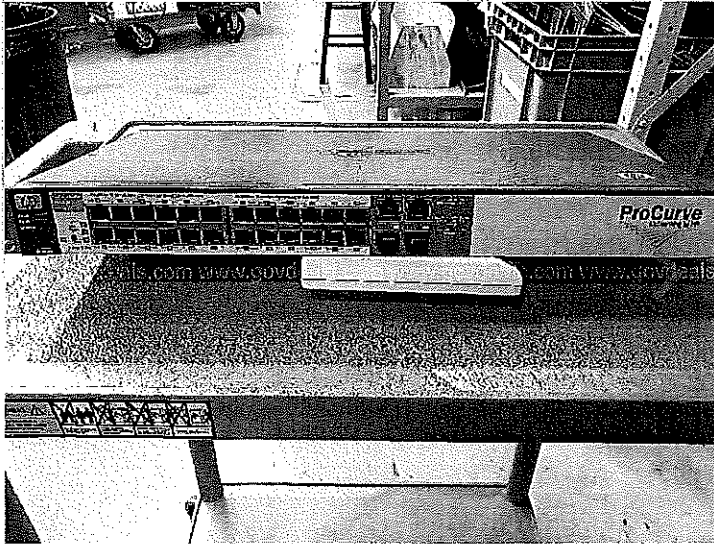
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HP and CISCO Networking Equipment

Auction Ends **ET**

Starting Bid **\$0.00**

[Terms and Conditions](#)

[Sign In to Place Bid](#)

0 visitors



Make/Brand	Model	VIN/Serial	
HP and CISCO	2510-24, M8505, HPK-CPT0F	s/n CN947FW0R5, S/n 90507684,SGA0040108,	
Quantity	Condition	Category	Inventory ID
Lot 1	Used/See Description	Computer Hardware	TEL21005

HP and CISCO Networking Equipment port data switch, Mass Storage tape drive port gigabit switch

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information



Seller Name Warren County, OH

Asset Contact [Kristy Oeder](#) (Phone: 513-695-1319)

Asset Location 430 Justice Dr
Lebanon, Ohio 45036-2384
[Map to this location](#)

🔍 Inspection

Most items offered for sale are used and may contain defects not immediately detectable. Bidders may inspect the property prior to bidding. Inspection is by appointment only. Please see the contact below to schedule an inspection.

💰 Payment

PAYMENT MUST BE MADE ONLINE-- To make online payment, Log into your Liquidity Services account and select "My Bids". Please follow the instructions there.

Payment in full is due not later than five (5) business days from the time and date of the close of the auction. Payment must be made electronically via the payment methods listed below.

TAX CALCULATION & EXEMPTIONS

TAX CALCULATION: Sale Tax, where applicable, will be calculated and added at the end of the auction.

TAX EXEMPTION: Where taxes are applicable (see the Buyer's Certificate), Tax Exempt documents must be provided to Bidder Services at tax@govdeals.com within 24 hours of the auctions close and before payment is made. Bidders are encouraged to submit their Tax Exempt Documentation prior to the Auction's close to expedite this process. Please contact Bidder Services for all tax exemption questions.

🗑️ Removal

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The Buyer will make all arrangements and perform all work necessary, including packing, loading and transportation of the property. No Assistance will be provided. A daily storage fee of \$10.00 may be charged for any item not removed within the 10 business days allowed and stated on the Buyer's Certificate.

💡 Special Instructions

GovDeals' online marketplace provides services to government, educational, and related entities for the sale of surplus assets to the public. Auction rules may vary across sellers.

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COMPAQ COMPUTER MONITORS

Auction Ends **ET**

Starting Bid **\$0.00**

[Terms and Conditions](#)

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[More Photos](#)

Make/Brand	Model	VIN/Serial	
COMPAQ	COMPAQ	TFT7020 & VS10866	
Quantity	Condition	Category	Inventory ID
Lot 1	Used/See Description	Computer Hardware	TEL21004

COMPAQ COMPUTER MONITORS TFT7020 & VS10866

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information



Seller Name	Warren County, OH
Asset Contact	<u>DEBORAH GRUBB</u> (Phone: 513-695-2487)
Asset Location	430 Justice Dr Lebanon, Ohio 45036-2384 Map to this location

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HP Compaq DX2400 & /DC5750

Auction Ends **ET**

Starting Bid **\$0.00**

[Terms and Conditions](#)

[Sign In to Place Bid](#)

0 visitors



Make/Brand	Model	VIN/Serial
HP COMPAQ	HP COMPAQ	MXL8511x75 & mxl7470dbj
Condition	Category	Inventory ID
Used/See Description	Computer Hardware	TEL21003

HP COMPAQ DX2400 & DC5750
MXL8511x75 & mxl7470dbj

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information



Seller Name Warren County, OH

Asset Contact [Kristy Oeder](#) (Phone: 513-695-1319)

Asset Location 430 Justice Dr
Lebanon, Ohio 45036-2384
[Map to this location](#)

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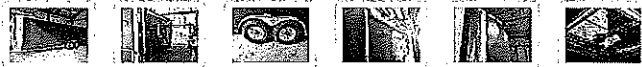
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Enclosed trailer approx 40ft

Auction Ends **ET**

Starting Bid **\$0.00**

[Terms and Conditions](#)

[Sign In to Place Bid](#)

0 visitors

Year	Make/Brand	Model	VIN/Serial
2005	shadow master	Shadow Master	4U0IS262X5A024555
Condition	Category	Inventory ID	
Used/See Description	Motor Homes / Travel Trailers	TEL21002	

40 FOOT ENCLOSED TRAILER

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information



Seller Name Warren County, OH

Asset Contact [Kristy Oeder](#) (Phone: 513-695-1319)

Asset Location 430 Justice Dr
Lebanon, Ohio 45036-2384
[Map to this location](#)

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Media

Resolution

Number 21-0694

Adopted Date May 25, 2021

AWARD THE BID AND ENTER INTO CONTRACT WITH SECURE CYBER DEFENSE, LLC FOR THE UPDATE ENDPOINT DETECTION AND RESPONSE PROJECT AND AUTHORIZE COUNTY ADMINISTRATOR TO SIGN DOCUMENTS RELATIVE THERETO

WHEREAS, bids were closed at 9:15 a.m., April 27, 2021 and the bids received were opened and read aloud for the Update Endpoint Detection and Response Project and the results are on file in the Commissioners' office; and

WHEREAS, upon review by Gary Estes, Deputy Director of Warren County Telecommunications Department, Secure Cyber Defense, LLC has been determined to be the lowest and best bidder; and

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

NOW THEREFORE BE IT RESOLVED, to authorize the County Administrator to sign the Master Service Agreement and Statement of Work with Cyber Defense, LLC for a total contract price of \$924,504.00; as attached hereto and a part hereof:

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

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

Resolution adopted this 25th day of May 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Telecom (file)
OMB Bid file
c/a- Secure Cyber Defense, LLC

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

Resolution

Number 21-0695

Adopted Date May 25, 2021

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

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

Family Promise of Warren County (fka Interfaith Hospitality Network)
203 E Warren Street
Lebanon, Ohio 45036

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

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

Resolution adopted this 25th day of May 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: c/a – Family Promise of WC (fka Interfaith Hospitality Network)
OhioMeansJobs (file)

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

This agreement is entered into by and between on this 25 day of 5, 2021, 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, **Family Promise of Warren County (formally Interfaith), 203 E Warren St, Lebanon, OH 45036**, hereinafter referred to as Worksite, for the employment of youth as authorized by the TANF Summer Youth Employment Program from date of action by the Board of Commissioners through June 30, 2022.

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 Summer Youth 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 shall save and hold harmless OMJWC, OhioMeansJobs of Warren County, the Board of Warren County Commissioners and their employees from liability of any nature arising from the participation in TANF Summer Youth funded programs, including, but not limited to: cost and expenses for or on account of any suits or damages of any character whatsoever resulting from injuries or damages sustained by persons or property resulting in whole or in part from negligent performance or omission of an employee, agent or representative of the Worksite, as well as the youth and other individuals working for the Worksite agency pursuant to this agreement.
- I. 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.

