



BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO
406 Justice Drive, Lebanon, Ohio 45036
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commissioners@co.warren.oh.us

Telephone (513) 695-1250
Facsimile (513) 695-2054

TOM GROSSMANN
SHANNON JONES
DAVID G. YOUNG

GENERAL SESSION AGENDA

August 8, 2023

- #1 **Clerk — General**
- #2 **9:00** **ADMINISTRATIVE HEARING – Site Plan Review Application for
Shaker Woods in Turtlecreek Township**

The Board of Commissioners' public meetings can now be streamed live at [Warren County Board of Commissioners - YouTube](#)

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.

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

M
M
M

Resolution adopted this 27th day of July 2023.

BOARD OF COUNTY COMMISSIONERS

Tina Osborne, Clerk

/tao

cc: Commissioners' file

REQUISITIONS

Department	Vendor Name	Description	Amount
WAT	J&J ENVIRONMENTAL	SEW SANITARY POINT LINER REPAI	\$ 50,000.00

8/8/2023 APPROVED:

Tiffany Zindel, County Administrator

CONSENT AGENDA*

August 8, 2023

Approve the minutes of the August 1, 2023, Commissioners' Meeting.

PERSONNEL

- 1. Hire Jordan Snyder as Infrastructure System Supervisor within Telecommunications*
- 2. Authorize "Administrative Clerk" position within Children Services*
- 3. Approve promotion of Kaylie French to Case Aide within Children Services*
- 4. Hire Alec Smith as Eligibility Referral Specialist II within Human Services*

GENERAL

- 5. Set public hearing for the rezoning application of Greg Thurman (Redwood USA), Agent, to Rezone 63.812 acres along Columbia Road in Union Township from "MXU-C" with an Interstate Highway Overlay to "MXU-C" with a PUD; hearing August 29, 2023, at 9:15 a.m.*
- 6. Cancel the Thursday, August 10, 2023, Commissioner Meeting*
- 7. Enter into contract with Ohio Department of Health for TB Funding on behalf of the WC Combined Health District*
- 8. Approve liquor permit application for an event at the WC Fairgrounds on August 13, 2023*
- 9. Approve notice of intent to award bid to J.K. Meurer Corp. for the FY23 Union Township CDBG Project*
- 10. Approve notice of intent to award bid to J & J Environmental, Inc. for the as needed sanitary point liner repairs project for the W/S Department*
- 11. Enter into H2Ohio Direct Assistance Grant Agreement with the OEPA for reimbursement of eligible project/program costs on behalf of W/S Department*
- 12. Advertise Notice of Disadvantaged Business Enterprise (DBE) Goals for FY 2023 and 2024 for Warren County Transit*
- 13. Authorize President of the Board to accept and sign the updated Warren County Transit Service Safety Plan*
- 14. Declare various items as surplus and authorize disposal through internet auction*
- 15. Acknowledge receipt of July 2023 Financial Statement*
- 16. Acknowledge payment of bills*
- 17. Approve various performance and maintenance bond releases and accept streets for public maintenance*
- 18. Approve final plat*

FINANCIAL

- 19. Accept amended certificate and approve supplemental appropriation into Grants Administration 2265*
- 20. Approve supplemental appropriation into Commissioners 11011110*
- 21. Approve appropriation adjustments from Commissioners 11011110 into Juvenile 11011240 and 11012600 for payouts*

**Please contact the Commissioners' Office at (513) 695-1250 for additional information or questions on any of the items listed on the Consent Agenda*

August 8, 2023

FOR CONSIDERATION NOT ON CONSENT AGENDA

1. Appoint an evaluation committee relative to the Request for Qualifications associated with Design-Build Services for the Warren County Court Project
2. Authorize President of the Board to enter into temporary revocable license agreement with City Gate Church relative to temporary use of property (Labor Day Fireworks Display)
3. Approve and authorize County Administrator to execute Sublease Amendment No. 2 with American Towers relative to the telecommunications tower at the Warren County Fairgrounds

APPOINT AN EVALUATION COMMITTEE RELATIVE TO THE REQUEST FOR QUALIFICATIONS ASSOCIATED WITH DESIGN-BUILD SERVICES FOR THE WARREN COUNTY COURT PROJECT.

WHEREAS, the Board has issued a Request for Qualifications for design-build services associated with the Warren County Court Project; and

WHEREAS, it is the desire of the Board to establish an evaluation committee to review the Request for Qualifications submittals prior to selection of short-listed firms by this Board; and

NOW THEREFORE BE IT RESOLVED, to appoint the following members to the evaluation committee associated with the Warren County Court Project:

- Tiffany Zindel, County Administrator
- Martin Russell, Deputy County Administrator
- Melissa Moubray, Court Administrator, County Court
- Michelle Tegtmeier, Director of Building & Zoning
- Trevor Hearn, Director of Facilities Management

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

M
M
M

Resolution adopted this 8th day of August 2023.

BOARD OF COUNTY COMMISSIONERS

Tina Osborne, Clerk

cc:

AUTHORIZE PRESIDENT OF THE BOARD TO ENTER INTO TEMPORARY REVOCABLE LICENSE AGREEMENT WITH CITY GATE CHURCH RELATIVE TO TEMPORARY USE OF WARREN COUNTY PROPERTY

WHEREAS, this Board is in receipt of a request from City Gate Church to utilize land located within the City of Lebanon adjacent to the Warren County Water Department's Water Warehouse for a fireworks display on Sunday, September 3, 2023; and

NOW THEREFORE BE IT RESOLVED, to approve and authorize the President of the Board to enter into Temporary Revocable License Agreement with City Gate Church, as attached hereto and made a part hereof.

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

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

Resolution adopted this 8th day of August 2023.

BOARD OF COUNTY COMMISSIONERS

Tina Osborne, Clerk

LL/

cc: C/A—City Gate Church
Water/Sewer (file)

WARREN COUNTY
2023 JUL 31 AM 10:52
RECEIVED

Temporary Revocable License Agreement

The Board of Commissioners of Warren County, Ohio, 460 Justice Drive, Lebanon, OH 45036 (the "Licensor") grants a temporary revocable license to City Gate Church of Cincinnati, Inc., 1004 Columbus Avenue, Lebanon, OH 45036 (the "Licensee") to use the property (land only) located at 1200 Monroe Road, Lebanon, OH 45036, commonly referred to as the Warren County Water Department's Water Warehouse as more particularly described herein (the "Premises"), for the limited purpose and time, and subject to the following terms and conditions, set forth in this Agreement.


1. The temporary license is for the limited purpose of setting up and launching fireworks from Licensor's property illustrated on the attached Exhibit A and identified thereon as Acct. # 613075. All buildings, structures, or other physical apparatus are excluded from this Agreement – the agreement only grants the right to use open space/vacant land identified in Exhibit A
2. The temporary license is for the limited time of Sunday, September 3, 2023.
3. The temporary license shall not be effective until such time as the following conditions have been fully satisfied by the Licensee and evidence of such compliance is delivered to the County Administrator:
 - Licensee provides written verification to Licensor that the fireworks will be set up and launched by an insured commercial company experienced in fireworks displays; and,
 - Licensee has all permits in hand from the City of Lebanon and any other applicable governmental agency required for hosting a firework display; and,
 - Licensee has representatives from the Lebanon Fire Department on site for the event; and,
 - Licensee provides Licensor a certificate of insurance evidencing that Licensee has in effect on September 3, 2023, casualty and liability insurance coverage for special events including fireworks displays with minimum limits of Two Million Dollars (\$2,000,000.00) that names the Licensor and its officials and employees as an additional insured, and such certificate evidences such policy provides the same limits of coverage for Licensor and Licensor's premises as it provides for the primary insured and the primary insured's premises; and,
 - Licensee has this Agreement executed by its representative as authorized by a governing board or trustees.
4. Licensee shall be solely responsible for cleaning up and restoring the Premises to a reasonably close to the condition that existed prior to Licensee and its contractor entering onto the Premises.
5. Licensee acknowledges that use of the Premises may entail known and unanticipated risks that could result in property damage, physical or emotional injury, paralysis or death to Licensee or to its third party guests and invitees. Licensee further understands that such risks are a known and accepted part of the use of the Premises due to: (i) the physical condition of the Premises; (ii) obstructions that cause safety hazards to the Premises; and, (iii) the inherent dangers of the activities described herein including but not limited to the display of fireworks. Licensee acknowledges that Licensor assumes no responsibility for Licensee or any third party contractors, guests' or invitees' medical condition, health, fitness, skill, abilities, predicting or anticipating weather, the elements or the terrain, nor for the adequacy or sufficiency of warnings or lack thereof, or appurtenances thereto.
6. Licensee expressly agrees and promises that Licensee fully knows and understands, accepts, and assumes all of the risks of the use of the Premises as stated above, and further to know and comply with all laws which may apply (for which Licensor makes no representation or warranty

that Licensee's intended use is legally permitted). Licensee's use of the Premises is at Licensee's request, and does so with full knowledge and in spite of all risks, both known and unknown.

7. Licensee voluntarily releases, waives, forever discharges, and agrees to hold harmless Licensor and its officials and employees from any and all claims, demands, or causes of action for negligent acts or omissions of Licensee and its elected officials, employees, and agents which are in any way connected with Licensee's use of the Premises due to: (i) the physical condition of the Premises; (ii) obstructions that cause safety hazards to the Premises; and, (iii) the inherent dangers of recreational activities including but not limited to the use of firearms.
8. Licensee hereby represents and warrants that Licensee will obtain or continue to procure a policy of insurance as provided in paragraph 1.
9. Licensee shall make no improvements, changes or alterations to the Premises, and shall not cause any damage or environmental hazards to the Premises.
10. Licensee irrevocably waives the right to file, and further agrees not to file or cause to be filed any claim or litigation regarding any and all matters covered by this Agreement. Licensee acknowledges that if anyone is injured, or property is damaged during Licensee's use of the Premises, that Licensee may be found by a court of law to have waived its right to maintain a lawsuit against Licensor and its elected officials, employees, agents and insurers, on the basis of any claim as such have been released herein.
11. Licensee agrees that if any portion of this Agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.
12. This agreement shall NOT be recorded, and may be revoked by Licensor should the property be needed for any governmental purpose as determined in the sole discretion of the Licensor.

The parties acknowledge and represent that each have had a sufficient opportunity to read this entire document and has prior to signing it reviewed it with the assistance of legal counsel or have elected not to review it with the assistance of legal counsel; and, each do further acknowledge and represent that they understood its contents, and shall be legally bound by its terms.

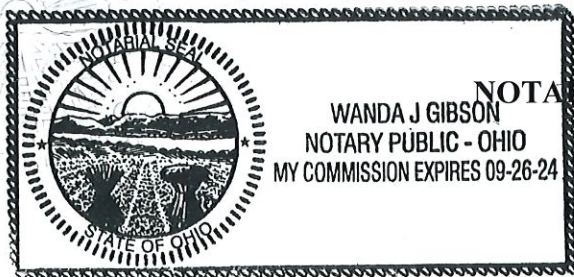
LICENSEE: [CITY GATE CHURCH]

SIGNATURE: 
NAME: Dustan White
TITLE: Operations
DATE: 7/20/23

STATE OF OHIO, COUNTY OF WARREN, ss:

Sworn to and subscribed before me, a Notary Public, in the said County and State, by an individual known or proven to me to be DUSTAN WHITE, the authorized representative of the Licensee in the forgoing Agreement, on this 20th day of July, 2023.

[seal]



NOTARY PUBLIC: 

IN EXECUTION WHEREOF, the Board of Commissioners of Warren County, Ohio, has cause this agreement to be executed on its behalf, by its President or Vice-President, pursuant to Resolution Number _____, dated ____ day of _____, 2023.



LICENSOR: [WARREN COUNTY, OHIO]

SIGNATURE: _____

NAME: _____

TITLE: _____

DATE: _____

STATE OF OHIO, COUNTY OF WARREN, ss:

Sworn to and subscribed before me, a Notary Public, in the said County and State, by an individual known or proven to me to be the President or Vice-President of the Board of Commissioners of Warren County, Ohio, on this ____ day of _____, 2023.

[seal]

NOTARY PUBLIC: _____

APPROVED AS TO FORM

**Adam M. Nice
Asst. Prosecuting Attorney**

EXHIBIT A



POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 24 04 05 09

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

Any person or organization with whom the insured has agreed to waive rights of recovery, provided such agreement is made in writing and prior to the loss.

Additional Premium is Included

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV - Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

Original Set of Documents for Warren County Board of County Commissioners
(aka Board Of Warren County Commissioners)

Sublease Amendment No. 2

THIS SUBLEASE AMENDMENT No. 2 (the "*Amendment*"), is made and entered into as of the date(s) stated below, and effective upon the latter signature date hereof (the "*Effective Date*"), by and between the WARREN COUNTY BOARD OF COUNTY COMMISSIONERS (aka Board of Warren County Commissioners), an Ohio political subdivision (a "*Sublessor*" herein), and the WARREN COUNTY AGRICULTURAL SOCIETY (aka the Agricultural Society of Warren County, Ohio and the Warren County Fair Board), a body corporate and politic formed under Chapter 1711 of the Ohio Revised Code (a "*Sublessor*" herein), and American Towers LLC, a Delaware limited liability company (the "*Sublessee*" herein), or, both Sublessors may be collectively referred to as "Sublessors" and all parties may be referred to collectively as the "*Parties*".