- J. 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.
- K. The Worksite assures that it will fully comply with the requirements of the OMJWC, all Federal regulations.
- L. 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.
- M. 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.
- N. 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.
- O. 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.
- P. 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.

Q. 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.

R. INSURANCE

Vendor (worksite) shall provide liability insurance coverage as follows:

Vendor (worksite) 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 (worksite) shall also carry automobile liability coverage with limits of \$1,000,000 Per Occurrence / Aggregate.

Vendor(worksite)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 (worksite) 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 (worksite) 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.

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

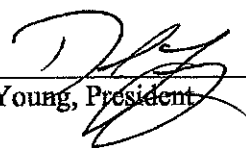
T. **GROUPS FOR DISCIPLINARY ACTION AND PENALTIES.** Upon enrollment, each youth will be given work rules and the disciplinary policies (Attachment C) which is included in the Youth's Participant Manual. If the Worksite has any additional rules which shall apply to the youth's conduct, these shall be 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:

U. **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.

IN WITNESS WHEREOF, the parties have executed this Agreement on this 25
day of May, 2021.

WARREN COUNTY BOARD OF COMMISSIONERS:



David G. Young, President

WORKSITE:

Family Promise of Warren County - formerly I#NWC

Worksite Name

Imao A. Robert _____ 5-3-21
Signature/Worksite Administrator Date

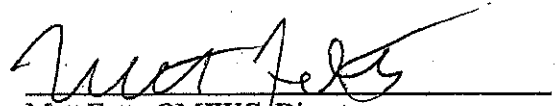
Executive Director

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.

Signature of Authorized Organized Labor Representative Date

WARREN COUNTY JFS, DIVISION OF HUMAN SERVICES

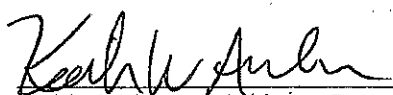


Matt Fetty OMJWC, Director

5/4/21

Date

APPROVED AS TO FORM:



Keith Anderson, Assistant Prosecuting Attorney

**Warren Co. TANF Summer Youth Employment Program
Request Form**

I. Agency Information:

Agency Name: Family Promise of Warren County

Address: 203 E. Warren St. Lebanon, Ohio 45036

Phone: 513-934-5250 E-mail linda@fhnwc.org

Agency Administrator: Linda A. Robolt

Contact Person: Linda A. Robolt

FEIN#: 31-1578564

II. Program Information: Work for the youth will begin at the worksite on or about 9am and continue until on or about 5PM. Be sure that you have enough work for the number of youth you request. Youth will work a maximum of 30 hours per week, normally 6 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 ?
<u>Heaven & Martin</u>	<u>Josh Beckert 934-5250 Linda Robolt</u>	<u>1</u>	<u>15-18</u>	From: To: <u>flex.</u>	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Day Center</u>	<u>Linda Robolt</u>	<u>1</u>	<u>16-24</u>	From: To: <u>flex</u>	<input checked="" type="radio"/> Yes <input type="radio"/> 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 organize furniture ministry, inventory, pickup donations
light yard work

Worksite #2 answer phones, organize SIC + donations in July,
filng, organizing, mailings, computer work

Worksite #3 Grounds work, Lawn mowing, weed whacking

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 _____ 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.

Imma A. Robert
Signature of Worksite Administrator/Title

5-3-21
Date

Matt Fetty 5/4/21

5/4/21
Date

Matt Fetty, Director, OhioMeansJobs Warren County

GROUNDS 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.

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 saws, 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.

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

Resolution

Number 21-0696

Adopted Date May 25, 2021

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

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

Duffy's Detailing
557 Chillicothe Avenue Suite D
Lebanon, Ohio 45036

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

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

Resolution adopted this 25th day of May 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: c/a – Duffy Detailing
OhioMeansJobs (file)

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

This agreement is entered into by and between on this 5 day of 12, 2021, 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, **Duffy's Detailing , 557 Chillicothe Ave, Suite D Lebanon, OH 45036**, hereinafter referred to as Worksite, for the employment of youth as authorized by the TANF Summer Youth Employment Program from date of action by the Board of Commissioners through June 30, 2022.

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 Summer Youth 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 shall save and hold harmless OMJWC, OhioMeansJobs of Warren County, the Board of Warren County Commissioners and their employees from liability of any nature arising from the participation in TANF Summer Youth funded programs, including, but not limited to: cost and expenses for or on account of any suits or damages of any character whatsoever resulting from injuries or damages sustained by persons or property resulting in whole or in part from negligent performance or omission of an employee, agent or representative of the Worksite, as well as the youth and other individuals working for the Worksite agency pursuant to this agreement.
- I. 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.

- J. 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.
- K. The Worksite assures that it will fully comply with the requirements of the OMJWC, all Federal regulations.
- L. 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.
- M. 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.
- N. 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.
- O. 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.
- P. 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.

Q. 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.

R. INSURANCE

Vendor (worksite) shall provide liability insurance coverage as follows:

Vendor (worksite) 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 (worksite) shall also carry automobile liability coverage with limits of \$1,000,000 Per Occurrence / Aggregate.

Vendor(worksite)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 (worksite) 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 (worksite) 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.

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


T. **GROUND 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:
On time	
No sweatpants	
Drug Free	

U. **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.

IN WITNESS WHEREOF, the parties have executed this Agreement on this 25
day of May, 2021.

WARREN COUNTY BOARD OF COMMISSIONERS:

David G. Young, President 

WORKSITE:

Duffys Detailing

Worksite Name

Signature/Worksite Administrator

May 11 2021

Date

CEO

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.

Signature of Authorized Organized Labor Representative _____
Date

WARREN COUNTY JFS, DIVISION OF HUMAN SERVICES

Matt Fetty

Matt Fetty OMJWC, Director

5/19/21

Date

APPROVED AS TO FORM:

Keith Anderson

Keith Anderson, Assistant Prosecuting Attorney

Attachment A

Warren Co. TANF Summer Youth Employment Program
Request Form

I. Agency Information:

Agency Name: Duffys Detailing
 Address: 557 Chillicothe Ave Lebanon OH
 Phone: 513-292-8248 E-mail duffysdetailing@yahoo.com
 Agency Administrator: Justin Duffly
 Contact Person: Justin Duffly
 FEIN#:

II. Program Description: Detailing will begin at the worksite on or about _____ and continue until on or about _____. Be sure that you have enough work for the number of youth you request. Youth will work a maximum of 40 hours per week, normally 8 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?
Duffys Detailing	Justin Duffly 513-292-8248	1-2	Any	From: 8 To: 4:30	<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 Exterior Detailing

Worksite #2 Interior Detailing

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 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.

[Signature]
Signature of Worksite Administrator/Title

Matt Fetty

Matt Fetty, Director, OhioMeansJobs Warren County

May 12 2021
Date

5/19/2021
Date 

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 saws, 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 21-0697

Adopted Date May 25, 2021

ENTER INTO AN OHIO PUBLIC WORKS COMMISSION COOPERATION AGREEMENT WITH DEERFIELD TOWNSHIP AND DEERFIELD REGIONAL STORMWATER DISTRICT

WHEREAS, a grant application will be submitted to the Ohio Public Work Commission (OPWC) for the Kings Mills Infrastructure Improvement Project – Phase II; and

WHEREAS, OPWC grant applications require cooperation agreements between governmental entities that collaborate on mutual projects; and

NOW THEREFORE BE IT RESOLVED, to enter into a Cooperation Agreement with Deerfield Township and Deerfield Regional Stormwater District for the Kings Mills Infrastructure Improvement Project – Phase II, subject to the following conditions:


1. The conditions shall be as stipulated in the "OPWC Cooperation Agreement" attached hereto and made part thereof.

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

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

Resolution adopted this 25th day of May 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

CAW

cc: Water/Sewer (file)
Deerfield Township
c/a- Deerfield Township

OPWC COOPERATION AGREEMENT

Kings Mills Infrastructure Improvement Project – Phase II

THIS is an AGREEMENT effective as of date the last Party has affixed their signature hereto, between Deerfield Township, Ohio, an Ohio municipal corporation (“Township”), the Deerfield Regional Stormwater District (“Stormwater District”) and the Warren County Board of County Commissioners, an Ohio county (“County”).

The County hereby agrees to collaborate with the Township and Stormwater District to submit an application to the Ohio Public Works Commission (OPWC) PY35 for the Kings Mills Infrastructure Improvement Project-Phase II. The estimated total cost of the project is \$1,618,846. The OPWC application will request a 45% grant being an estimated \$735,295.00.00 with the remaining 55% being the Parties estimated share totaling \$883,551.00, however, the Parties respective obligations shall be as follows:

- 1) The Parties 55% share of the engineering and construction cost is \$883,551.00 of which the Township would pay \$595,051 (67.35%), the Stormwater District would pay \$75,000 (8.49%) and the County would pay \$213,500.00 (24.16%). The County costs are split between its Water & Sewer Department and County Engineer’s Office, \$203,500 and \$10,000 respectively.

The storm sewer and roadway improvements to be paid for by the Township and Stormwater District shall include storm sewers, catch basins, full depth roadway repairs and asphalt resurfacing. The water and sanitary sewer main improvements to be paid for by the County shall include replacement of 8-inch watermain as well as select replacement with 24-inch watermain and the resetting and remodeling of manholes and various restorations.

The Township shall be the designated contracting entity and shall execute agreements with OPWC, the design engineer and the construction contractor. The Township shall invoice the County Water and Sewer Department for their project cost with payments to be made to the Township.

The Township and County shall jointly review all necessary OPWC funding application documents. Upon approval from each participating member the application documents shall be signed and submitted to the OPWC by the Township.

Should the proposed project be awarded OPWC funding, the Township and County shall review and approve all Engineering Contract(s) for the design of the improvements prior to the Village executing the Contract(s). All design drawings and specifications produced for the improvements shall be reviewed and approved by the Township and County prior to advertisement for bidding and final payment of the Engineer(s). The bidding documents shall meet the design standards and specifications for each of the participating members.

The Township and County shall jointly review all submitted construction bids and shall reach consensus of the award of the construction contract. The Township shall be the contracting entity for the construction of said project. Representatives from the Township and County shall be invited to all construction progress meetings and shall be provided the opportunity to inspect the construction of the improvements. All change orders shall be reviewed and approved by both

the Township and the County. The Township and County shall perform final inspection of the improvements, provide the Construction Contractor with punch list items, and verify that all improvements are completed in accordance with the Contract Documents prior to final payment.

IN EXECUTION WHEREOF, pursuant to Resolution No. 28 of Deerfield Township, Ohio, dated May 4, 2021, Kristin Malhotra, President of the Board of Deerfield Township Trustees has hereunto set her hand to this Agreement on the 4th day of May, 2021.

DEERFIELD TOWNSHIP, OHIO

By: [Signature]
Kristin Malhotra, President

Attest: _____

[Signature]
Fiscal Officer

Approved as to form:

By: [Signature]
Law Director

IN EXECUTION WHEREOF, the WARREN COUNTY BOARD OF COUNTY COMMISSIONERS has caused this agreement to be executed by ^{DAVID G. YOUNG} Shannon Jones, its President, on the date stated below, pursuant to Resolution No. 28, dated 5.21.

**WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS**

SIGNATURE: [Signature]

PRINTED NAME: ~~Shannon Jones~~
David G. Young

TITLE: President

DATE: 5-25-21

Approved as to form:

DAVID FORNSHELL
PROSECUTING ATTORNEY
WARREN COUNTY, OHIO

[Signature]
By: ~~Adam Nice~~, Asst. Prosecutor
KATHRYN M. HORVATH

First Reading: May 4, 2021
Second Reading: Dispensed

RESOLUTION 2021-28

A RESOLUTION AUTHORIZING DEERFIELD TOWNSHIP TO ENTER INTO A COOPERATIVE AGREEMENT WITH WARREN COUNTY AND THE DEERFIELD REGIONAL STORMWATER DISTRICT; AND SUBMIT AN APPLICATION TO PARTICIPATE IN THE OHIO PUBLIC WORKS COMMISSION STATE CAPITAL IMPROVEMENT AND / OR LOCAL TRANSPORTATION IMPROVEMENT PROGRAM(S) AND TO EXECUTE CONTRACTS AS REQUIRED

Whereas, Deerfield Township, the Deerfield Regional Stormwater District, and Warren County wish to enter into a cooperation agreement to submit an application to the Ohio Public Works Commission for the Kings Mills Infrastructure Improvement Project – Phase II, and

Whereas, Deerfield Township will provide funds equal to \$595,051 (36.80%) of the total project cost. Such funds will come from the Road and Bridge Fund, and

Whereas, Warren County Water & Sewer will provide funds not to exceed \$203,500 (12.57 %) of the total project cost. Such funds will come from Warren County Water and Sewer funds, and

Whereas, Warren County Engineer's Office will provide funds not to exceed \$10,000 (0.62%) of the total project cost. Such funds will come from Road and Bridge Fund, and

Whereas, Deerfield Regional Stormwater District will provide funds not to exceed \$75,000 (4.63%) of the total project cost. Such funds will come from Road and Bridge Fund, and

Whereas, Deerfield Township will serve as lead applicant and to sign all necessary documents, and

Whereas, Deerfield Township agrees to pay its 36.80% of the cost as invoices are due / at the end of the project / as otherwise agreed upon, and

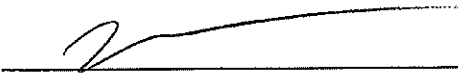
Whereas, Deerfield Regional Stormwater District agrees to pay its 4.63% of the cost as invoices are due / at the end of the project / as otherwise agreed upon, and

Whereas, Warren County agrees to pay its 13.19% of the cost as invoices are due / at the end of the project / as otherwise agreed upon.

VOTE RECORD:

Ms. Malhotra 4 Mr. Siciliano 4 Mrs. Hedding 4

PASSED at the meeting of the Board of Trustees this 4th Day of May, 2021.



Kristin Malhotra, President



James Siciliano IV, Vice President



Lelle Lutts Hedding, Trustee

This is to certify that this Resolution was duly passed and filed with the Deerfield Township Fiscal Officer, this 4th day of May, 2021.



Dan Corey, Fiscal Officer

APPROVED AS TO FORM:



Ben Yoder, Law Director

Resolution

Number 21-0698

Adopted Date May 25, 2021

ENTER INTO AN OHIO PUBLIC WORKS COMMISSION COOPERATION AGREEMENT WITH DEERFIELD TOWNSHIP AND DEERFIELD REGIONAL STORMWATER DISTRICT

WHEREAS, a grant application will be submitted to the Ohio Public Work Commission (OPWC) for the Kings Mills Infrastructure Improvement Project – Phase III; and

WHEREAS, OPWC grant applications require cooperation agreements between governmental entities that collaborate on mutual projects; and

NOW THEREFORE BE IT RESOLVED, to enter into a Cooperation Agreement with Deerfield Township and Deerfield Regional Stormwater District for the Kings Mills Infrastructure Improvement Project – Phase III, subject to the following conditions:

1. The conditions shall be as stipulated in the "OPWC Cooperation Agreement" attached hereto and made part thereof.

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

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

Resolution adopted this 25th day of May 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

CAW

cc: Water/Sewer (file)
Deerfield Township
c/a- Deerfield Township

OPWC COOPERATION AGREEMENT
Kings Mills Infrastructure Improvement Project – Phase III

THIS is an AGREEMENT effective as of date the last Party has affixed their signature hereto, between Deerfield Township, Ohio, an Ohio municipal corporation (“Township”), the Deerfield Regional Stormwater District (“Stormwater District”) and the Warren County Board of County Commissioners, an Ohio county (“County”).