RECITALS

WHEREAS, Sublessor, Warren County Board of County Commissioners is the fee owner of the real property described in the Warranty deed recorded on April 9, 1996 in O.R. Vol. 1211/701 and the Quit claim deed recorded on April 9, 1996 in O.R. Vol. 1211/706 (the "*Parent Parcel*") which is more particularly described on Exhibit A hereto; and,

WHEREAS, the Parent Parcel is adjacent to and used collectively with several other parcels that are commonly known as the Warren County Fairgrounds; and

WHEREAS, at all times relevant herein, the Parent Parcel has been continuously and without interruption under the control and management of Sublessor, Warren County Agricultural Society, in accordance with section 1711.31 of the Ohio Revised Code, including the time period when Sublessor, Warren County Agricultural Society granted certain rights by virtue of an Option and Site Sublease Agreement to AT&T Wireless, PCS, Inc., effective January 19, 1999 (as the same may be amended from time to time, and referred to hereinafter as the "*Lease*"); and,

WHEREAS, pursuant to Lease the Sublessee subleases a portion of the Parent Parcel and is the beneficiary of certain easements for access and public utilities (such portion of the Parent Parcel so leased along with such portion of the Parent Parcel so affected, collectively, the "*Leased Premises*"), which is more particularly described on Exhibit A hereto;

WHEREAS, the Option and Site Sublease Agreement was assigned by AT&T Wireless, PCS, Inc, to Cincinnati Bell Wireless, Inc.; and,

WHEREAS, by virtue of a Memorandum of Assignment recorded on November 5, 2010, in O.R. Vol. 5200, Page 477 in the office of the Warren County, Ohio Recorder, the Option and Site Sublease Agreement was assigned by Cincinnati Bell Wireless, LLC to Red Spires Asset Sub, LLC; and,

WHEREAS, by virtue of an Assignment recorded on April 23, 2019 as Doc. # 2019-010016 in the office of the Warren County, Ohio Recorder, the Option and Site Sublease Agreement was assigned by Red Spires Asset Sub, LLC, to American Towers LLC (the Sublessee herein); and,

WHEREAS, by virtue of a Master Lease Agreement, effective June 25, 2009, between the Warren County Board of County Commissioners (as the Lessor therein), and the Warren County Agricultural Society (as the Lessee therein), any sublease or amendments to subleases for any part of the Warren County Fairgrounds entered after the effective date requires the Warren County Board of County Commissioners to be a party to such sublease or amendment as a sublessor; and,

WHEREAS, by virtue of a Sublease Amendment No. 1, effective May 21, 2020, recorded as Doc. 2020-017746 on May 28, 2020, Sublessors and Sublessee amended the Lease to relocate the access easement to the Leased Premises and vacate the existing access easement, plus grant Sublessee an additional non-exclusive utility easement for the use and benefit of the Leased Premises; and,

WHEREAS, the Parties now desire to amend the Lease for purposes including but not limited to: i) granting Sublessee the option to extend the Lease for six (6) additional five (5) year renewal terms; ii) providing for a one-time payment to a sublessor (as provided herein) as consideration for the amendment; iii) restating the terms of the rent and rent escalation; iv) consenting to Sublessee's securitization rights in the Lease; v) replacing and restating the parties obligations relating to the notices; and, vi) replacing and restating the parties obligations relating to the payment of taxes.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants, obligations and agreements contained herein and the Lease, the Parties agree and declare as follows with the intent of being legally bound.

1. One-Time Payment. Sublessee shall pay exclusively to Sublessor, Warren County Agriculture Society, a one-time payment in the amount of **Thirty Thousand and No/100 Dollars (\$30,000.00)**, payable within thirty (30) days of the Effective Date and subject to the following conditions precedent: (a) Sublessee's receipt of this Amendment executed by Sublessors, on or before the 20th day of July, 2023; (b) Sublessee's confirmation, at its sole cost, that Sublessors' statements as further set forth in this Amendment are true, accurate, and complete, including

verification of Sublessor, Warren County Board of County Commissioners' fee ownership; (c) Sublessee's receipt of any documents and other items reasonably requested by Sublessee in order to effectuate the transaction and payment contemplated herein; and (d) receipt by Sublessee of an original Memorandum (as defined herein) executed by Sublessors.

2. **Lease Term Extended.** Notwithstanding anything to the contrary contained in the Lease Sublease Amendment No. 1 or this Amendment, the Parties agree the Lease originally commenced on May 15, 1999 and, without giving effect to the terms of this Amendment but assuming the exercise by Sublessee of all remaining renewal options contained in the Lease (each an "***Existing Renewal Term***" and, collectively, the "***Existing Renewal Terms***"), the Lease is otherwise scheduled to expire on May 31, 2029. In addition to any Existing Renewal Term(s), the Lease is hereby amended to provide Sublessee with the option to extend the Lease for each of six (6) additional five (5) year renewal terms (each a "***New Renewal Term***" and, collectively, the "***New Renewal Terms***"). Notwithstanding anything to the contrary contained in the Lease, (a) all Existing Renewal Terms and New Renewal Terms shall automatically renew unless Sublessee notifies Sublessors that Sublessee elects not to renew the Lease, as amended herein, at least sixty (60) days prior to the commencement of the next Renewal Term (as defined below) and (b) Sublessors shall be able to terminate the Lease, as amended herein, only in the event of a material default by Sublessee, which default is not cured within sixty (60) days of Sublessee's receipt of written notice thereof, provided, however, in the event that Sublessee has diligently commenced to cure a material default within sixty (60) days of Sublessee's actual receipt of notice thereof and reasonably requires additional time beyond the sixty (60) day cure period described herein to effect such cure, Sublessee shall have such additional time as is necessary (beyond the sixty [60] day cure period) to effect the cure. References in this Amendment to "***Renewal Term***" shall refer, collectively, to the Existing Renewal Term(s) and the New Renewal Term(s). Sublessors hereby agree to execute and return to Sublessee an original Memorandum of Sublease in the form and of the substance attached hereto as **Exhibit B** and by this reference made a part hereof (the "***Memorandum***") executed by Sublessors, together with any applicable forms needed to record the Memorandum, which forms shall be supplied by Sublessee to Sublessors.

3. **Rent and Escalation.** The Parties hereby acknowledge and agree that the rent payable from Sublessee to Sublessors under the Lease is currently **Two Thousand Six Hundred Twenty-Three and 84/100 Dollars (\$2,623.84)** per month (the "Rent"). Commencing on June 1, 2024 and on the beginning of each Renewal Term thereafter, Rent due under the Lease, as amended herein, shall increase by an amount equal to **fifteen percent (15%)** of the then current Rent. In the event of any overpayment of Rent prior to or after the Effective Date, Sublessee shall have the right to deduct from any future Rent payments an amount equal to the overpayment amount. Notwithstanding anything to the contrary contained in the Lease, all Rent and any other payments expressly required to be paid to Sublessor under the Lease shall be paid exclusively (unless otherwise provided herein) to **Warren County Agricultural Society** by Sublessee. Provided, however, in the event that any current sublessee, licensee or any other collocator of Sublessee is paying said Rent or any other payments to Sublessors directly as of the Effective Date of the Amendment, Sublessee shall not be obligated to make such payments related thereto to Sublessor, **Warren County Agricultural Society**. In the event there is there is a separate assignment of rents by Sublessor, Warren County Agriculture Society, to Sublessor, Warren County Board of County Commissioners, upon Sublessee being provided notice of the assignment of rents,

Sublessee shall be obligated to make payments to Sublessor, Warren County Board of County Commissioners exclusively until such time as otherwise notified by Sublessor, Warren County Board of County Commissioners.

4. **Sublessee's Securitization Rights; Estoppel.** Sublessors hereby consent to the granting by Sublessee of one or more leasehold mortgages, collateral assignments, liens, and/or other security interests (collectively, a "***Security Interest***") in Sublessee's interest in the Lease, as amended, and all of Sublessee's property and fixtures attached to and lying within the Leased Premises and further consents to the exercise by Sublessee's mortgagee ("***Sublessee's Mortgage***") of its rights to exercise its remedies, including without limitation foreclosure, with respect to any such Security Interest. Sublessors shall recognize the holder of any such Security Interest of which Sublessors are given prior written notice (any such holder, a "***Holder***") as "Sublessee" hereunder in the event a Holder succeeds to the interest of Sublessee hereunder by the exercise of such remedies. Sublessors further agree to execute a written estoppel certificate within thirty (30) days of written request of the same by Sublessee or Holder. The Parties acknowledge this provision only allows leasehold mortgages, collateral assignments, liens, or security interests in the Lease, and all of Sublessee's property and fixtures attached to and lying within the Leased Premises, it shall not be construed to create a mortgage, lien, encumbrance, or security interest in the real property.

5. **Taxes.** The Parties acknowledge and agree that Section 11 of the Lease is hereby deleted in its entirety and is of no further force and effect. From and after the Effective Date the obligations of the Parties with respect to taxes shall be controlled by this Section of this Amendment. During the term of the Lease, as modified by this Amendment, Sublessee shall pay when due all real property, personal property, and other taxes, fees, and assessments that are directly attributable to Sublessee's improvements on the Leased Premises (the "***Applicable Taxes***") directly to the local taxing authority to the extent that the Applicable Taxes are billed directly to Sublessee. Sublessee hereby agrees to reimburse Sublessor, Warren County Board of County Commissioners for any Applicable Taxes billed directly to Sublessor, Warren County Board of County Commissioners (which shall not include any taxes or other assessments attributable to periods prior to the Effective Date). Sublessor, Warren County Board of County Commissioners must furnish written documentation (the substance and form of which shall be reasonably satisfactory to Sublessee) of any Applicable Taxes along with proof of payment of the same by Sublessor, Warren County Board of County Commissioners. Sublessor, Warren County Board of County Commissioners shall submit requests for reimbursement in writing to: *American Tower Corporation, Attn: Landlord Relations, 10 Presidential Way, Woburn, MA 01801* unless otherwise directed by Sublessee from time to time. Subject to the requirements set forth in this Section, Sublessee shall make such reimbursement payment within forty-five (45) days of receipt of a written reimbursement request from Sublessor, Warren County Board of County Commissioners. Anything to the contrary notwithstanding, Sublessor, Warren County Board of County Commissioners is only eligible for reimbursement if it requests reimbursement within one (1) year after the date such taxes became due. Additionally, Sublessor, Warren County Board of County Commissioners shall not be entitled to reimbursement for any costs associated with an increase in the value of the real property calculated based on any monetary consideration paid from Sublessee to either of the Sublessors. If Sublessor, Warren County Board of County Commissioners fails to pay when due any real property, personal property, and other taxes, fees,

and assessments affecting the Parent Parcel, Sublessee shall have the right, but not the obligation, to pay such taxes on Sublessor, Warren County Board of County Commissioner' behalf and: (i) deduct the full amount of any such taxes paid by Sublessee on Sublessors behalf from any future payments required to be made by Sublessee to Sublessors hereunder; (ii) demand reimbursement from Sublessors, which reimbursement payment Sublessor, Warren County Board of County Commissioners shall make within thirty (30) days of such demand by Sublessee; and/or (iii) collect from Sublessors any such tax payments made by Sublessee on Sublessors' behalf by any lawful means.

6. Sublessors and Sublessee Acknowledgments. Except as modified herein, the Lease and all provisions contained therein remain in full force and effect and are hereby ratified and affirmed. In the event there is a conflict between the Lease and this Amendment, this Amendment shall control. The Parties hereby agree that no defaults exist under the Lease. To the extent Sublessee needed consent and/or approval from Sublessors for any of Sublessee's activities at and uses of the site prior to the Effective Date, Sublessors execution of this Amendment is and shall be considered consent to and approval of all such activities and uses. Sublessors hereby acknowledge and agree that Sublessee shall not need consent or approval from, or to provide notice to, Sublessee for any future activities at or uses of the Leased Premises, including, without limitation, subleasing and licensing to additional customers, installing, modifying, repairing, or replacing improvements within the Leased Premises, and/or assigning all or any portion of Sublessee's interest in this Lease, as modified by this Amendment. Sublessee and Sublessee's sublessees and customers shall have vehicular (specifically including truck) and pedestrian access to the Leased Premises in accordance with Sublease Amendment No. 1 (recorded as Doc. 2020-017746, Warren County, Ohio Recorder's Office) on a 24 hours per day, 7 days per week basis, together with utilities services to the Leased Premises as described in Option and Site Sublease Agreement as modified and supplemented by Sublease Amendment No. 1. Upon request by Sublessee and at Sublessee's sole cost and expense but without additional consideration owed to Sublessors, Sublessors hereby agree to promptly execute and return to Sublessee building permit applications, zoning applications and other forms and documents, including a memorandum of Sublease, as required for the use of the Leased Premises by Sublessee and/or Sublessees customers, licensees, and sublessees. Sublessors shall fully cooperate, at the request of Sublessee, in the preparation, execution and delivery of land use, zoning and building permit applications that concern the Leased Premises, to be filed with federal, state and local governmental authorities, provided that such applications shall be limited strictly to the use of the Leased Premises as a wireless telecommunications facility, Sublessee shall not be entitled to apply to re-zone or otherwise reclassify the Leased Premises or the Parent Parcel. The terms, provisions, and conditions of this Section shall survive the execution and delivery of this Amendment.

7. Sublessors Statements. Sublessors hereby represent and warrant to Sublessee that: (i) to the extent applicable, Sublessors are duly organized, validly existing, and in good standing in the jurisdiction in which Sublessors were organized, formed, or incorporated, as applicable, and are otherwise in good standing and authorized to transact business in each other jurisdiction in which such qualifications are required; (ii) Sublessors have the full power and authority to enter into and perform its obligations under this Amendment, and, to the extent applicable, the person(s) executing this Amendment on behalf of Sublessors, have the authority to enter into and deliver this Amendment on behalf of Sublessors; (iii) no consent, authorization, order, or approval

of, or filing or registration with, any other governmental authority or other person or entity is required for the execution and delivery by Sublessors of this Amendment; (iv) Sublessor, Warren County Board of County Commissioners is the sole owner of the Leased Premises and all other portions of the Parent Parcel; (v) to the best of Sublessors' knowledge, there are no agreements, liens, encumbrances, claims, claims of lien, proceedings, or other matters (whether filed or recorded in the applicable public records or not) related to, encumbering, asserted against, threatened against, and/or pending with respect to the Leased Premises or any other portion of the Parent Parcel which do or could (now or any time in the future) adversely impact, limit, and/or impair Sublessee's rights under the Lease, as amended and modified by Sublease Amendment No. 1 or this Amendment; (vi) so long as Sublessee performs its obligations under the Lease, Sublessee shall peaceably and quietly have, hold and enjoy the Leased Premises, and Sublessors shall not act or permit any third person to act in any manner which would interfere with or disrupt Sublessee's business or frustrate Sublessee or Sublessee's customers' use of the Leased Premises and (vii) the square footage of the Leased Premises the land area in which Sublessee has an leasehold interest under the Lease and Sublease Amendment No. 1. The representations and warranties of Sublessee made in this Section shall survive the execution and delivery of this Amendment. Sublessee shall not be responsible for any damages, losses, costs, fees, expenses, or charges of any kind sustained or incurred by Sublessee as a result of Sublessors breach of the representations and warranties made herein or if any of the representations and warranties made herein prove to be untrue.