The County hereby agrees to collaborate with the Township and Stormwater District to submit an application to the Ohio Public Works Commission (OPWC) PY35 for the Kings Mills Infrastructure Improvement Project-Phase III. The estimated total cost of the project is \$1,839,046.00. The OPWC application will request a 47.5% grant being an estimated \$873,103.00 with the remaining 52.5% being the Parties estimated share totaling \$965,943.00; however, the Parties respective obligations shall be as follows:

- 1) The Parties' 52.5% share of the engineering and construction cost is \$965,943.00, of which the Township would pay \$658,786.00 (68.20%), the Stormwater District would pay \$48,000 (4.97%), and the County would pay \$259,159.00 (26.83%). The County costs are split between its Water & Sewer Department and County Engineer's Office, \$249,158.00 and \$10,000 respectively.

The storm sewer and roadway improvements paid for by the Township and Stormwater District shall include storm sewers, catch basins, full depth roadway repairs and asphalt resurfacing. The water and sanitary sewer main improvements to be paid for by the County shall include replacing various size water mains and the resetting and remodeling of manholes and multiple restorations.

The Township shall be the designated contracting entity and shall execute agreements with OPWC, the design engineer, and the construction contractor. The Township shall invoice the County Water and Sewer Department for their project cost with payments to be made to the Township.

The Township and County shall jointly review all necessary OPWC funding application documents. Upon approval from each participating member, the application documents shall be signed and submitted to the OPWC by the Township.

Should the proposed project be awarded OPWC funding, the Township and County shall review and approve all Engineering Contract(s) for the design of the improvements prior to the Village executing the Contract(s). All design drawings and specifications produced for the improvements shall be reviewed and approved by the Township and County prior to advertisement for bidding and a final payment of the Engineer(s). The bidding documents shall meet the design standards and specifications for each of the participating members.

The Township and County shall jointly review all submitted construction bids and reach a consensus on the construction contract award. The Township shall be the contracting entity for the construction of the said project. Representatives from the Township and County shall be invited to all construction progress meetings and shall be provided the opportunity to inspect the construction of the improvements. All change orders shall be reviewed and approved by both the Township and the County. The Township and County shall perform a final inspection of the

improvements, provide the Construction Contractor with punch list items, and verify that all improvements are completed in accordance with the Contract Documents prior to final payment.

IN EXECUTION WHEREOF, pursuant to Resolution No. 26 of Deerfield Township, Ohio, dated 5.4, 2021, Kristin Malhotra, President of the Board of Deerfield Township Trustees has hereunto set her hand to this Agreement on the 4th day of May, 2021.

DEERFIELD TOWNSHIP, OHIO

By: [Signature]
Kristin Malhotra, President

Attest: _____

[Signature]
Fiscal Officer

Approved as to form:

By: [Signature]
Law Director

IN EXECUTION WHEREOF, the WARREN COUNTY BOARD OF COUNTY COMMISSIONERS has caused this agreement to be executed by David G. Young, its President, on the date stated below, pursuant to Resolution No. 26, dated 5.4.21.

WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS

SIGNATURE: [Signature]

PRINTED NAME: Shannon Jones

TITLE: President

DATE: 5-25-21

Approved as to form:

DAVID FORNSHELL
PROSECUTING ATTORNEY
WARREN COUNTY, OHIO

[Signature]
By: Adam Nee, Asst. Prosecutor
KATHRYN M. HORVATH

First Reading: May 4, 2021
Second Reading: Dispensed

RESOLUTION 2021-26

A RESOLUTION AUTHORIZING DEERFIELD TOWNSHIP TO ENTER INTO A COOPERATIVE AGREEMENT WITH WARREN COUNTY AND THE DEERFIELD REGIONAL STORMWATER DISTRICT; AND SUBMIT AN APPLICATION TO PARTICIPATE IN THE OHIO PUBLIC WORKS COMMISSION STATE CAPITAL IMPROVEMENT AND / OR LOCAL TRANSPORTATION IMPROVEMENT PROGRAM(S) AND TO EXECUTE CONTRACTS AS REQUIRED

Whereas, Deerfield Township, the Deerfield Regional Stormwater District, and Warren County wish to enter into a cooperation agreement to submit an application to the Ohio Public Works Commission for the Kings Mills Infrastructure Improvement Project – Phase III, and

Whereas, Deerfield Township will provide funds equal to \$658,786 (68.20%) of the total project cost. Such funds will come from the Road and Bridge Fund, and

Whereas, Warren County Water & Sewer will provide funds not to exceed \$249,158 (25.79 %) of the total project cost. Such funds will come from Warren County Water and Sewer funds, and

Whereas, Warren County Engineer's Office will provide funds not to exceed \$10,000 (1.04%) of the total project cost. Such funds will come from Road and Bridge Fund, and

Whereas, Deerfield Regional Stormwater District will provide funds not to exceed \$48,000 (4.97%) of the total project cost. Such funds will come from Road and Bridge Fund, and

Whereas, Deerfield Township will serve as lead applicant and to sign all necessary documents, and

Whereas, Deerfield Township agrees to pay its 68.20% of the cost as invoices are due / at the end of the project / as otherwise agreed upon, and

Whereas, Deerfield Regional Stormwater District agrees to pay its 4.97% of the cost as invoices are due / at the end of the project / as otherwise agreed upon, and

Whereas, Warren County agrees to pay its 26.83% of the cost as invoices are due / at the end of the project / as otherwise agreed upon. The County percentages are 25.79% Warren County Water and Sewer, 1.04% Warren County Engineer's Office.

VOTE RECORD:

Ms. Malhotra Y Mr. Siciliano Y Mrs. Hedding Y

PASSED at the meeting of the Board of Trustees this 4th Day of May, 2021.



Kristin Malhotra, President



James Siciliano IV, Vice President



Lelle Lutts Hedding, Trustee

This is to certify that this Resolution was duly passed and filed with the Deerfield Township Fiscal Officer, this 4th day of May, 2021.



Dan Corey, Fiscal Officer

APPROVED AS TO FORM:


Ben Yoder, Law Director

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

Resolution

Number 21-0699

Adopted Date May 25, 2021

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

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

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

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

Resolution adopted this 25th day of May 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

COOPERATIVE AGREEMENT

I. Parties

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

II. Authorization

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

III. Purpose

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

IV. COUNTY'S Duties

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

V. PORT AUTHORITY'S Duties

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

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

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

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

VI. Hold Harmless, Defense and Indemnification

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

VII. Fiduciary Duties and Obligations

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

VIII. Term; Termination

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

IX. Notices

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

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

X. Complete Agreement; Counterparts; Modifications; Binding Effect

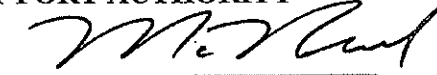
- A. This writing constitutes the complete Cooperative Agreement between the parties and all statements, negotiations or representations, oral or otherwise, not incorporated herein and which tend to modify, contradict, or supplement this Cooperative Agreement are of no force and effect.
- B. This Cooperative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

XII. Port Authority's Execution

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

WARREN COUNTY PORT AUTHORITY

SIGNATURE: _____



PRINT NAME: _____

Martin Russell

TITLE: _____

Executive Director

DATE: _____

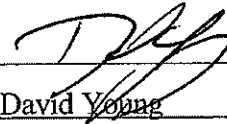
5/21/21

XIII. County's Execution

IN EXECUTION WHEREOF, the Warren County Board of County Commissioners has caused this Agreement to be executed by David Young, its President, on the date stated below, pursuant to Resolution Number 21-0699, dated 5.25.21.

**WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS**

SIGNATURE: _____



PRINT NAME: _____

David Young

TITLE: _____

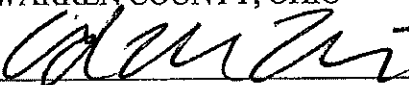
President

DATE: _____

5.25.21

APPROVED AS TO FORM:

DAVID FORNSHELL
PROSECUTING ATTORNEY
WARREN COUNTY, OHIO



By: Adam M. Nice, Asst. Prosecutor

EXHIBIT "A"
DESCRIPTION OF THE PROJECT

The Project:

The Project consists of:

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

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

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

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

The rationale for differentiating the amount of financial assistance provided:

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

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

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

Resolution

Number 21-0700

Adopted Date May 25, 2021

**APPROVE AGREEMENTS AND ADDENDUMS WITH VARIOUS PROVIDERS
RELATIVE TO HOME PLACEMENT AND RELATED SERVICES ON BEHALF OF
WARREN COUNTY CHILDREN SERVICES**

BE IT RESOLVED, to approve and authorize the Warren County Board of Commissioners to enter into the agreements and addendums with the following providers relative to home placement and related services for calendar year 2021, on behalf of Children Services as attached hereto and made a part hereof:

1. Lutheran Homes Society, Inc dba Genacross Family & Youth Services
2. Nika's Group Home, LLC

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

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

Resolution adopted this 25th day of May 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a – Lutheran Homes Society, Inc. dba Genacross Family & Youth Services
c/a – Nika's Group Home, LLC.
Children Services (file)

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 21-0701

Adopted Date May 25, 2021

ACKNOWLEDGE PAYMENT OF BILLS

BE IT RESOLVED, to acknowledge payment of bills from 5/18/21 and 5/20/21 as attached hereto and made a part hereof.

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

Mr. Young – yea

Mrs. Jones – yea

Mr. Grossmann – yea

Resolution adopted this 25th day of May 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/tao

cc: Auditor ✓

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

Resolution

Number 21-0702

Adopted Date May 25, 2021

APPROVE A SUBDIVISION PUBLIC IMPROVEMENT PERFORMANCE AND MAINTENANCE SECURITY RELEASE WITH M/I HOMES OF CINCINNATI, LLC FOR KERRISDALE SUBDIVISION, SECTION 1, SITUATED IN DEERFIELD TOWNSHIP

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

RELEASE

Bond Number	:	19-004 (W/S)
Development	:	Kerrisdale Subdivision, Section 1
Developer	:	M/I Homes of Cincinnati, LLC
Township	:	Deerfield
Amount	:	\$49,246.94
Surety Company	:	The Hanover Insurance Company (#1075024)

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

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

Resolution adopted this 25th day of May 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cgb

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

Resolution

Number 21-0703

Adopted Date May 25, 2021

APPROVE A STREET AND APPURTENANCES (INCLUDING SIDEWALKS) BOND RELEASE FOR SORAYA FARMS, LLC, FOR COMPLETION OF IMPROVEMENTS IN SORAYA FARMS, SECTION FOUR SITUATED IN CLEARCREEK TOWNSHIP.

BE IT RESOLVED, upon recommendation of the Warren County Engineer, to approve the following street and appurtenances bond release:

BOND RELEASE

Bond Number	: 17-005 (P/S)
Development	: Soraya Farms, Section Four
Developer	: Soraya Farms, LLC
Township	: Clearcreek
Amount	: \$81,850.00
Surety Company	: First Financial Bank (LOC #820112325)

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

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

Resolution adopted this 25th day of May 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

Cc: Soraya Farms, LLC, Attn: Adam Sweeney, 8534 Yankee St., Dayton, Oh 45458
First Financial Bank, 300 High St., Hamilton, Oh 45011
Engineer (file)
Bond Agreement file

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

Resolution

Number 21-0704

Adopted Date May 25, 2021

APPROVE ROTHSCHILD COURT AND MARGAUX COURT IN SORAYA FARMS, SECTION FOUR FOR PUBLIC MAINTENANCE BY CLEARCREEK TOWNSHIP

WHEREAS, the Warren County Engineer has verified that Rothschild Court and Margaux Court has been constructed in compliance with the approved plans and specifications; and

Street Number	Street Name	Street Width	Street Mileage
2606-T	Rothschild Court	0'-29'-0'	0.068
2584-T	Margaux Court	0'-29'-0'	0.082

NOW THEREFORE BE IT RESOLVED, to accept the above street name for public maintenance by Clearcreek Township; and

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

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

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

Resolution adopted this 25th day of May 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Map Room (Certified copy)
Township Trustees
Ohio Department of Transportation
Engineer
Developer
Bond file

NOTES

- A 15' wide public utility easement exists behind right-of-way notes shown indicated as a greater distance.
- Minimum Building Setbacks per Resolution No. 3109, March 15, 2007 (distances measured from indicated R/W and/or defined easements for R/W).
- State Family Discharge: Front Yard - 40' Side Yard - 5' per side (lots width 55'-74') Rear Yard - 20' per side (lots width 85' and greater) Rear Slope - 2%
- Boundary line based on the west right-of-way line of S1. Rte. 49 (N 02°57'45" W) as recorded in the deed to Soraya Farms, LLC recorded in Official Record Book 2697, Page 796, which is based on a survey by Shaw Bales and Bergquist, dated 07/13/91 and recorded in Survey Maps 88, Plat No. 20.
- The reference of succession along boundary lines generally conforms with the boundary shown hereon.
- All construction to be done in good condition except as noted.
- Professional documents and sources of data are as shown hereon.
- The Home Owner's Association is responsible for providing and showing water facilities located outside of the public right-of-way including sewer, structures, enclosure/retention basins, and pump thoma.

PERMITS/REFERENCES:

SORAYA FARMS, LLC
 SECTION THREE
 O.R. 2697, PG. 240
 P.R. 88, PG. 120

SORAYA FARMS
 SECTION ONE
 P.R. 82, PG. 44-48

SORAYA FARMS
 SECTION TWO
 P.R. 84, PG. 91

SORAYA FARMS
 SECTION FOUR
 P.R. 84, PG. 83 (MONTGOMERY CO.)
 P.R. 3, PG. 307 (WARREN CO.)

RECORD PLAN
SORAYA FARMS
SECTION FOUR

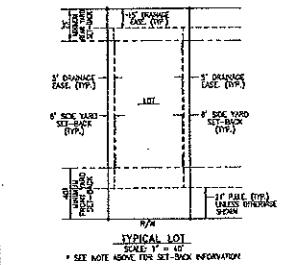
LOCATED IN:
 SECTION 27 TOWN 3, RANGE 6 M.Rs.
 CLEARCREEK TOWNSHIP
 WARREN COUNTY, OHIO
 CONTAINING: 6.2333 AC.
 JULY 7, 2016

STREET DATA

MINUTWOOD ROAD
 FROM SEC. 4 TO E MARGAUX COURT = 180.00'
 E MARGAUX COURT TO END SECTION FOUR = 180.00'
 TOTAL = 360.00'

MARGAUX COURT
 E MARGAUX ROAD TO E CHAMBREY ST. = 434.85'
 TOTAL = 434.85'

SORAYA FARMS, SECTION FOUR
 TOTAL STREET CENTERLINE LENGTH = 794.85'



OCCUPATION STATEMENT:
 OCCUPATIONAL, WHERE IT EXISTS, GENERALLY AGREES WITH MONUMENTATION FOUND.