8. Confidentiality. Notwithstanding anything to the contrary contained in the Lease or in this Amendment, Sublessors agree and acknowledge that all the terms of this Amendment and the Lease and any information furnished to Sublessors by Sublessee in connection therewith shall be and remain confidential. Except with Sublessors' family, attorney, accountant, broker, lender, a prospective fee simple purchaser of the Parent Parcel, or if otherwise required by law, Sublessors shall not disclose any such terms or information without the prior written consent of Sublessee. The terms and provisions of this Section shall survive the execution and delivery of this Amendment.

9. Notices. The Parties acknowledge and agree that Section 12 of the Lease and Section 6 of the Sublease Amendment No. 1 are hereby deleted in their entirety and are of no further force and effect. From and after the Effective Date the notice address and requirements of the Lease, as modified by this Amendment, shall be controlled by this Section of this Amendment. All notices must be in writing and shall be valid upon receipt when delivered by hand, by nationally recognized courier service, or by First Class United States Mail, certified, return receipt requested to the addresses set forth herein: to Sublessors at: Warren County Agricultural Society, 665 N. Broadway Street, Lebanon, Ohio 45036, with copy to: Warren County Board of County Commissioners, Attn: Warren County Administrator, 406 Justice Drive, Lebanon, OH 45036; to Sublessee at: Attn.: Land Management 10 Presidential Way, Woburn, MA 01801, with copy to: Attn.: Legal Dept., 116 Huntington Avenue, Boston, MA 02116. Any of the Parties, by thirty (30) days prior written notice to the others in the manner provided herein, may designate one or more different notice addresses from those set forth above. Refusal to accept delivery of any notice or the inability to deliver any notice because of a changed address for which no notice was given as required herein, shall be deemed to be receipt of any such notice.

10. **Waiver**. Notwithstanding anything to the contrary contained herein or in the Lease, in no event shall Sublessors or Sublessee be liable to the other for, and Sublessors and Sublessee hereby waive, to the fullest extent permitted under applicable law, the right to recover incidental, consequential (including, without limitation, lost profits, loss of use or loss of business opportunity), punitive, exemplary and similar damages.

11. **Modifications**. Any provision of this Amendment may only be amended, terminated, rescinded, released, or otherwise modified, in whole or in part, at any time and from time to time, by a separate written instrument executed and acknowledged by all Parties or their respective successor and assigns.

12. **Severability**. If any provision of this Amendment is determined to be void and unenforceable by any court of competent jurisdiction, that determination shall not affect the remaining provisions of this Amendment, which shall remain in full force and effect.

13. **Governing Law and Venue for Interpretation, Disputes and Litigation**. This Amendment is entered into in the State of Ohio and shall be interpreted in accordance with the laws of the State of Ohio regardless of choice of law rules; and all disputes and litigation arising from this Amendment shall be brought in, or removed to, a court of competent jurisdiction in Warren County, Ohio. No party may bring or seek to remove litigation to any other state or a federal court.

14. **Exhibits**. Each Attachment referred to in this Amendment is incorporated herein by reference and made a part hereof.

15. **Conflict/Capitalized Terms**. The Parties hereby acknowledge and agree that in the event of a conflict between the terms and provisions of this Amendment and those contained in the Lease or Sublease Amendment No. 1, the terms and provisions of this Amendment shall control. Except as otherwise defined or expressly provided in this Amendment, all capitalized terms used in this Amendment shall have the meanings or definitions ascribed to them in the Lease or Sublease Amendment No. 1. To the extent of any inconsistency in or conflict between the meaning, definition, or usage of any capitalized terms in this Amendment and the meaning, definition, or usage of any such capitalized terms or similar or analogous terms in the Lease or Sublease Amendment No. 1, the meaning, definition, or usage of any such capitalized terms in this Amendment shall control.

16. **Counterparts**. This Amendment may be executed in several counterparts, each of which when so executed and delivered, shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument, even though all Parties are not signatories to the original or the same counterpart. Furthermore, the Parties may execute and deliver this Amendment by electronic means such as .pdf or similar format. Each of the Parties agrees that the delivery of the Amendment by electronic means will have the same force and effect as delivery of original signatures and that each of the Parties may use such electronic signatures as evidence of the execution and delivery of the Amendment by all Parties to the same extent as an original signature.

[SIGNATURES COMMENCE ON FOLLOWING PAGE]

Execution by Sublessor, Warren County Board of County Commissioners

IN EXECUTION WHEREOF, the Warren County Board of County Commissioners, a Sublessor herein, has caused this Sublease Amendment No. 2 to be executed by the County Administrator, on the date stated below, in accordance with Resolution No. _____, dated _____.

SIGNATURE: _____
NAME: Tiffany Zindell
TITLE: County Administrator
DATE: _____

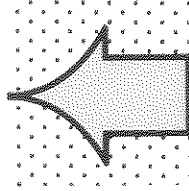
ACKNOWLEDGEMENT

STATE OF OHIO, COUNTY OF WARREN, ss:

On this _____ day of _____, 202____, before me personally appeared Tiffany Zindel, County Administrator, as authorized by Resolution to act on behalf of the Sublessor, who acknowledged that she executed the foregoing Sublease Amendment No. 2 and that the same is her free and voluntary act and deed in accordance with said resolution. This is not a jurat. This notary is in compliance with R.C. 147.542 (D)(1).

WITNESS my hand and official seal.

Notary Public
Print Name: _____
My commission expires: _____



[SEAL]

Prepared & approved as to form by:

By: Bruce A. McGary
Bruce A. McGary, Asst. Prosecutor
Date: 7/18/2023

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

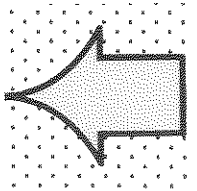
Execution by Sublessor, Warren County Agricultural Society

IN EXECUTION WHEREOF, the Warren County Agricultural Society, a Sublessor herein, has caused this Sublease Amendment No. 2 to be executed by its President and Treasurer, on the date stated below, in accordance with a majority vote of its Board on the ___ day of _____, 202__.

SIGNATURE: _____
NAME: Tim Brown
TITLE: President
DATE: 8-3-23

SIGNATURE: _____
NAME: Mike Monroe
TITLE: Treasurer
DATE: 8-3-23

ACKNOWLEDGEMENT



STATE OF OHIO, COUNTY OF WARREN, ss:

On this _____ day of _____, 2023, before me personally appeared _____ and _____, President and Treasurer of the Warren County Agricultural Society, a Sublessor herein, as authorized by at least a majority vote of its Board, who acknowledged that they executed the foregoing Sublease Amendment No. 2 and that the same is their free and voluntary act and deed in accordance with such authorization. This is not a jurat. This notary is in compliance with R.C. 147.542 (D)(1).

WITNESS my hand and official seal.

Notary Public
Print Name: _____
My commission expires: _____

[SEAL]

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

Execution by the Sublessee: American Towers LLC, a Delaware limited liability company

IN EXECUTION WHEREOF, **American Towers LLC**, a Delaware limited liability company, the Sublessee herein, has caused this instrument to be executed by its _____, acting in his or her authorized capacity to legally bind the company pursuant to its operating agreement or a resolution authorizing such act.

SIGNATURE: Carol Maxime
NAME _____
TITLE: Carol Maxime
Senior Counsel, US Tower
DATE: _____ 6/26/2023

ACKNOWLEDGEMENT

Commonwealth of Massachusetts
County of Middlesex

On this 26 day of June, 2023, before me, the undersigned Notary Public, personally appeared Carol Maxime, Sr. Counsel, who proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on this instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Renata F. Santo
Notary Public
Print Name: Renata F. Santo
My commission expires: _____



Renata F. Santo
NOTARY PUBLIC
Commonwealth of Massachusetts
My Commission Expires
June 2, 2028

[SEAL]

EXHIBIT A

This Exhibit A may be replaced at Sublessee's option as described below.

PARENT PARCEL

Sublessee shall have the right to replace this description with a description obtained from Sublessor, Warren County Board of County Commissioners' deed (or deeds) that include the land area encompassed by the Lease and Sublessee's improvements thereon.

The Parent Parcel consists of the entire legal taxable lot owned by Sublessor, Warren County Board of County Commissioners as described in a deed (or deeds) to said Sublessor of which the Leased Premises is a part thereof with such Parent Parcel being described below.

Situated In the City of Lebanon, Warren County, Ohio, and being a part of Section 6, Town 4, Range 3, and bounded and described as follows:

Beginning at the Southeasterly corner of Lot 3526 of Corwin Run Estates, as recorded in Plat Book 6, Page 40, of the Plat Records of said County; thence, along the Southerly boundary line of said Lot 3526 and along said Southerly boundary line extended, S. 89° 22' 10" W. (passing an Iron pin at 147.91 feet) a distance of 167.91 feet to a point at the Northwesterly corner of a 4.880 Acre Tract, recorded in Deed Book 516, Page 954, of the Deed Records of said County, and being the real point of beginning for the herein described Tract: Running thence, from said real point of beginning, along the boundary lines of said 4.880 Acre Tract, on the following courses: (1) S. 22° 07' 30" E. (passing an iron pin at 20.00 feet a distance of 300.37 feet to an Iron pin; (2) S. 2° 52' 55" E. 285.50 feet to an iron pin; (3) S. 0° 26' 50" E. 213.86 feet to an iron pin; thence, along the Southerly boundary line of said 4.880 Acre Tract, and along said Southerly boundary line extended, S. 89° 25' 53" E. 582.16 feet to a point at the Northwesterly corner of a 9.940 Acre Tract, recorded In O. R. Volume 82, Page 561, of the Official Records of said County; thence, along the boundary lines of said 9.940 Acre Tract, on the following courses: (1) S. 0° 06' 50" W. (passing an Iron pin at 1.00 feet) a distance of 360.01 feet to an iron pin; (2) S. 89° 30' 00" E. 674.59 feet to an Iron pin; (3) N. 0° 30' 00" E. 120.00 feet to an iron pin; (4) S. 89° 30' 00" E. (passing an Iron pin in concrete at 684.62 feet) a distance of 735.74 feet to a point in North Broadway; running thence, in North Broadway and along the Grantor's Easterly boundary lines, on the following courses: (1) S. 12° 32' 09" W. 68.00 feet to a point; (2) on a 5689.58 foot radius curve to the right (chord bears S. 14° 04' 11" W. 304.49 feet) an arc distance of 304.53 feet to a point; (3) S. 15° 36' 09" W. 14.96 feet to a point; thence, S. 88° 37' 10" W. (passing an Iron pin at 7.03 feet) a distance of 238.73 feet to an iron pin at the Northwesterly corner of a 0.300 Acre Tract, recorded In O. R. Volume 28, Page 1150, of the Official Records of said County; thence, along the Westerly boundary line of said 0.300 Acre Tract, S. 0° 29' 30" W. 57.72 feet to an iron pin In the Northerly boundary' line of e 8.657 Acre Tract, recorded in Deed Book 175, Page 513, of the Deed Records of said County; thence, along the boundary lines of said 8.657 Acre Tract, on the following courses: (1) S. 88° 37' 10" W. 511.38 feet to an iron pin; (2) S. 1° 12' 20" E. 107.10 feet to an iron pin at the Northeasterly corner of a 15.339 Acre Tract, recorded In Deed Book 251, Page 1131, of the Deed Records of said County; thence, along the Northerly boundary line of said 15.339 Acre Tract, S. 89° 25' 51" W. 8117.65 feet to an Iron pin et the Northwesterly corner of said 15.339 Acre Tract and in an Easterly boundary line of the Lebanon Cemetery Association lands; thence, along the boundary lines of the Lebanon Cemetery Association lands, on the following courses: (1) N. 0° 41' 51" W. 414.64 feet to an Iron pin; (2) S. 89° 117' 50" W. 708.67 feet to a corner in a wood post and being in the Easterly boundary line of a 12.592 Acre Tract, recorded In Deed Book 1160, Page 389, of the Deed Records of said County, said corner also being witnessed by an iron pin which bears S. 89° 47' 50" W. 0.39 feet; thence, along the Easterly boundary line of

EXHIBIT A (continued)

PARENT PARCEL

said 12.592 Acre Tract, N 0° 05' 07" W. 1187.58 feet to an iron pin at the Northeasterly corner of said 12.592 Acre Tract in the Southerly boundary line of Lot 3697 of the First Addition to Corwin Run Estates, as recorded in Plat Book 10, Page 2, of the Plat records of said County; thence, along the Southerly boundary line of said Lot 3697, N. 89° 22' 10" E. 282.15 feet to the said real point of beginning, containing Thirty-two and One Hundred Eighty-four Thousandths (32. 184) Acres, subject to all legal highways and easements of record.

In the above described 32.84 Acre Tract, there being 0.172 of an Acre within the right-of-way of North Broadway, leaving 32.012 Acres, exclusive of said right-of-way.

LESS and EXCEPT:

Situated in the State of Ohio, Warren County, City of Lebanon, Section 6, Town 4, Range 3, being part of a 32.184 acre (orig.) tract conveyed to Board of Warren County Commissioners recorded in O.R. 1211 Pg. 701 of the Warren County Recorder's Office and being more particularly described as follows: Commencing at the southeast corner of Lot 3526 of Corwin Run Estates recorded in P.B. 6, Pg. 40; thence along the south line of said Corwin Run Estates and the south line of Lot 3697 of First Addition To Corwin Run Estates recorded in P.B. 10, Pg. 2, N84°35'03"W a distance of 450.06 feet; thence along the line of said 32.184 acre (orig.) tract for the following six (6) courses and distances;

- 1) S05°57'40"W a distance of 1187.58 feet;
- 2) S84°09'23"E a distance of 708.67 feet,
- 3) S05°20'56"W a distance of 414.64 feet;
- 4) S84°31'22"E a distance of 847.65 feet;
- 5) N04°50'27"E a distance of 107.10 feet;
- 6) S85°20'03"E a distance of 170.11 feet to a 5/8" iron pin set at the Point of Beginning; thence along a new division line N06°32'47"E passing a 5/8" iron pin set at 448.69 feet a total distance of 453.69 feet; thence along the line of a 9.940 acre (orig.) tract conveyed to Lebanon Trotting Club, Inc. recorded in O.R. 82, Pg. 561, S83°27'13"E passing a 1/2" iron pin found at 647.07 feet a total distance of 669.20 feet to a point in North Broadway; thence along the easterly line of said 32.184 acre (orig.) tract and along a westerly line of all that remains of a 42.34 acre (orig.) tract conveyed to William Hufford Jr. recorded in D.B. 464, Pg. 551 and in North Broadway for the following three courses and distances;
 - 1) S18°34'56"W a distance of 68.00 feet to a 5/8" iron pin set;
 - 2) along a curve to the right with a radius of 5689.58 a length of 304.53 feet a chord bearing S20°06'58"W a distance of 304.49 feet to a notch set;
 - 3) S21°38'56"W a distance of 14.96 feet to a point referenced by a 1/2" iron pin found N85°20'03"W a distance of 6.87 feet; thence continuing along the line of said 32.184 acre (orig.) tract and along the line of a 0.300 acre tract conveyed to Shree Umiya Krupa, Inc recorded in O.R. 4775, Pg. 465 for the following two (2) courses and distances;
 - 1) N85°20'03"W a distance of 238.73 feet to a 1/2" iron pin found;
 - 2) S06°32'17"W a distance of 57.72 feet to a 5/8" iron pin set;thence along the line of a 8.657 acre (orig.) tract conveyed to Trupointe Cooperative, Inc. recorded in D.B. 175, Pg 513, N 85°20'03"W a distance of 341.27 feet to the point of beginning.

Containing 6.0000 acres more or less and being subject to all easements, restrictions and rights of- way of record.

APN: 12062520074

EXHIBIT A (continued)

LEASED PREMISES

Sublessee shall have the right to replace this description with a description obtained from the Lease or from a description obtained from an as-built survey conducted by Sublessee.

The Leased Premises consists of that portion of the Parent Parcel as defined in the Lease which shall include access and utilities easements. The square footage of the Leased Premises shall be the greater of: (i) the land area conveyed to Tenant in the Lease; (ii) Tenant's (and Tenant's customers) existing improvements on the Parent Parcel; or (iii) the legal description or depiction below (if any).

Situate in Section 6, Township 4, Range 3, City of Lebanon, Warren County, Ohio, being a part of the 32.184 acres conveyed to Board of Warren County Commissioners in O.R. Book 1211 Page 706, being more particularly described as follows:

Commence at a 5/8-inch rebar found at the southwest corner of a 2.841 acre tract of land of Board of Warren County Commissioners as described in O.R. Book 1211 Page 701 and O.R. Book 1211 Page 706, Warren County records, said rebar having an Ohio Grid North, NAD83, South Zone Value of N=530374.1374, E=1485360.6059; thence along a tie line, North 71°32'39" West, 78.29 feet to a capped iron pin found (Cap: Smith & Assoc OH #6418), said pin having an Ohio Grid North, NAD83, South Zone Value of N=530398.9206, E=1485286.3462 and the true POINT OF BEGINNING; Thence running, North 81°02'27" West, 60.01 feet to a point; Thence, North 07°54'33" East, 60.01 feet to a point; Thence, South 81°02'27" East, 60.01 feet to a point; Thence, South 07°54'33" West, 60.01 feet to a point and the POINT OF BEGINNING.

Bearings based on Ohio Grid North, NAD83, South Zone.

Said tract contains 0.0827 acres (3,601 square feet), more or less

EXHIBIT A (continued)

ACCESS AND UTILITIES

The access and utility easements include all easements of record as well that portion of the Parent Parcel currently utilized by Sublessee (and Sublessee's customers) for ingress, egress and utility purposes from the Leased Premises to and from a public right of way.

Access Easement

An Easement situate in Section 6, Township 4, Range 3, City of Lebanon, Warren County, Ohio, being a part of the 32.184 acres conveyed to Board of Warren County Commissioners in O.R. Book 1211 Page 706, being a part of the 2.841 acres conveyed to Board of Warren County Commissioners in O.R. Book 1211 Page 706, and being a part of the 30 acres conveyed to the Board of County Commissioners of Warren County, Ohio as recorded in Deed Book 117 Page 436, being more particularly described as follows:

Commence at a 5/8-inch rebar found at the southwest corner of a 2.841 acre tract of land of Board of Warren County Commissioners as described in O.R. Book 1211 Page 701 and O.R. Book 1211 Page 706, Warren County records, said rebar having an Ohio Grid North, NAD83, South Zone Value of N=530374.1374, E=1485360.6059; thence along a tie line, North 71°32'39" West, 78.29 feet to a capped iron pin found (Cap: Smith & Assoc OH #6418), said pin having an Ohio Grid North, NAD83, South Zone Value of N=530398.9206, E=1485286.3462 and being the southeast corner of the ATC Lease Area as recorded in O.R. Book 5200 Page 477; thence along said ATC Lease Area, North 81°02'27" West, 60.01 feet to a point; thence, North 07°54'33" East, 60.01 feet to a point and the true POINT OF BEGINNING; Thence leaving said ATC Lease Area and running, North 08°30'06" East, 24.83 feet to a point; Thence, South 85°54'35" East, 23.21 feet to a point; Thence, North 31°42'16" East, 33.36 feet to a point; Thence, North 08°21'00" West, 113.13 feet to a point; Thence, North 17°03'04" East, 50.72 feet to a point; Thence, South 68°12'00" East, 20.30 feet to a point; Thence, North 81°00'02" East, 33.18 feet to a point; Thence, South 82°21'13" East, 49.63 feet to a point; Thence, South 84°11'20" East, 32.70 feet to a point; Thence, North 82°42'08" East, 32.03 feet to a point; Thence, North 46°49'36" East, 23.50 feet to a point; Thence, North 03°28'28" West, 41.63 feet to a point; Thence, North 10°45'48" East, 42.74 feet to a point; Thence, South 79°55'26" East, 115.06 feet to a point; Thence, South 85°37'45" East, 164.38 feet to a point; Thence, North 06°30'12" East, 4.40 feet to a point; Thence, South 83°29'48" East, 1158.59 feet to a point on the centerline of State Route 48 (also known as Broadway Street and having a variable width right-of-way); Thence along said centerline of State Route 48, South 18°30'12" West, 51.12 feet to a point; Thence leaving said centerline of State Route 48 and running, North 83°29'48" West, 94.19 feet to a point; Thence, North 16°12'46" East, 35.51 feet to a point; Thence, North 83°29'48" West, 1059.76 feet to a point; Thence, South 06°30'12" West, 4.41 feet to a point; Thence, North 85°37'45" West, 164.57 feet to a point; Thence, North 79°55'26" West, 100.98 feet to a point; Thence, South

EXHIBIT A (continued)

ACCESS AND UTILITIES

Access Easement (continued)

10°45'48" West, 26.05 feet to a point; Thence, South 03°28'28" East, 46.80 feet to a point; Thence, South 46°49'36" West, 35.40 feet to a point; Thence, South 82°42'08" West, 38.61 feet to a point; Thence, North 84°11'20" West, 34.67 feet to a point; Thence, North 82°21'13" West, 47.68 feet to a point; Thence, South 81°00'02" West, 35.12 feet to a point; Thence, North 68°15'52" West, 8.12 feet to a point; Thence, South 17°03'04" West, 31.02 feet to a point; Thence, South 08°21'00" East, 115.22 feet to a point; Thence, South 31°42'16" West, 47.91 feet to a point; Thence, North 85°54'35" West, 18.40 feet to a point; Thence, South 08°30'06" West, 11.06 feet to a point on the north line of the ATC Lease Area; Thence along said ATC Lease Area, North 81°02'27" West, 15.00 feet to a point and the POINT OF BEGINNING.

Bearings based on Ohio Grid North, NAD83, South Zone.

Utility Easement

A 10-foot wide Easement (5 feet each side of centerline) situate in Section 6, Township 4, Range 3, City of Lebanon, Turtlecreek Township, Warren County, Ohio, being a part of the 32.184 acres conveyed to Board of Warren County Commissioners in O.R. Book 1211 Page 706, being described by the following centerline data:

Commence at a 5/8-inch rebar found at the southwest corner of a 2.841 acre tract of land of Board of Warren County Commissioners as described in O.R. Book 1211 Page 701 and O.R. Book 1211 Page 706, Warren County records, said rebar having an Ohio Grid North, NAD83, South Zone Value of N=530374.1374, E=1485360.6059; thence along a tie line, North 71°32'39" West, 78.29 feet to a capped iron pin found (Cap: Smith & Assoc OH #6418), said pin having an Ohio Grid North, NAD83, South Zone Value of N=530398.9206, E=1485286.3462 and being the southeast corner of the ATC Lease Area as recorded in O.R. Book 5200 Page 477; thence along said ATC Lease Area, North 81°02'27" West, 53.84 feet to a point and the true POINT OF BEGINNING; Thence leaving said ATC Lease Area and running, South 44°47'48" West, 6.16 feet to a point; Thence, North 81°09'53" West, 192.16 feet to a point; Thence, North 05°00'18" East, 338.42 feet to the ENDING at a point.

Bearings based on Ohio Grid North, NAD83, South Zone.

EXHIBIT B

FORM OF MEMORANDUM OF LEASE

Prepared by and Return to:

American Tower
10 Presidential Way
Woburn, MA 01801
Attn: Land Management/Jasmin Ramos-Madonia, Esq.
ATC Site No: 273818
ATC Site Name: State Route 48 OH
Assessor's Parcel No(s): 12062520074

Prior Recorded Lease

Reference:

Document No: 2020-017746
State of Ohio
County of Warren

MEMORANDUM OF LEASE

This Memorandum of Lease (the "**Memorandum**") is entered into as of the latter signature date hereof, by and between the **WARREN COUNTY BOARD OF COUNTY COMMISSIONERS (aka Board of Warren County Commissioners)**, an Ohio political subdivision (a "**Sublessor**" herein), and the **WARREN COUNTY AGRICULTURAL SOCIETY (aka the Agricultural Society of Warren County, Ohio and the Warren County Fair Board)**, a body corporate and politic formed under Chapter 1711 of the Ohio Revised Code (a "**Sublessor**" herein), and **American Towers LLC**, a Delaware limited liability company (the "**Sublessee**" herein), or, both Sublessors may be collectively referred to as "**Sublessors**" and all parties may be referred to collectively as the "**Parties**".

NOTICE is hereby given of Lease (as defined and described below) for the purpose of recording and giving notice of the existence of said Lease. To the extent that notice of such Lease has previously been recorded, then this Memorandum shall constitute an amendment of any such prior recorded notice(s).

1. **Parent Parcel and Lease.** Sublessor, Warren County Board of County Commissioners is the fee owner of a certain real property being described in **Exhibit A** attached hereto and by this reference made a part hereof. Sublessors (or its predecessor-in-interest) and Sublessee (or its predecessor-in-interest) entered into that certain Option and Site Sublease Agreement dated January 19, 1999 (as the same may have been amended from time to time, collectively, the "**Lease**"), pursuant to which the Sublessee leases a portion of the Parent Parcel and is the beneficiary of certain easements for access and public utilities, all as more particularly described in the Lease (such portion of the Parent Parcel so leased along with such portion of the Parent Parcel so affected, collectively, the "**Leased Premises**"), which Leased Premises is also described on **Exhibit A**.
2. **Expiration Date.** Subject to the terms, provisions, and conditions of the Lease, and assuming the exercise by Sublessee of all renewal options contained in the Lease, the final expiration date of the Lease would be May 31, 2059. Notwithstanding the foregoing, in no event shall Sublessee be required to exercise any option to renew the term of the Lease.
3. **Leased Premises Description.** Sublessee shall have the right, exercisable by Sublessee at any time during the original or renewal terms of the Lease, to cause an as-built survey of the Leased

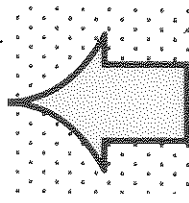
Premises to be prepared and, thereafter, to replace, in whole or in part, the description(s) of the Leased Premises set forth on **Exhibit A** with a legal description or legal descriptions based upon such as-built survey. Upon Sublessee's request, Sublessor shall execute and deliver any documents reasonably necessary to effectuate such replacement, including, without limitation, amendments to this Memorandum and to the Lease.

4. **Effect/Miscellaneous.** This Memorandum is not a complete summary of the terms, provisions and conditions contained in the Lease. In the event of a conflict between this Memorandum and the Lease, the Lease shall control. Sublessors hereby grants the right to Sublessee to complete and execute on behalf of Sublessor any government or transfer tax forms necessary for the recording of this Memorandum. This right shall terminate upon recording of this Memorandum.
5. **Notices.** All notices must be in writing and shall be valid upon receipt when delivered by hand, by nationally recognized courier service, or by First Class United States Mail, certified, return receipt requested to the addresses set forth herein: to Sublessors at: Warren County Agricultural Society, 665 N. Broadway Street, Lebanon, Ohio 45036, with copy to Sublessor at: Warren County Board of County Commissioners, Attn: Warren County Administrator, 406 Justice Drive, Lebanon, OH 45036; to Sublessee at: Attn.: Land Management 10 Presidential Way, Woburn, MA 01801, with copy to: Attn.: Legal Dept., 116 Huntington Avenue, Boston, MA 02116. Any of the Parties, by thirty (30) days prior written notice to the others in the manner provided herein, may designate one or more different notice addresses from those set forth above. Refusal to accept delivery of any notice or the inability to deliver any notice because of a changed address for which no notice was given as required herein, shall be deemed to be receipt of any such notice.
6. **Counterparts.** This Memorandum may be executed in multiple counterparts, each of which when so executed and delivered, shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument.
7. **Governing Law and Venue for Interpretation, Disputes and Litigation.** This Memorandum is entered into in the State of Ohio and shall be interpreted in accordance with the laws of the State of Ohio regardless of choice of law rules; and all disputes and litigation arising from this Amendment shall be brought in, or removed to, a court of competent jurisdiction in Warren County, Ohio. No party may bring or seek to remove litigation to any other state or a federal court.

[SIGNATURES COMMENCE ON FOLLOWING PAGE]

Execution by Sublessor, Warren County Board of County Commissioners

IN EXECUTION WHEREOF, the Warren County Board of County Commissioners, a Sublessor herein, has caused this Sublease Amendment No. 2 to be executed by the County Administrator, on the date stated below, in accordance with Resolution No. _____, dated _____.