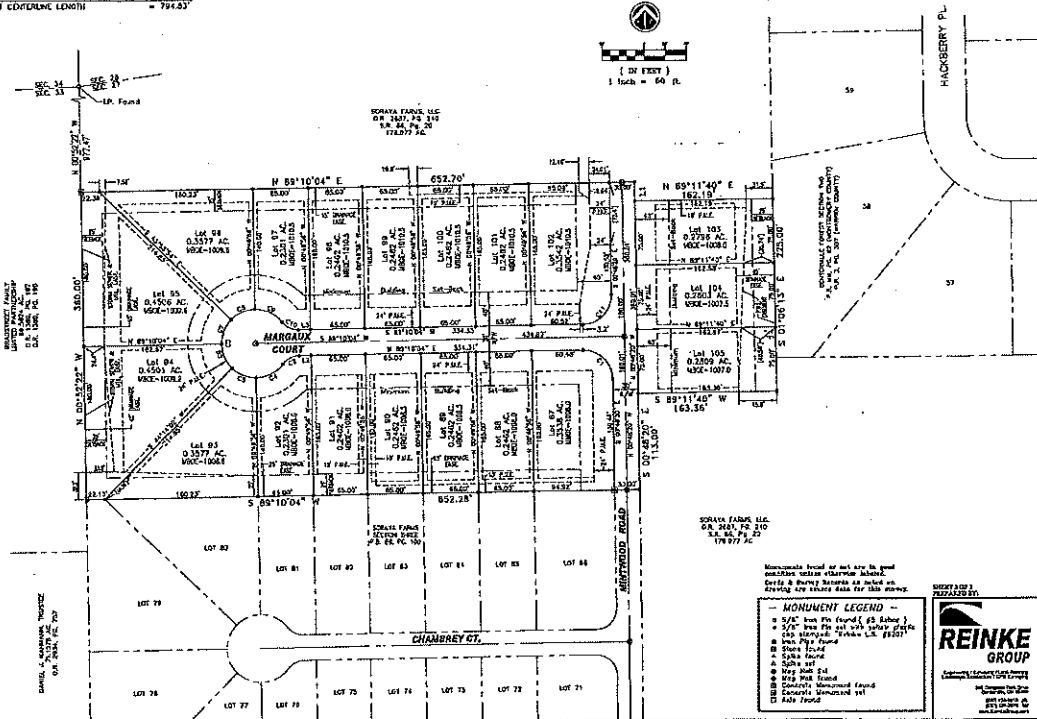
NOTE:
 UNDER - INDICATES "WINDSHIELD BUILDING ELEVATION"

ACREAGE TABULATION

RESIDENTIAL LOTS #87-#105 = 5.6847 AC.
 RESIDENTIAL STREET R/W = 0.5486 AC.
 TOTAL = 6.2333 AC.

LINE	BEARING	LENGTH
L1	S 00°48'20" E	22.01'
L2	N 88°12'04" E	13.83'
L3	S 88°12'04" W	13.83'

CURVE	RADIUS	WIDTH	DELTA	BEARING	CHORD
C1	34.50'	44.21'	89°01'36"	S 43°45'56" E	58.60'
C2	24.80'	22.34'	92°14'17"	N 83°02'58" E	24.07'
C3	49.60'	198.60'	284°28'24"	S 20°49'57" E	48.88'
C4	49.60'	36.82'	82°30'04"	N 83°10'34" E	25.30'
C5	49.60'	31.68'	41°58'00"	S 84°10'01" E	28.62'
C6	49.60'	31.37'	41°58'00"	S 23°17'57" E	30.27'
C7	49.60'	31.37'	41°58'00"	S 21°40'36" W	30.27'
C8	49.60'	31.38'	41°58'00"	S 83°50'00" W	30.09'
C9	49.60'	35.87'	32°30'04"	N 84°40'47" W	33.38'
C10	24.80'	22.34'	92°14'11"	N 84°52'21" W	21.97'
C11	34.50'	54.16'	88°58'24"	S 44°10'27" W	48.78'



Monuments found on site are in good condition unless otherwise indicated. Setbacks shown hereon are based on existing survey data for this survey.

MONUMENT LEGEND

- 5/8" Iron Pin (Found & 25' Below 1)
- 5/8" Iron Pin (Set with survey grade)
- 1/2" Aluminum "Tack" (Found L.S. #1017)
- Iron Pipe (Found)
- Stone (Found)
- Aluminum (Found)
- Steel Bolt (Found)
- Steel Pipe (Found)
- Concrete Monument (Found)
- Concrete Monument (Set)
- Asphalt (Found)

REINKE GROUP
 Surveyors
 10000 W. Main St.
 Cincinnati, OH 45241
 Phone: (513) 763-1000
 Fax: (513) 763-1001
 Website: www.reinkegroup.com

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

Resolution

Number 20-0063

Adopted Date January 7, 2020

APPROVE THE ROAD NAME CHANGE OF MINTWOOD ROAD IN CLEARCREEK TO ROTHSCHILD COURT

WHEREAS, this Board met this 7th day of January 2020 to consider a request for a road name change from Mintwood Road to Rothschild Court in Soraya Farms, Section 3, Section 4 and Section 5, Clearcreek Township; and

WHEREAS, this Board has considered the recommendation from the Warren County Engineer, Tax Map Department and all those present to speak in favor of the road name change with no persons present to speak in opposition; and

NOW THEREFORE BE IT RESOLVED, to approve the road name change of Mintwood Road to Rothschild Court in Soraya Farms, Section 3, Section 4 and Section 5, in Clearcreek Township further described in Exhibit A as attached hereto and made a part hereof.

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

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

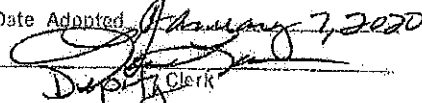
Resolution adopted this 7th day of January 2020.


CERTIFIED COPY
WARREN COUNTY COMMISSIONERS

BOARD OF COUNTY COMMISSIONERS

Resolution No. 20-0063

Date Adopted January 7, 2020


Deputy Clerk


Tina Osborne, Clerk

cc: Property Owners
Clearcreek Township
Engineer (file) (certified)
Road Name Change file
Auditor (certified)
Dispatch
GIS
Sheriff's Office
Recorder (certified)
Map Room

RECORD OF RESOLUTIONS

BAKELT BROTHERS, PUBLISHERS, SPRINGFIELD, OHIO

Form 6301

Resolution No. 5302 Passed May 10, 2021

CLEARCREEK TOWNSHIP
WARREN COUNTY, OHIO

RESOLUTION ACCEPTING PUBLIC STREETS FOR MAINTENANCE IN SORAYA FARMS, SECTION FOUR, CLEARCREEK TOWNSHIP, WARREN COUNTY, OHIO, AND DISPENSING WITH THE SECOND READING

WHEREAS, the Board of County Commissioners for Warren County has accepted the following streets in Soraya Farms, Section Four, and approved them for maintenance by Clearcreek Township, and Clearcreek Township is accepting the same for maintenance (relevant parts of): Rothschild Court (formerly known as Mintwood Road), and Margaux Court.

NOW THEREFORE, BE IT RESOLVED by the Board of Clearcreek Township Trustees that:

SECTION 1. Clearcreek Township accepts for maintenance the relevant parts of the following streets in Soraya Farms, Section Four: Rothschild Court (formerly known as Mintwood Road), and Margaux Court.

SECTION 2. The Trustees of Clearcreek Township, upon majority vote, hereby dispenses with the requirement that this Resolution be read on two separate days, and authorizes the adoption of this Resolution upon its first reading.

Mr. GABBARD moved to adopt the foregoing Resolution. Mr. MUTERSPAW seconded the motion and upon the call of the roll the following vote resulted:

Mr. Wade - YEA
Mr. Gabbard - YEA
Mr. Muterspaw - YEA

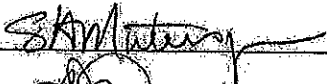
Resolution adopted at a regular public meeting conducted May 10, 2021.

THE BOARD OF
CLEARCREEK TOWNSHIP TRUSTEES

Law Director Bryan Pacheco
Approved as to form









Resolution

Number 21-0705

Adopted Date May 25, 2021

APPROVE CASH ADVANCE, SUPPLEMENTAL APPROPRIATION AND OPERATING TRANSFER INTO PARKS FUND #9938

BE IT RESOLVED, to approve the following cash advance and operating transfer:

Cash Advance

\$410,250.00 from 1101-45556 (Advance of Cash Out)
into 9938-45555 99387533-AAREVENUE (Cash Advance In)

Supplemental Appropriation

\$138,000.00 into 11011111-5784 (General Fund – BOCC Grant Park District)

Operating Transfer

\$138,000.00 from 11011111-5784 (General Fund – BOCC Grant Park District)
\$138,000.00 into 9938-49000 99387533-AAREVENUE (Park – Distributions & Transfers)

BE IT FURTHER RESOLVED, said cash advance shall be repaid upon sufficient revenue in fund 9938.