SIGNATURE: _____
NAME: Tiffany Zindell
TITLE: County Administrator
DATE: _____

ACKNOWLEDGEMENT

STATE OF OHIO, COUNTY OF WARREN, ss:

On this _____ day of _____, 202____, before me personally appeared Tiffany Zindel, County Administrator, as authorized by Resolution to act on behalf of the Sublessor, who acknowledged that she executed the foregoing Sublease Amendment No. 2 and that the same is her free and voluntary act and deed in accordance with said resolution. This is not a jurat. This notary is in compliance with R.C. 147.542 (D)(1).

WITNESS my hand and official seal.

Notary Public
Print Name: _____
My commission expires: _____

[SEAL]

Prepared & approved as to form by:

By: Bruce A. McGary
Bruce A. McGary, Asst. Prosecutor
Date: 7/18/2023

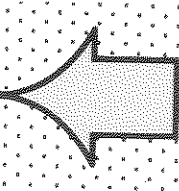
[SIGNATURES CONTINUE ON FOLLOWING PAGE]

Execution by Sublessor, Warren County Agricultural Society

IN EXECUTION WHEREOF, the Warren County Agricultural Society, a Sublessor herein, has caused this Sublease Amendment No. 2 to be executed by its President and Treasurer, on the date stated below, in accordance with a majority vote of its Board on the ___ day of _____, 202__.

SIGNATURE: [Signature]
NAME: Tim Brown
TITLE: President
DATE: 8-3-23

SIGNATURE: [Signature]
NAME: Mike Monroe
TITLE: Treasurer
DATE: 8-3-23



ACKNOWLEDGEMENT

STATE OF OHIO, COUNTY OF WARREN, ss:

On this ___ day of _____, 2023, before me personally appeared _____ and _____, President and Treasurer of the Warren County Agricultural Society, a Sublessor herein, as authorized by at least a majority vote of its Board, who acknowledged that they executed the foregoing Sublease Amendment No. 2 and that the same is their free and voluntary act and deed in accordance with such authorization. This is not a jurat. This notary is in compliance with R.C. 147.542 (D)(1).

WITNESS my hand and official seal.

Notary Public
Print Name: _____
My commission expires: _____

[SEAL]

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

Execution by the Sublessee: American Towers LLC, a Delaware limited liability company

IN EXECUTION WHEREOF, American Towers LLC, the Sublessee herein, has caused this instrument to be executed by its _____, acting in his or her authorized capacity to legally bind the company pursuant to its operating agreement or a resolution authorizing such act.

SIGNATURE: Carol Maxime
NAME _____ Carol Maxime
TITLE: Senior Counsel, US Tower
DATE: 6/26/2023

ACKNOWLEDGEMENT

Commonwealth of Massachusetts
County of Middlesex

On this 26 day of June, 2023, before me, the undersigned Notary Public, personally appeared Carol Maxime, Sr. Counsel, who proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on this instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Renata F. Santo
Notary Public
Print Name: Renata F. Santo
My commission expires: _____



Renata F. Santo
NOTARY PUBLIC
Commonwealth of Massachusetts
My Commission Expires
June 2, 2028

[SEAL]



BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO
406 Justice Drive, Lebanon, Ohio 45036
www.co.warren.oh.us
commissioners@co.warren.oh.us

Telephone (513) 695-1250
Facsimile (513) 695-2054

TOM GROSSMANN
SHANNON JONES
DAVID G. YOUNG

BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO

MINUTES: Regular Session – August 1, 2023

This is a summary of actions and discussions of the meeting. You may view this meeting through our YouTube Channel at <https://www.youtube.com/channel/UC1ELh0jGpXd4VV2DTgsuqPA> or by contacting our office.

The Board met in regular session pursuant to adjournment of the July 27, 2023, meeting.

Shannon Jones – absent

Tom Grossmann – present

David G. Young – present

Tina Osborne, Clerk – present

Minutes of the July 27, 2023, meeting were read and approved.

- 23-0980 A resolution was adopted to approve end of 365- day probationary period and approve a pay increase for Bryanna Mize within the Warren County Facilities Management Department. Vote: Unanimous
- 23-0981 A resolution was adopted to approve end of 365- day probationary period and approve a pay increase for Seth Sandlin within the Warren County Facilities Management Department. Vote: Unanimous
- 23-0982 A resolution was adopted to authorize public advertisement of request for proposals for operation of the Warren County Transit System relative to calendar year 2024. Vote: Unanimous
- 23-0983 A resolution was adopted to approve notice of intent to award bid to John R. Jurgensen for the FY23 City of Franklin – Mackinaw Paving CDBG Project. Vote: Unanimous
- 23-0984 A resolution was adopted to enter into a cooperative agreement with the City of Mason on the Mason-Morrow-Millgrove Road Bridge #38-0.37 Replacement Project over Muddy Creek on behalf of the Warren County Engineer’s Office. Vote: Unanimous

- 23-0985 A resolution was adopted to approve and enter into agreement with Ohio-Kentucky-Indiana Regional Council of Governments. Vote: Unanimous
- 23-0986 A resolution was adopted to acknowledge approval by County Administrator the execution of Change Order No. 29 with the Construction Manager at Risk Granger Construction Company for the New Jail and Sheriff's Administration Office Project ("Project"). Vote: Unanimous
- 23-0987 A resolution was adopted to acknowledge payment of bills. Vote: Unanimous
- 23-0988 A resolution was adopted to approve a subdivision public improvement performance and maintenance security release with VWC Holdings, LTD. for the Villages of Winding Creek, The Boulevards at Winding Creek, Section Eight, Eight A, Nine, and Nine A situated in Clearcreek Township. Vote: Unanimous
- 23-0989 A resolution was adopted to transfer performance bond to a maintenance bond for Turning Leaf, LLC for completion of performance of construction of improvements for Turning Leaf, Section 7B subdivision situated in Hamilton Township. Vote: Unanimous
- 23-0990 A resolution was adopted to approve various record plats. Vote: Unanimous
- 23-0991 A resolution was adopted to approve appropriation adjustment within Common Please Court Fund #11011223. Vote: Unanimous
- 23-0992 A resolution was adopted to approve appropriation adjustment within Clerk of Courts Title Fund #2250. Vote: Unanimous
- 23-0993 A resolution was adopted to approve appropriation adjustments for Warren County Common Pleas Court Community Based Corrections #2289. Vote: Unanimous
- 23-0994 A resolution was adopted to approve appropriation adjustment within Warren County Garage Fund #6619. Vote: Unanimous
- 23-0995 A resolution was adopted to approve annexation of 54.6772 acres to the City of Lebanon, Scott C. Brunka, Agent, pursuant to Ohio Revised Code Section 709.16 [A.K.A. Municipal Owned Property Annexation]. Vote: Unanimous

DISCUSSIONS

On motion, upon unanimous call of the roll, the Board accepted and approved the consent agenda.

Bruce McGary, Assistant Prosecutor, stated that the annexation petition of 54.6772 acres for consideration today is municipally owned property, owned by the City of Lebanon.

Mr. McGary stated that the property is contiguous to the corporation boundary and the Ohio Revised Code states that the Board shall approve the annexation within 30 days of filing.

Upon discussion, the Board resolved (Resolution #23-0995) to approve the annexation of 54.6772 acres to the City of Lebanon, Scott C. Brunka, Agent, pursuant to Ohio Revised Code Section 709.16 [A.K.A. Municipal Owned Property Annexation].

Upon motion the meeting was adjourned.

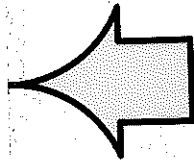
Shannon Jones, President

David G. Young

Tom Grossmann

I hereby certify that the foregoing is a true and correct copy of the minutes of the meeting of the Board of County Commissioners held on August 1, 2023, in compliance with Section 121.22 O.R.C.

Tina Osborne, Clerk
Board of County Commissioners
Warren County, Ohio





**REQUEST FOR AUTHORIZATION TO ATTEND ASSOCIATION MEETING,
CONVENTION OR TRAINING SEMINAR/SESSION**

This form is to be completed by Department Head/Elected Official requesting authorization to attend an Association Meeting or Convention or Training Seminar/Session sponsored by an Association as required by O.R.C. Section 325.20. Additionally, authorization is required for any training seminar/session held more than 250 miles from county campus;

*NAME OF ATTENDEE: Shannon Jones DEPARTMENT: BOCC

*POSITION: Commissioner DATE: 8/1/2023

REQUEST FOR AUTHORIZATION FOR THE ABOVE-NAMED EMPLOYEE/ELECTED OFFICIAL TO ATTEND THE FOLLOWING:

ASSOCIATION MEETING CONVENTION ASSOCIATION SPONSORED TRAINING SEMINAR/SESSION
TRAINING MORE THAN 250 MILES

PURPOSE:
DC Fly-In

LOCATION:
Washington DC

DATE(S): * 9/17/23 - 9/20/23

TYPE OF TRAVEL: (Check one)

AIRLINE STAFF CAR PRIVATE VEHICLE OTHER

LODGING: Hay Adams

ESTIMATED COST OF TRIP: \$2000

I CERTIFY THAT DIRECTION HAS BEEN GIVEN TO ALL EMPLOYEES ATTENDING THIS FUNCTION, THAT IT IS EXPECTED OF THEM TO ATTEND APPLICABLE SESSIONS.

DEPARTMENT HEAD/ELECTED OFFICIAL REQUESTING AUTHORIZATION:

* Signature/Title Date

BOARD OF COMMISSIONERS' APPROVAL:

Commissioner Date

Commissioner Date

Commissioner Date

*If additional employees will be attending the Association Meeting, Convention or Training Seminar/Session please list names and positions here:

Empty box for listing additional attendees.

Proclamation

*From the Office of the Board of County Commissioners
Warren County, Ohio*

**PROCLAIM SEPTEMBER 17-23, 2023, AS
"CONSTITUTION WEEK"
IN WARREN COUNTY**

WHEREAS, The Constitution of the United States of America, the guardian of our liberties, embodies the principles of limited government in a Republic dedicated to rule by law; and

WHEREAS, September 17, 2023, marks the two hundred and thirty-sixth anniversary of the framing of the Constitution of the United States of America by the Constitutional Convention; and

WHEREAS, it is fitting and proper to accord official recognition to this magnificent document and its memorable anniversary, and to the patriotic celebrations which will commemorate it; and

WHEREAS, Public Law 915 guarantees the issuing of a proclamation each year by the President of the United States of America designating September 17th through 23rd as Constitution Week,

NOW THEREFORE BE IT RESOLVED, by this Board of County Commissioners that the week of September 17th through 23rd be proclaimed as:

"CONSTITUTION WEEK"

in Warren County and ask our citizens to reaffirm the ideals the Framers of the Constitution had in 1787 by vigilantly protecting the freedoms guaranteed to us through this guardian of our liberties.

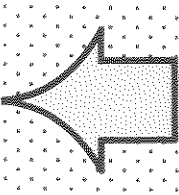
IN WITNESS WHEREOF, we hereunto subscribe our names and caused the seal of Warren County to be affixed at Lebanon this 8th day of August, in the year of our Lord, Two Thousand and Twenty-Three.

BOARD OF COUNTY COMMISSIONERS

Shannon Jones, President

David G. Young

Tom Grossmann



HIRE JORDAN SNYDER AS INFRASTRUCTURE SYSTEMS SUPERVISOR, WITHIN THE WARREN COUNTY TELECOMMUNICATIONS DEPARTMENT

BE IT RESOLVED, to hire Jordan Snyder, as Infrastructure Systems Supervisor, within the Warren County Telecommunications Department, classified, full-time permanent, non-exempt status (40 hours per week), Pay Grade 21 \$35.10 per hour, effective August 28, 2023, subject a negative drug screen, background check, and a 365-day probationary period.

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

Mr.
Mr.
Mr.

Resolution adopted this day of August 2023.

BOARD OF COUNTY COMMISSIONERS

Tina Osborne, Clerk

H/R

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

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

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

NOW THEREFORE BE IT RESOLVED, to authorize the posting of the position of "~~Adoption Caseworker~~^{Admin Clerk}" in accordance with Warren County Personnel Policy Manual, Section 2.02(A); posting to occur for a period of at least seven (7) consecutive calendar days beginning July 31, 2023.

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

M
M
M

Resolution adopted this day of August 2023.

BOARD OF COUNTY COMMISSIONERS

Tina Osborne, Clerk

H/R

cc: Children Services (file)
OMB – Sue Spencer



BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO
406 Justice Drive, Lebanon, Ohio 45036
www.co.warren.oh.us
Commissioners@co.warren.oh.us

OFFICE OF MANAGEMENT AND BUDGET

POSITION AVAILABLE

JOB CLASSIFICATION TITLE: ADMINISTRATIVE CLERK
DEPARTMENT: WARREN COUNTY JOB AND FAMILY SERVICES, CHILDREN SERVICES
PROBATIONARY RATE: \$16.07hr. (365-DAYS)
PAY RANGE: #7
SCHEDULED HOURS: 40 HOURS PER WEEK
CIVIL SERVICE STATUS: CLASSIFIED

SEE ATTACHED CLASSIFICATION SPECIFICATION FOR MINIMUM
QUALIFICATIONS AND ILLUSTRATIVE DUTIES OF THIS POSITION

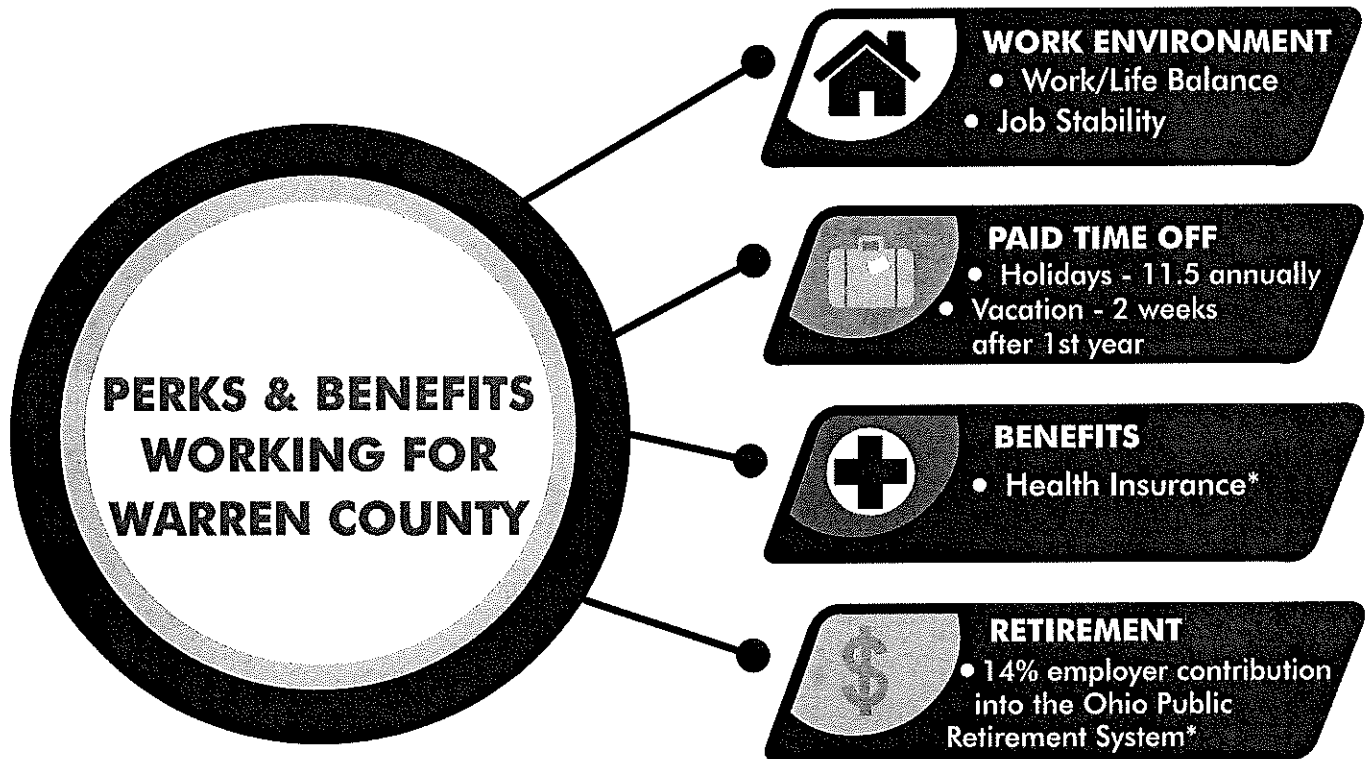
POSTING PERIOD: THIS NOTICE IS BEING POSTED FOR A PERIOD OF
TIME NOT LESS THAN SEVEN (7) CONSECUTIVE
CALENDAR DAYS, BEGINNING JULY 31, 2023.

APPLICANTS SHOULD APPLY ON LINE AT: WWW.CO.WARREN.OH.US. COMPLETE THE APPLICATION AS FOLLOWS: CLICK ON JOB POSTINGS THEN CLICK ON WARREN COUNTY APPLICATION, DOWNLOAD TO YOUR DESKTOP AND EMAIL WITH A RESUME TO: WCCOMMAPP@CO.WARREN.OH.US . PLEASE CONTACT SUSAN SPENCER WITH QUESTIONS AT: 513-695-1747.

APPLICATIONS WILL BE ACCEPTED UNTIL POSITION IS FILLED

WARREN COUNTY IS AN EQUAL
OPPORTUNITY EMPLOYER

YOU WILL HIT THE *BULLSEYE* WORKING FOR WARREN COUNTY



Health Insurance - Available after 30 days, 2 Med/Rx plan choices with monthly family premium range from **\$259 to even \$0 (5x cheaper than the private sector)**; \$0 premium cost for Dental, Vision, Life, HSA, FSA, EAP, Weight Watchers, On-site Biometrics & Day Off Work (Dave's Day for Your Life) and many more!

Retirement - Ohio Public Employee Retirement System; Employee 10%/Employer 14% of earnings (pre-tax)

VISIT WWW.CO.WARREN.OH.US FOR ALL JOB POSTINGS.
QUESTIONS CALL: SUE SPENCER 513.695.1747

**WARREN COUNTY COMMISSIONERS
POSITION DESCRIPTION**

POSITION TITLE: ADMINISTRATIVE CLERK

INCUMBENT:

CLASS TITLE:

Department: Children Services	FSLA Status: Non-exempt
Reports To: Business Manager	Civil Service Status: Classified
Pay Range: 7	Employment Status: Full-time
Probation: 365 Days	Lunch: ½ hour; Unpaid
Work Hours: 8:00 A.M. to 4:30 P.M.	

JOB RESPONSIBILITIES:

Under guidance from Administrative Support staff and general supervision performs scanning of current and old files, clerical duties, operates multi-phone line, type correspondence, reports, forms, and other documentation, perform reception duties, process and scan mail, receive and direct visitors and messages, operate office equipment, maintain multiple spreadsheets; may maintain various account records. Perform other related duties as required.

QUALIFICATIONS: Any combination of training and work experience which indicates possession of the skills, knowledge and abilities listed above.

High School Diploma or equivalent
Experience in customer service preferred
Proficiency in and ability to learn various computer programs
General office knowledge

LICENSURE AND CERTIFICATION REQUIREMENTS:

1. Valid Ohio Driver's License and Dependable Transportation
2. Auto insurance required by law and agency needs

ESSENTIAL FUNCTIONS:

1. Scan current and old case files in Traverse scanning system.
2. Answer incoming calls for Agency, operate main switchboard.
3. Receive messages, provides general information, and transmit messages to appropriate personnel.
4. Receive and direct visitors, the general public, and county office personnel.
5. Perform clerical functions (e.g., files, retrieve documents, copies, collate materials, scan, sort, etc.)

6. Operate equipment as needed (e.g., computer, scanner, copier, fax, etc.)
7. Ensures file information is complete and maintains files.
8. Demonstrates regular and predictable attendance.
9. Follow all safety and health practices of the Warren County Board of Commissioners as described in the attached addendum.
10. Performs other duties as assigned by supervisor.

KNOWLEDGE, SKILLS, AND ABILITIES: (*indicates developed after employment)

KNOWLEDGE of:

DEPARTMENTAL POLICY AND PROCEDURES; OFFICE PRACTICES AND PROCEDURES; PUBLIC RELATIONS, DATA PROCESSING, INVENTORY CONTROL, PURCHASING AND SCHEDULING.

ABILITY to:

INTERPRET A VARIETY OF INSTRUCTIONS; COMMUNICATE EFFECTIVELY; COPY MATERIAL ACCURATELY AND CORRECT GRAMMATICAL AND SPELLING ERROR; CODE ITEMS FROM ONE SYMBOLIC FORM TO ANOTHER; DEVELOP AND MAINTAIN EFFECTIVE WORKING RELATIONSHIPS; MAINTAIN ACCURATE RECORDS; CALCULATE NUMBERS; GATHER, COLLATE, AND CLASSIFY INFORMATION; PREPARE MEANINGFUL, CONCISE AND ACCURATE REPORTS; AND ANTICIPATE PROJECTED INVENTORY NEEDS.

SKILLS in:

OPERATING MULTI-LINE PHONE SYSTEM; TYPING; COMPUTER; CALCULATOR; FILING; COPIER; SCANNER; MUST BE SKILLED IN CUSTOMER SERVICES; ACCURACY AND EFFICIENCY.

SIGNATURE

My signature below signifies that I have reviewed the contents of my position description and that I am aware of the requirements of my position. I further certify that I have reviewed the most current copy of the Warren County Commissioners Personnel Policy Manual.

 (Employee's Signature)

 (Date)

APPROVE PROMOTION OF KAYLIE FRENCH TO THE POSITION OF CASE AIDE WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION

WHEREAS, the Director and Deputy Director have requested the promotion of Kaylie French to the open Case Aide Position; and

NOW THEREFORE BE IT RESOLVED, to approve the promotion of Kaylie French to the position of Case Aide within the Warren County Department of Job and Family Services, Children Services Division, classified, full-time permanent, exempt status, Pay Range#12, \$18.88 per hour, effective pay period starting July 29, 2023; and

BE IT FURTHER RESOLVED, Ms. French will receive the typical three percent (3%) increase upon completion of her year probation in February 2024.

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

M
M
M

Resolution adopted this day of August 2023.

BOARD OF COUNTY COMMISSIONERS

Tina Osborne, Clerk

cc: Children Services (file)
K. French's Personnel file
OMB-Sue Spencer

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

BE IT RESOLVED, to hire Alec Smith, as Eligibility Referral Specialist II, within the Warren County Department of Job and Family Services, Human Services Division, classified, full-time permanent, non-exempt status (40 hours per week), Pay Grade #12 \$18.88 per hour, effective August 14, 2023, subject a negative drug screen, background check, and a 365-day probationary period.

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

Mr.

Mr.

Mr.

Resolution adopted this day of August 2023.

BOARD OF COUNTY COMMISSIONERS

Tina Osborne, Clerk

H/R

cc: Human Services (file)
A. Smith's Personnel file
OMB – Sue Spencer

SET PUBLIC HEARING FOR REZONING APPLICATION OF GREG THURMAN (REDWOOD USA), AGENT TO REZONE APPROXIMATELY 63.812 ACRES FROM "MXU-C" MIXED USE CENTER WITH INTERSTATE HIGHWAY OVERLAY TO "MXU-C" MIXED UCE CENTER WITH PLANNED UNIT DEVELOPMENT OVERLAY IN UNION TOWNSHIPS

BE IT RESOLVED, to set a public hearing for the rezoning application of Greg Thurman (Redwood, USA), agent for McCabe-Columbia #1 LLC and McCabe-Columbia #3 LLC, Owners of record (Case # 2023-05) to rezone approximately 63.812 acres (Parcel ID 12-07-351-001, 12-07-301-002, 12-13-400-003, and 12-13-400-004) located along Columbia Road in Union Townships from 'MXU-C' Mixed Use Center with Interstate Highway Overlay to "MXU-C" Mixed Use Center with a Planned Unit Development Overlay; said public hearing to be held August 29, 2023, at 9:15 a.m. in the County 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.

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

M
M
M

Resolution adopted this 30th day of July 2019.

BOARD OF COUNTY COMMISSIONERS

Tina Osborne, Clerk

tao/

cc: RPC
RZC
Rezoning file
Property Owner
Agent
Township Trustees

CANCEL REGULARLY SCHEDULED COMMISSIONERS' MEETING OF THURSDAY,
AUGUST 10, 2023

BE IT RESOLVED, to cancel the regularly scheduled Commissioners' Meeting of Thursday,
August 10, 2023.

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

M
M
M

Resolution adopted this _____ day of _____, 20__.

BOARD OF COUNTY COMMISSIONERS

Tina Osborne, Clerk

/tao

cc: Auditor _____
Commissioners' file
Press

ENTER INTO A CONTRACT WITH OHIO DEPARTMENT OF HEALTH FOR THE TUBERCULOSIS FUNDING ON BEHALF OF THE WARREN COUNTY COMBINED HEALTH DISTRICT

BE IT RESOLVED, to approve and enter into a contract with Ohio Department of Health for the Tuberculosis funding on behalf on the Warren County Combined Health District; said agreement attached hereto and made a part hereof.

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

M
M
M

Resolution adopted this 8th day of August 2023.

BOARD OF COUNTY COMMISSIONERS

Tina Osborne, Clerk

cc: c/a—Ohio Department of Health
Health Dept (file)
OMB

**OHIO DEPARTMENT OF HEALTH
SUBRECIPIENT AGREEMENT**

This Subrecipient Agreement ("Agreement") is between:

Ohio Department of Health ("ODH")
Bureau of Infectious Diseases, TB Program
Shelby Hale, TB Controller & TB Program Manager ("ODH Agreement Manager")
246 N. High Street, 2nd Floor
Columbus, Ohio 43215
614-980-4314
Shelby.Hale@odh.ohio.gov

AND

Warren County Board of County Commissioners ("Subrecipient")
President, Commissioner Tom Grossmann ("Authorized Representative")
Warren County Administration Building 406 Justice Drive
Lebanon, Ohio 45036
Tom.Grossmann@co.warren.oh.us
(513) 695-1250
Vendor OAKS #52991

For the purpose of this Agreement, the term "Party" or "Parties" may be used to refer to either ODH and/or Subrecipient individually or collectively. Two (2) hardcopies of this Agreement should be signed by Subrecipient and returned along with required attachments (see §3) to ODH, ATTN: Paul Maragos, Contract Unit, 246 North High Street, Columbus, Ohio 43215, within fourteen (14) days of receipt at the above address. A copy of the executed Agreement shall be returned to the Subrecipient's Authorized Representative.

- PURPOSE & OBJECTIVE.** The Ohio Department of Health (ODH) will use these Uniting for Ukraine (U4U) TB Program Supplemental funds to support local TB Control Unit (LTCU) activities related to screening, evaluation, and treatment of latent TB infection (LTBI) and TB disease for Ukrainian Humanitarian Parolees (UHPs) to reduce morbidity and mortality caused by TB.

This project furthers ODH Bureau of Infectious Diseases objective to prevent and control the spread of TB within Ohio through active surveillance, detection, treatment, education, and identification of high-risk populations.

- EFFECTIVE DATE OF THE AGREEMENT.** This Agreement is in effect (the "Agreement Period") from the date of execution by the Director of ODH ("Agreement Beginning Date") through 9/30/2023 ("Agreement Ending Date"), unless this Agreement is renewed, suspended or terminated pursuant to the provisions of this Agreement prior to the termination date. Any reference to the Agreement Period shall include any renewal term (if any).
- AGREEMENT FUNDING.**

3.1. Agreement Funding Source:

CDC - Tuberculosis Elimination and
Laboratory Cooperative Agreement

3.2. Grant Award Number:

6 NU52PS910184-04-04;
6 NU52PS910184-03-05

3.3. CFDA Number:

93.116

3.4. Ohio Statute Authorizing Administration of the Program:

O.R.C. 3701.04(A)(4) & 3701.146

4. ATTACHMENTS & ACKNOWLEDGEMENTS. Attachments specified in this Agreement are made a part hereof, and are incorporated as terms and conditions of this Agreement. PLEASE READ CAREFULLY AND INITIAL EACH PARAGRAPH BELOW:

Subrecipient affirms that they have read and understand and agree to be bound by the Scope of Work, Deliverables & Compensation terms in §6 below, and by the Agreement Terms and Conditions in §7 below;

If Subrecipient is not currently a registered vendor with the State of Ohio, Subrecipient must register online using the OAKS Supplier Self-Registration module at www.supplier.obm.ohio.gov;

Subrecipient must submit with this a budget or expense report;

Subrecipient certifies that it is an organization eligible to receive this grant from ODH by certifying it is either a State, Local and Indian Tribal Government, institution of higher education, non-profit organization (including faith-based, community-based, or tribal organization), or hospital;

If Subrecipient does not currently have an assigned Dun and Bradstreet (D&B) Universal Numbering System (DUNS) number. Subrecipient shall immediately take steps to obtain one as soon as possible;

Subrecipient must submit with this Agreement verification of any required licenses, registrations or other qualifications required by this Agreement or relevant Request for Proposal;

Subrecipient certifies it is not debarred from consideration for any state or federal government contracts and it is not subject to any unresolved finding for recovery; and

Effective March 28, 2019, if the Agreement Funding Source identified in §3.1. of this Agreement is any of the following listed funding sources, Subrecipient must certify that it does not perform nontherapeutic abortions; promote nontherapeutic abortions; contract with any entity that performs or promotes nontherapeutic abortions; nor will Subrecipient become nor is Subrecipient currently affiliated with any entity that performs or promotes nontherapeutic abortions as defined in O.R.C. §9.04:

- Violence Against Women Act;
- Breast and Cervical Cancer Mortality Prevention Act;
- Infertility prevention project;
- Minority HIV/AIDS initiative; or
- State of Ohio funds, including infant mortality reduction or infant vitality initiatives.