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

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

Resolution adopted this 25th day of May 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Parks Board (file)
Cash Advance file
Operational Transfer file.
OMB

BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO

Resolution

Number 21-0706

Adopted Date May 25, 2021

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

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

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

\$ 18,031.06	from #11011112 5997	(Operational Transfers)
	into 5510 44100 55103200 AAREVENUE	(Water Revenue - Interest Earnings)
\$ 1,063.23	from #11011112 5997	(Operating Transfers)
	into #5575 44100 55753300 AAREVENUE	(Sewer Construction Project - Interest Earnings)
\$ 15,113.62	from #11011112 5997	(Operational Transfers)
	into #5580 44100 55803300 AAREVENUE	(Sewer Revenue - Interest Earnings)
\$ 2,082.70	from #11011112 5997	(Operational Transfers)
	into #5583 44100 55833200 AAREVENUE	Water Construction Projects - Interest Earnings)

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

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

Resolution adopted this 25th day of May 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

Tz/

cc: Auditor
Water/Sewer (file)

OMB
Operational Transfer file

2021 Mo End	Weighted Average Portfolio Yield	Account	Balance	Interest Credit
January	1.088757343	5510	\$ 36,620,886.59	\$ 25,596.70
		5575	\$ 1,500,611.22	\$ 1,048.87
		5580	\$ 29,755,445.14	\$ 20,798.00
		5583	\$ 2,857,954.55	\$ 1,997.61
		2209	\$ 26,656.79	\$ 18.63
		2210	\$ 399,795.60	\$ 279.44
February	1.072480097	5510	\$ 37,453,259.14	\$ 25,670.47
		5575	\$ 1,260,462.36	\$ 863.92
		5580	\$ 30,322,371.19	\$ 20,782.96
		5583	\$ 1,533,269.91	\$ 1,050.90
		2209	\$ 26,664.51	\$ 18.28
		2210	\$ 380.98	\$ 0.26
March	0.955288680	5510	\$ 34,322,071.44	\$ 20,172.47
		5575	\$ 2,722,808.38	\$ 1,600.30
		5580	\$ 28,789,190.05	\$ 16,920.57
		5583	\$ 4,994,923.51	\$ 2,935.72
		2209	\$ 26,701.42	\$ 15.69
		2210	\$ 660.68	\$ 0.39
April	0.865512291	5510	\$ 35,153,276.99	\$ 18,031.06
		5575	\$ 2,072,865.49	\$ 1,063.23
		5580	\$ 29,465,438.47	\$ 15,113.62
		5583	\$ 4,060,426.69	\$ 2,082.70
		2209	\$ 26,717.11	\$ 13.70

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

Resolution

Number 21-0707

Adopted Date May 25, 2021

APPROVE SUPPLEMENTAL APPROPRIATION INTO GENERAL FUND FRANKLIN MUNICIPAL COURT FUND #11011271

BE IT RESOLVED, to approve the following supplemental appropriation:

\$2,462.00 into #11011271-5155 (General Fund - Franklin Personal Services Reimb)

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

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

Resolution adopted this 25th day of May 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor
Supplemental Appropriation file
OMB (file)
Franklin Municipal file

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

Resolution

Number 21-0708

Adopted Date May 25, 2021

APPROVE SUPPLEMENTAL ADJUSTMENT FOR WARREN COUNTY COMMON PLEAS
COURT COMMUNITY BASED CORRECTIONS #2289

BE IT RESOLVED, to approve the following supplemental adjustment:

\$ 12,000.00 into BUDGET-BUDGET 22891227 5210 (Materials/Supplies)

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

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

Resolution adopted this 25th day of May 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

Supplemental Adjustment 2289

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

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

Resolution

Number 21-0709

Adopted Date May 25, 2021

APPROVE SUPPLEMENTAL APPROPRIATION INTO ROAD INFRASTRUCTURE FUND
#4451

BE IT RESOLVED, to approve the following supplemental appropriation for current year TID projects:

\$ 3,450,000.00 into #44513120-5910 (Road Infra – Other Expense)

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

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

Resolution adopted this 25th day of May 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor
Supplemental Appropriation file
Commissioners file
OMB – S. Spencer

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

Resolution

Number 21-0710

Adopted Date May 25, 2021

APPROVE APPROPRIATION ADJUSTMENT FROM COMMISSIONERS GENERAL FUND #11011110 INTO COMMON PLEAS COURT FUND #11011220

BE IT RESOLVED, to approve the following appropriation adjustment from Commissioners Fund #11011110 into Common Pleas Court Fund #11011220 in order to process a vacation leave payout for Valerie Judge-Myers former employee of Common Pleas Court:

\$5,804.00	from	#11011110-5882	(Commissioners - Vacation Leave Payout)
	into	#11011220-5882	(Common Pleas Court - Vacation Leave Payout)

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

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

Resolution adopted this 25th day of May 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Appropriation Adjustment file
V. Judge-Myers (file)
OMB
Common Pleas (file)

Resolution

Number 21-0711

Adopted Date May 25, 2021

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

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

\$734.00	from	#11011110-5882	(Commissioners - Vacation Leave Payout)
	into	#11011600-5882	(Facilities Management - Vacation Leave Payout)

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

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

Resolution adopted this 25th day of May 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

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

Resolution

Number 21-0712

Adopted Date May 25, 2021

APPROVE APPROPRIATION ADJUSTMENT FROM COMMISSIONERS GENERAL FUND #11011110 INTO BUILDING AND ZONING FUND #11012300

BE IT RESOLVED, to approve the following appropriation adjustment from Commissioners Fund #11011110 into Building and Zoning Fund #11012300 in order to process a vacation leave payout for Jennifer Lyons former employee of Building and Zoning:

\$1,591.00	from	#11011110-5882	(Commissioners - Vacation Leave Payout)
	into	#11012300-5882	(Building and Zoning - Vacation Leave Payout)

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

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

Resolution adopted this 25th day of May 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Appropriation Adjustment file
Building and Zoning (file)
OMB

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

Resolution

Number 21-0713

Adopted Date May 25, 2021

APPROVE APPROPRIATION ADJUSTMENT FROM COMMISSIONERS GENERAL FUND #11011110 INTO TELECOMMUNICATIONS FUND #11012812

BE IT RESOLVED, to approve the following appropriation adjustment from Commissioners Fund #11011110 into Telecommunications Fund #11012812 in order to process a vacation leave payout for Daniel Bunning former employee of Telecommunications:

\$2,087.00	from	#11011110-5882	(Commissioners - Vacation Leave Payout)
	into	#11012812-5882	(Telecommunications - Vacation Leave Payout)

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

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

Resolution adopted this 25th day of May 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Appropriation Adjustment file
Telecommunications (file)
OMB

BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO

Resolution

Number 21-0714

Adopted Date May 25, 2021

APPROVE APPROPRIATION ADJUSTMENTS FROM BOARD OF ELECTIONS FUND #11011301
TO #11011300

BE IT RESOLVED, to approve the following appropriation adjustments:

\$14,000	from #11011301-5210	(OFFICE SUPPLIES)
	into #11011300-5317	(NON CAP PURCHASE)
\$3,700	from #11011301-5910	(TRAVEL)
	into #11011300-5317	(NON CAP PURCHASE)
\$50,000	from #11011301-5151	(POLL WORKERS)
	into #11011300-5151	(POLL WORKERS)
\$40,000	from #11011301-5151	(POLL WORKERS)
	into #11011300-5111	(PART TIME WORKERS)

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

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

Resolution adopted this 25th day of May 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

Appropriations adj

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

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

Resolution

Number 21-0715

Adopted Date May 25, 2021

APPROVE APPROPRIATION ADJUSTMENT WITHIN GENERAL FUND
COURT OF COMMON PLEAS #11011220

BE IT RESOLVED, to approve the following appropriation adjustment:


\$ 3,500.00 from #11011220-5400 (Purchased Services)
 into #11011220-5210 (Materials-Supplies)

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

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

Resolution adopted this 25th day of May 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

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

Resolution

Number 21-0716

Adopted Date May 25, 2021

APPROVE APPROPRIATION ADJUSTMENTS WITHIN WCSO FUNDS #1101

BE IT RESOLVED, to approve the following appropriation adjustments within Warren County Sheriff's Office Fund #1101:

\$34,000.00	from	11012200 5223	GAS & OIL – OPERATING SUPPLIES
	into	11012200 5310	VEHICLE CAPITAL OUTLAY

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

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

Resolution adopted this 25th day of May 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

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

Resolution

Number 21-0717

Adopted Date May 25, 2021

APPROVE REQUISITIONS AND AUTHORIZE COUNTY ADMINISTRATOR TO SIGN DOCUMENTS RELATIVE THERETO

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

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

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

Resolution adopted this 25th day of May 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Commissioners' file

REQUISITIONS

Department	Vendor Name	Description	Amount
WAT	PAMELA R PHIPPS	TITLE SEARCHES FOR UNION ROAD WATERLINE PROJECT	\$ 900.00
WAT	MIDDLETOWN FORD INC	2022 FORD F350 OXFORD WHITE TRUCK	\$ 47,410.20
WAT	LARRY SMITH INC	CW RIVERIA DR WATER MAIN PROJECT	\$ 420,427.00
TEL	SECURE CYBER DEFENSE LLC	CYBER SECURE DEFENSE ENDPOINT DETECTION & RESPONSE	\$ 315,440.00
WAT	INDIANA & OHIO RAILWAY COMPANY	LICENSE FEES FOR SOUTH UNION RD PROJECT	\$ 860.00

5/25/2021 APPROVED:

Tiffany Zindel, County Administrator

Resolution

Number 21-0718

Adopted Date May 25, 2021

ACCEPT AMENDED CERTIFICATE FOR THE BOARD OF ELECTIONS SECURITY
GRANT FUND 2209 IN THE AMOUNT OF \$203.51 AND APPROVE SUPPLEMENTAL
APPRORIATION

WHEREAS, the Board of Elections has received federal dollars from the Help America Vote Act.

WHEREAS, in order to appropriate said funds an amended certificate is necessary; and

NOW THEREFORE BE IT RESOLVED, to accept the amended certificate from the Warren County Budget Commission in the amount of \$203.51 for the Board of Elections Security Grants Fund 2209:

Supplemental Appropriation Adjustment

13,665.00	into 22091300-5317	Non Cap Purchase
13,065.81	into 22091300-5950	Grant Refund

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

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

Resolution adopted this 25th day of May 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: BOE
Commissioners (file)

Resolution

Number 21-0719

Adopted Date May 25, 2021

RESOLUTION TO ENTER INTO COMMUNITY REINVESTMENT AREA AGREEMENT WITH CFPN OHIO, LLC AND LEBANON CITY SCHOOL DISTRICT

WHEREAS, the Warren County Board of Commissioners (hereinafter "County"), by Resolution No. 18-1777, adopted on November 13, 2018 (the "Resolution"), designating the area specified in the Resolution as the Community Reinvestment Area (the "CRA") pursuant to R.C. Sections 3735.65 through 3735.70, and authorized a real property tax exemption for the construction of new structures and the remodeling of existing structures in the CRA in accordance with the CRA Act; and,

WHEREAS, CFPN OHIO, LLC (hereinafter "Developer") has submitted to the County an application for a community reinvestment area agreement seeking real property tax abatement for the real property contained within Turtlecreek Township, Warren County and the CRA, consisting of 292.8794 Acres (hereinafter "Project Site"); and,

WHEREAS, CFPN OHIO, LLC has described in its application that the Project Site will be developed as a commerce center, including but not limited to multiple distribution warehouse buildings together with related site improvements consisting of a total of approximately 4,000,000 square feet in total improvements, and generating approximately \$45,000,000 in total payroll; and,

WHEREAS, the Project Area is located in the Lebanon City School District [hereinafter "School District"], and the board of education of the School District has been notified of the proposed approval of this Agreement in accordance with R.C. Sections 3735.671 and 5709.83, or has waived such notice, and has been given a copy of the Application and a draft of this Agreement and has (i) approved the terms of this Agreement, including the maximum abatement of real property tax permitted by the Resolution of 75% for fifteen (15) years subject to the terms below; (ii) waived their rights to receive the forty-five (45) day and fourteen (14) day notices under R.C. Sections 3735.67 and 5709.83; and (iii) consented to the approval and execution of this Agreement.

NOW THEREFORE BE IT RESOLVED, to enter into the Community Reinvestment Area Agreement [attached below] with Developer and the School District pursuant to R.C. Section 3735.67(A) and in conformance with the format required under R.C. Section 3735.671(B)

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

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

RESOLUTION #21- 0719

May 25, 2021

PAGE 2

Resolution adopted this 25th day of May 2021.

BOARD OF COUNTY COMMISSIONERS

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

Tina Osborne, Clerk

cc: C/A-- CFPN OHIO, LLC
Economic Development (file)

Resolution

Number 21-0720

Adopted Date May 25, 2021

APPROVE THE REZONING APPLICATION OF ROBERT AND MAUREEN ARMBRUST TO REZONE 9.0851 ACRES FROM COMMUNITY BUSINESS ZONE 'B2' TO RURAL RESIDENTIAL "RU" IN WASHINGTON TOWNSHIP

WHEREAS, this Board met this 25th day of May 2021, virtually and in the Commissioners' Meeting Room, to consider the rezoning application (Case #2021-02) of Robert and Maureen Armbrust, owners of record, to consider the rezoning of 9.0851 acres located at 1480 Corwin Road in Washington Township (Parcel # 0901253012) from Community Commercial Business Zone "B2" to Rural Residential "RU"; and

WHEREAS, this Board has considered the recommendation from the Regional Planning Commission Executive Committee, the decision of the Rural Zoning Commission, and all those present to speak in favor of the rezoning with no one present to speak in opposition; and

NOW THEREFORE BE IT RESOVLED, to approve the rezoning application of Robert and Maureen Armbrust, to rezone 9.0851 in Washington Township from Community Commercial Business Zone "B2" to Rural Residential "RU".

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

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

Resolution adopted this 25th day of May 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: RPC
RZC
Rezoning file
Applicant
Township Trustees

Resolution

Number 21-0721

Adopted Date May 25, 2021

DESIGNATE FAMILY AND MEDICAL LEAVE OF ABSENCE TO ALLISON LYONS,
WITHIN THE TELECOMMUNICATIONS DEPARTMENT

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

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

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

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

Resolution adopted this 25th day of May 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Telecom (file)
A. Lyons' FMLA file
OMB – Sue Spencer

Resolution

Number 21-0722

Adopted Date May 25, 2021

HIRE KYLE REDDICK AS SEWER COLLECTIONS WORKER II WITHIN THE WARREN COUNTY WATER AND SEWER DEPARTMENT

BE IT RESOLVED, to hire Kyle Reddick, as Sewer Collections Worker II, within the Warren County Water and Sewer Department, classified, full-time permanent, non-exempt status (40 hours per week), nonstandard work week, Pay Range #13, \$18.53 per hour, effective June 14, 201, subject to a negative background check, drug screen, and a 365-day probationary period.

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

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

Resolution adopted this 25th day of May 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

H/R

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

Resolution

Number 21-0723

Adopted Date May 25, 2021

DESIGNATE FAMILY AND MEDICAL LEAVE OF ABSENCE TO GARY HARDWICK,
WITHIN THE TELECOMMUNICATIONS DEPARTMENT

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

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

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

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

Resolution adopted this 25th day of May 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Telecom (file)
G. Hardwick's FMLA file
OMB – Sue Spencer