5. FEDERAL NOTICE OF AWARD RESTRICTIONS, DISCLAIMERS, EXCEPTIONS and/or MATERIAL BREACH. Attachments specified in this Agreement are made a part hereof, and are incorporated as terms and conditions of this Agreement.

5.1. Audit Requirements: If 45 CFR 75 Subpart F applies, subrecipients receiving CDC funds under this Agreement must meet applicable audit requirements set forth in 45 CFR 75.

5.2. Required Disclosures for Federal Awardee Performance and Integrity Information System (FAPIIS): Consistent with 45 CFR 75.113, applicants and recipients must disclose in a timely manner, in writing to the CDC, with a copy to the HHS Office of Inspector General (OIG), all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Subrecipients must disclose, in a timely manner in writing to the prime recipient (pass through entity) and the HHS OIG, all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Disclosures must be sent in writing to the CDC and to the HHS OIG at the following addresses:

Ryan Springer, MBA
Grants Management Specialist | Branch I, IDSB
Office of Grants Services (OGS)
Centers for Disease Control and Prevention (CDC)
Office: (678) 475-4693
Email: RSpringer@cdc.gov

AND

U.S. Department of Health and Human Services
Office of the Inspector General
ATTN: Mandatory Grant Disclosures, Intake Coordinator
330 Independence Avenue, SW
Cohen Building, Room 5527
Washington, DC 20201
Fax: (202) 205-0604 (Include "Mandatory Grant Disclosures" in subject line) or
Email: MandatoryGranteeDisclosures@oig.hhs.gov

Recipients must include this mandatory disclosure requirement must be included in all sub-awards and contracts under this award. Failure to make required disclosures can result in any of the remedies described in 45 CFR 75.371.

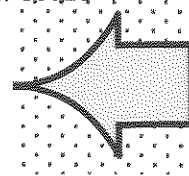
Remedies for noncompliance, including suspension or debarment (See 2 CFR parts 180 and 376, and 31U.S.C. 3321).

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IN WITNESS WHEREOF, the Parties by signing below indicate their agreement to this Agreement.

SUBRECIPIENT

OHIO DEPARTMENT OF HEALTH



[Signature, Blue Ink Please]

Bruce Vanderhoff, MD, MBA, Director of Health

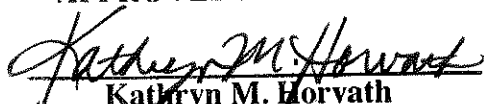
[Print Name & Title]

Date

Date

Remainder of Page Left Intentionally Blank. Scope of Work, Deliverables & Compensation & General Terms and Conditions Immediately Follow this Page.

APPROVED AS TO FORM


Kathryn M. Horvath
Asst. Prosecuting Attorney

6. SCOPE OF WORK, DELIVERABLES & COMPENSATION.

	<p align="center">Scope of Work and/or Deliverables (Due Date and Compensation only noted if Applicable or Required)</p>	<p align="center">Due Date</p>	<p align="center">Compensation</p>
	<p>During the Agreement Period, Subrecipient and ODH agree that Subrecipient shall complete the following and ODH shall compensate Subrecipient as indicated:</p>		
<p>6.1.</p>	<p>Completion of the Report of a Verified Case of Tuberculosis (RVCT) data for any identified TB disease cases among the UHP which must be entered into the Ohio Disease Reporting System. Uniting for Ukraine cases will be marked with "U4UKRAINE" in the "Other, specify" free text field under Additional/Other TB Risk Factors in the RVCT.</p>	<p align="center">9/30/2023</p>	<p align="center">\$24,034.71</p>
<p>6.2.</p>	<p>Subrecipients shall submit an invoice related to the costs of work associated with this Agreement. Mandatory requirements on invoice: 1. Time period when work was performed up until 09/30/2023. 2. Total number of people tested. 3. Total number diagnosed with LTBI. 4. Total number diagnosed with TB disease. 5. Description of services provided (e.g., outpatient services related to TB control and clinical care (e.g., Interferon Gamma Release Assay (IGRA) testing, tuberculin skin testing, chest radiography, medical evaluation, treatment; procurement and provision of medications for the treatment of LTBI and TB disease; and reasonable program purposes, including personnel, travel, supplies, and services).</p>	<p align="center">9/30/2023</p>	<p align="center">N/A</p>
<p>TOTAL AGREEMENT AMOUNT</p>			<p align="center">\$24,034.71</p>

*Remainder of Page Left
Intentionally Blank. Terms & Conditions Immediately Follow this Page.*

7. AGREEMENT TERMS AND CONDITIONS.

- 7.1. Mutual Promises & Covenants. In consideration of the mutual promises expressed in this Agreement and intending to be legally bound, Subrecipient agrees to perform, and ODH agrees to pay Subrecipient, in accordance with the terms of this Agreement.
- 7.2. Scope of Work, Deliverables, and Compensation. Subrecipient shall provide work, services, products and deliverables in the time and manner and for the compensation specified in §6 and any attachment specified or incorporated into this Agreement.
- 7.2.1. Compensation. In consideration of the Scope of Work and Deliverables specified in §6, ODH agrees to pay the Compensation as set forth in §6 for a total not to exceed the Total Agreement Amount. ODH will compensate Subrecipient upon the successful completion of each deliverable, in accordance with §6 of this Agreement.
- 7.2.1.1. Indirect Rate. ODH must budget for and pay Subrecipient its full federally-negotiated Facilities and Administrative Costs ("F&A") rate on the entire amount of the subaward (unless specifically excepted in the federal award notice). If Subrecipient has no negotiated rate, 10% of the subaward's Modified Total Direct Cost must be paid as the F&A rate, unless Subrecipient is able to direct charge 100% of their costs and has no indirect costs.
- 7.2.2. Total Agreement Amount. The Total Agreement Amount, as indicated in §6, includes the cost for all services, travel, or any other expenses that Subrecipient may incur as a result of Subrecipient's performance of this Agreement.
- 7.2.2.1. In the event that §6 specifically allows ODH to reimburse Subrecipient for travel and other related expenses, ODH will reimburse Subrecipient for those expenses in accordance with this section. Travel and travel-related expenses must be pre-approved by Agreement Manager in advance of travel and may not exceed the amounts specified for the State Fiscal Year. Subrecipient may invoice ODH for reimbursement of travel and travel-related expenses no later than thirty days after the travel occurred. Subrecipient must invoice travel expenses separate from invoices for services and work. Reimbursement for authorized travel and other related expenses shall be limited to actual and necessary expenses as specified in the O.R.C. 126.31 and O.R.C. 126.32 and the provisions of the Ohio Administrative Code ("O.A.C.") 126-1-02. Subrecipient shall submit all claims/travel invoices to the Agreement Manager for approval prior to submitting a claim for reimbursement. ODH will not reimburse Subrecipient for any other expenses except as specifically provided in this Agreement. For the purpose of determining allowable travel expenses, Subrecipient's headquarters shall be Franklin County, Ohio.
- 7.2.2.2. Subrecipient shall not submit claims for expenses which do not meet the requirements specified or directly related to work in §6.
- 7.2.3. Subrecipient shall monitor the work under this Agreement and shall not accept an assignment under this Agreement if it will cause or is reasonably likely to cause the Compensation specified in §6 to exceed the Total Agreement Amount for the Agreement Period.
- 7.2.4. Subrecipient waives the interest provisions of O.R.C. 126.30.
- 7.2.5. Subject to the provisions of O.R.C. 126.07 and O.R.C. 131.33, which shall at all times govern this Agreement, ODH represents that it intends to maintain this Agreement for the full Agreement Period set forth in this Agreement and has no reason to believe that it will not have sufficient funds to enable it to make all payments due. ODH further represents that it will use best efforts to obtain the appropriation of any necessary funds during the Agreement Period.
- 7.2.6. Funds Availability. Subrecipient understands and agrees that this Agreement is contingent upon the availability of lawful appropriations by the Ohio General Assembly and/or if applicable another Agreement Funding Source. If the Ohio General Assembly or other Agreement Funding Source fails at any time to continue funding ODH for the Compensation specified in this Agreement, this Agreement is terminated as of the date funding expires without further obligation of ODH, State of Ohio, or any other Agreement Funding Source.
- 7.2.7. ODH will not compensate Subrecipient for any work performed prior to receipt of written notification from the ODH Agreement Manager that the requirements of O.R.C. 126.07 and, if applicable, O.R.C. 127.16 have been met ODH will not compensate Subrecipient for any work performed after the Agreement Ending Date, as applicable.

7.2.8. Invoices. Subrecipient shall invoice ODH in accordance with §6 for work or services Subrecipient provides. An itemized statement listing the services provided, the dates services were provided, and the amount of payment due shall accompany the invoice. Invoices shall be sent to ODH, ATTN: Accounts Payable, P.O. Box 118, Columbus, Ohio 43216-0118. ODH will reimburse Subrecipient within thirty (30) days of receipt of a valid invoice for the amount of payment due pursuant to O.A.C. 126-3-01. ODH shall return any invalid or incomplete invoice to Subrecipient within fifteen (15) days after ODH receives the invoice. An explanation will accompany the invoice that states the reason for return and any information needed to correct the invoice. Final invoices for services provided under this Agreement shall be submitted by Subrecipient no later than thirty (30) days after the end of the Agreement Period.

7.2.8.1. Electronic Commerce Program. The State of Ohio is an active participant in the E-Commerce to include Electronic Data Interchange (EDI). This program will benefit both the State and the Subrecipient by reducing time delays in receiving invoices and making payments that are associated with the existing manual processes. The Subrecipient is encouraged to move toward compliance with electronic commerce technologies, as this will be the preferred method of doing business with the State of Ohio. Information regarding E-Commerce is available on the Office of Budget and Management's website at www.supplier.obm.ohio.gov.

7.2.9. Subrecipient shall furnish its own support staff and services as necessary for the satisfactory performance of this Agreement. Unless otherwise specified in this Agreement, ODH will not provide any staff, services, or material to Subrecipient for the purpose of assisting Subrecipient's performance.

7.2.10. ODH may, from time to time as it deems appropriate, communicate specific instructions and requests to Subrecipient concerning the performance of the work described in this Agreement. Upon such notice and within ten (10) days after receipt of instructions, Subrecipient shall comply with such instructions and fulfill such requests to the satisfaction of ODH. It is expressly understood by the Parties that these instructions and requests are for the sole purpose of ensuring satisfactory completion of the work described in this Agreement and are not intended to amend or alter this Agreement or any part thereof. The Agreement Manager will communicate all such instructions and requests to Subrecipient.

7.2.11. If the Agreement Funding Source identified in §3.1. of this Agreement is any of the following listed funding sources, Subrecipient certifies that Subrecipient does not perform nontherapeutic abortions; promote nontherapeutic abortions; contract with any entity that performs or promotes nontherapeutic abortions; is or will become affiliated with any entity that performs or promotes nontherapeutic abortions as defined in O.R.C. §9.04:

7.2.11.1. Violence Against Women Act;

7.2.11.2. Breast and Cervical Cancer Mortality Prevention Act;

7.2.11.3. Infertility prevention project;

7.2.11.4. Minority HIV/AIDS initiative; and/or

7.2.11.5. State of Ohio funds, including infant mortality reduction or infant vitality initiatives.

Any violation or failure to comply with this section shall be treated as a material breach of this Agreement.

7.3. Time of Performance & Amendments.

7.3.1. Agreement Period; Extension. Upon approval by ODH and, if required, the Controlling Board, this Agreement shall be effective on the Agreement Beginning Date and shall remain in effect until the Agreement Ending Date. Upon mutual consent of both parties, this Agreement may be renewed or extended past the Agreement Ending Date, subject to the same terms and conditions of this Agreement and subject to any federal and state directives, regulations, laws, Request for Quote or Request for Proposals relating to the subject matter of this Agreement. Any extensions or renewals are subject to sections 7.2.6 and 7.5.3.

7.3.1.1. Biennium Year. In the event that the term of this Agreement Period spans the State of Ohio biennium ending on June 30th of an odd-numbered year, e.g. June 30, 2015, then this Agreement will terminate on the last day of that biennium. At that time, ODH may unilaterally extend the Agreement by giving Subrecipient written notice. Until such notice is given, Subrecipient is subject to §7.3.3 below.

7.3.2. Amendments. This writing constitutes the entire agreement between the Parties with respect to all matters herein. This Agreement may be amended only by a writing signed by both Parties. However, it is agreed by the Parties that any amendments to laws or regulations cited herein will result in the correlative modification of this Agreement, without the necessity for executing written amendments. Any written

amendments to this Agreement shall be prospective in nature. When a new or different term or condition is added, additional consideration is not necessary to bind the Parties.

7.3.3. Pursuant to O.R.C. 126.07, this Agreement is not valid nor enforceable in any fiscal year unless the director of budget and management first certifies that there is a balance in the appropriation not already obligated to pay existing obligations, in an amount at least equal to the current fiscal year funding specified for each fiscal year that comprises the Total Agreement Amount. Subrecipient shall not perform nor charge ODH for any work performed by Subrecipient in the time period prior to receiving written notification from ODH that the requirements of O.R.C. 126.07 and, if applicable, O.R.C. 127.16 have been met. Subrecipient shall neither perform work nor submit an invoice for payment for any Agreement performance after the Agreement Ending Date.

7.4. Suspension and Termination. ODH may suspend or terminate this Agreement for any reason thirty (30) days after delivery of written notice to Subrecipient. ODH may suspend or terminate this Agreement immediately after delivery of written notice to Subrecipient if ODH (i) discovers any illegal conduct on the part of Subrecipient; (ii) discovers any violation of §7.7 of this Agreement regarding Conflict of Interest and Ethics Laws; (iii) discovers any violation of §7.13 regarding a Drug Free Workplace; (iv) discovers any violation of the funding restriction specified in §7.2.11; (v) is subject to a loss of funding as specified in §7.2.6; (vi) discovers that Subrecipient or any of its subcontractors has performed any services under this Agreement in §7.12 regarding Prohibition of the Expenditure of Public Funds for Offshore Services; or (vii) discovers or is notified that a petition in bankruptcy or similar proceeding has been filed by or against Subrecipient. If at any time during the Agreement Period a bankruptcy or similar proceeding has been filed by or against Subrecipient, Subrecipient shall immediately notify ODH of the filing.

7.4.1. Subrecipient to Cease Work and Other Agreement Activities. Subrecipient, upon effective date of suspension or termination, shall cease work on the suspended or terminated activities under this Agreement, suspend or terminate any subcontracts relating to such suspended or terminated activities, take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report, as of the date of receipt of notice of suspension or termination describing the status of all work under this Agreement, including without limitation, results accomplished, conclusions resulting therefrom, and such other matters as ODH may require.

7.4.2. Determining Compensation after Agreement Suspension or Termination. Except in the instances of material breach or default as indicated in §7.5, Subrecipient shall be entitled to compensation in the event of suspension or termination under this Agreement, upon submission of a proper invoice, for the work performed prior to receipt of notice of termination or suspension, which shall be calculated by ODH based on the compensation set forth in §6 and §7.2, less any funds previously paid by or on behalf of ODH. In the case of services for which Subrecipient's compensation is based upon a fixed fee per deliverable, compensation shall be based on a reasonable percentage of the total services performed, as determined by ODH, less any funds previously paid by or on behalf of ODH. ODH shall not be liable for any further claims, and the claims submitted by Subrecipient shall not exceed the total amount of compensation allowed by this Agreement.

7.5. Breach or Default.

7.5.1. Material Breach. Upon a Material Breach of the Agreement, as designated in §4, §7.2.11 and §7.12, ODH may unilaterally terminate this Agreement without compensation to Subrecipient as a material breach is understood by the Parties to be so significant that it has destroyed the value of the Agreement and, due to the nature of the services that ODH offers the State of Ohio, a Material Breach would undermine the sole purpose of the Agreement.

7.5.2. Upon breach or default by Subrecipient of any of the provisions, obligations or duties provided for in this Agreement, ODH may exercise all administrative, contractual, equitable or legal remedies available, without limitation. The waiver of any occurrence of breach or default is not a waiver of subsequent occurrences, and ODH retains the right to exercise all remedies provided for in this Agreement.

7.5.3. If ODH or Subrecipient fail to perform an obligation or obligations under this Agreement and thereafter such failure is waived by the other party; such waiver shall be limited to the particular failure so waived and shall not be deemed to waive other failures hereunder. Waiver by ODH shall not be effective unless it is in writing and signed by the Director of Health or his or her designee, except that Agreement Manager may agree in writing to non-substantial changes to §6, such as changes in form, format, deadlines, or other minimal changes that do not diminish the value of the specified work or deliverable.

7.5.4. A breach or default based upon Subrecipient's failure to comply with §7.12 is subject to that section with regard to Agreement termination, sanctions, and damages.

- 7.6. Independent Subrecipient. Subrecipient acknowledges and agrees any individual providing personal services under this agreement is not a public employee (for purposes of O.R.C. Chapter 145) solely on the basis of this Agreement. No agency, employment, joint venture or partnership has been or will be created between the Parties hereto pursuant to the terms and conditions of this Agreement. Inasmuch as ODH is interested in Subrecipient's end product, ODH does not control the manner in which Subrecipient performs this Agreement. ODH is not liable for the workers' compensation or unemployment compensation payments required by O.R.C. Chapters 4123 and 4141, respectively. In addition, Subrecipient assumes responsibility for tax liabilities that result from compensation paid to Subrecipient by ODH. ODH will report any payment made under this Agreement to the Internal Revenue Service on Form 1099. Additionally, no provision contained in this Agreement shall be construed as entitling Subrecipient to participate in hospital plans, medical plans, sick leave benefits, vacation, and other benefits available to employees of ODH or to become a member of the Public Employees Retirement System (O.R.C. Chapter 145).
- 7.7. Conflict of Interest and Ethics Laws.
- 7.7.1. Neither Subrecipient nor any officer, member or employee of Subrecipient shall, prior to the completion of such work and payment for such work, acquire any interest, personal or otherwise, direct or indirect, which is incompatible or in conflict with or would compromise in any manner or degree with the discharge and fulfillment of his or her functions and responsibilities with respect to the carrying out of such work.
- 7.7.2. Subrecipient hereby covenants that neither Subrecipient, nor any officer, member, or employee of Subrecipient, have any interest, personal or otherwise, direct or indirect, which is incompatible or in conflict with or would compromise in any manner or degree with the discharge and fulfillment of his or her functions and responsibilities under this Agreement.
- 7.7.3. Subrecipient shall not promise or give to any ODH employee anything of value that is of such a character as to manifest a substantial and improper influence upon the employee with respect to his or her duties. Subrecipient shall not solicit an ODH employee to violate any ODH rule or policy relating to the conduct of contracting Parties or to violate O.R.C. 102.03 to 102.04 or O.R.C. 2921.42.
- 7.7.4. Subrecipient hereby covenants that Subrecipient and any officer, member or employee of Subrecipient are in compliance with O.R.C. 102.04 and that if Subrecipient is required to file a statement pursuant to O.R.C. 102.04(D)(2), such statement has been filed with the ODH General Counsel in addition to any other required filings.
- 7.7.5. Subrecipient hereby certifies compliance with the executive agency lobbying requirements of O.R.C. 121.60 to 121.69.
- 7.7.6. Subrecipient hereby certifies and affirms that, as applicable to Subrecipient, no party listed in Division (I) or (J) of O.R.C. 3517.13 or spouse of such party has made, as an individual, within the two previous calendar years, one or more contributions in excess of \$1,000.00 (One Thousand Dollars) to the Governor or to his campaign committees. If it is determined that Subrecipient's certification of this requirement is false or misleading, notwithstanding any criminal or civil liabilities imposed by law, Subrecipient shall return to ODH all monies paid to Subrecipient under this Agreement. The provisions of this section shall survive the expiration or termination of this Agreement.
- 7.8. Nondiscrimination and Equal Employment Opportunity.
- 7.8.1. In carrying out this Agreement, Subrecipient will not discriminate against any employee or applicant for employment because of race, color, religion, gender, age, disability or military status as defined in section 4112.01 of the Revised Code, national origin or ancestry. Subrecipient shall comply with all applicable State of Ohio and Federal laws relating to nondiscrimination and equal employment opportunity as those laws may be amended from time to time, including but not limited to the following:
- 7.8.1.1. Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin;
- 7.8.1.2. Title VII of the Civil Rights Act of 1991 (P.L. 102-166) which prohibits discrimination on the basis of race, color or religion, national origin and sexual orientation in employment;
- 7.8.1.3. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency ("LEP"), which requires reasonable steps to ensure that LEP persons have meaningful access to programs (see www.lep.gov), and Health and Human Services ("HHS") implementing regulations at 45 CFR part 80;

- 7.8.1.4. Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex, and HHS implementing regulations at 45 CFR part 86;
 - 7.8.1.5. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps in the provision of benefits or services as well as employment, and the HHS implementing regulations are codified at 45 CFR parts 84 and 85;
 - 7.8.1.6. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age and the HHS implementing regulations codified at 45 CFR part 91;
 - 7.8.1.7. If grant funding is from the U.S. Department of Justice ("DOJ"), subrecipients must also comply with the following laws and regulations which prohibit discrimination on the basis of race, color, national origin, religion, sex, gender identity, sexual orientation, or disability in the provision of services and employment practices:
 - 7.8.1.7.1. The nondiscrimination provision of the Violence Against Women Act of 1994, as amended (42 U.S.C. § 13925(b)(13));
 - 7.8.1.7.2. 28 C.F.R. pt. 42, subpt. C (the DOJ regulations implementing Title VI of the Civil Rights Act of 1964);
 - 7.8.1.7.3. 28 C.F.R. pt. 54 (the DOJ regulations implementing Title IX of the Education Amendments of 1972);
 - 7.8.1.7.4. 28 C.F.R. pt. 42, subpt. G (the DOJ regulations implementing Section 504 of the Rehabilitation Act of 1973); 28 C.F.R. pt. 42, subpt. I (the DOJ regulations implementing the Age Discrimination Act of 1975);
 - 7.8.1.7.5. 28 C.F.R. pt. 38 (the DOJ regulations on the Equal Treatment for Faith-Based Organizations);
 - 7.8.1.7.6. Ex. Order No. 13279 (Equal Protection of the Laws for Faith-Based and Community Organizations); and
 - 7.8.1.7.7. Ex. Order No. 13559 (Fundamental Principles and Policymaking Criteria for Partnerships with Faith-Based and Other Neighborhood Organizations).
 - 7.8.1.8. Prohibitions against retaliation against individuals for taking action or participating in an action to secure rights provided in State and Federal laws relating to nondiscrimination.
- 7.9. "Sweatshop Free" Certification. Subrecipient hereby certifies that all facilities used for the production of supplies or performance of services offered in this Agreement is in compliance with applicable domestic labor, employment, health and safety, environmental and building laws. This certification applies to any and all suppliers and/or subcontractors used by Subrecipient in furnishing the supplies or services pursuant to this Agreement. If it is determined that Subrecipient's certification of this requirement is false or misleading, then Subrecipient understands that it shall be grounds for the termination of this Agreement and may result in the loss of other contracts or grants with the State of Ohio.
- 7.10. Records, Documents and Information. All records, documents, writings or other information produced or used by Subrecipient in the performance of this Agreement shall be treated according to the following terms:
- 7.10.1. All ODH information which, under the laws of the State of Ohio, is classified as public or private will be treated as such by Subrecipient. Where there is a question as to whether information is public or private, ODH shall make the final determination. Subrecipient shall not use any information, systems, or records made available to it for any purpose other than to fulfill the contractual duties specified herein. Subrecipient agrees to be bound by the same standards of confidentiality that apply to the employees of ODH and the State of Ohio. If at any time during the Agreement period a proceeding has been filed by or against Subrecipient which would compel disclosure of private information under this Agreement, Subrecipient shall immediately notify ODH of the filing. The terms of this section shall be included in any subcontracts executed by Subrecipient for work under this Agreement.
 - 7.10.2. Pursuant to Section 149.43 of the Ohio Revised Code, all proprietary information of Subrecipient shall be held to be strictly confidential by ODH. Proprietary information is information which, if made public, would put Subrecipient at a disadvantage in the market place and trade of which Subrecipient is a part. Subrecipient is responsible for notifying ODH of the nature of the information prior to its release to ODH.

ODH reserves the right to require reasonable evidence of Subrecipient's assertion of the proprietary nature of any information to be provided.

7.10.3. All records relating to costs, work performed and supporting documentation for invoices submitted to ODH by Subrecipient shall be retained and made available by Subrecipient for audit by the State of Ohio (including, but not limited to, ODH, the Auditor of the State of Ohio, the Ohio Inspector General or duly authorized law enforcement officials) and agencies of the United States government for a minimum of three years after payment for work performed under this Agreement. If an audit, litigation, or other action is initiated during this time period, Subrecipient shall retain such records until the action is concluded and all issues resolved or the three years end, whichever is later.

7.11. Disclosure of Personal Health Information. Subrecipient hereby agrees that the information provided or made available by ODH shall not be used or disclosed other than as permitted or required by this Agreement or as required by law. Subrecipient will establish and maintain appropriate safeguards to prevent any use or disclosure of the information, other than as provided for by this Agreement. Subrecipient shall comply with 45 C.F.R.164.504(e)(2)(ii). Subrecipient shall immediately report to ODH any discovery of use or disclosure of information not provided for or allowed by the Agreement. Subrecipient hereby agrees that anytime information is provided or made available to any sub-Subrecipient or agent, Subrecipient must enter into a subcontract with the sub-Subrecipient or agent that contains the same terms, conditions, and restrictions on the use and disclosure of information as contained in this Agreement. Subrecipient must obtain ODH approval prior to entering into such agreements. Further, Subrecipient agrees to make available and provide right of access to an individual of their protected health information when that protected health information is obtained in the performance of Subrecipient's obligations under this Agreement.

7.12. Prohibition of the Expenditure of Public Funds for Offshore Services. No State of Ohio Cabinet, Agency, Board or Commission will enter into any contract to purchase services provided outside the United States or that allows State of Ohio data to be sent, taken, accessed, tested, maintained, backed-up, stored, or made available remotely outside (located) of the United States, unless a duly signed waiver from the State has been attained. Notwithstanding any other terms of this Agreement, the State reserves the right to recover any funds paid for services the Subrecipient performs outside of the United States for which it did not receive a waiver. The State does not waive any other rights and remedies provided to the State in the Agreement. Further, no State agency, board, commission, State educational institution, or pension fund will make any purchase from or investment in any Russian institution or company. Notwithstanding any other terms of this Agreement, the State reserves the right to recover any funds paid to Subrecipient for purchases or investments in a Russian institution or company in violation of this paragraph. The provisions of this paragraph will expire when the applicable Executive Order is no longer effective. The Subrecipient must complete the Contractor/Subcontractor Affirmation and Disclosure Form affirming the Subrecipient understands and will meet the requirements of the above prohibition. The Affirmation and Disclosure Form is attached hereto as Attachment A. During the performance of this Agreement, if the Subrecipient changes the location(s) disclosed on the Affirmation and Disclosure Form, Subrecipient must complete and submit a revised Affirmation and Disclosure Form reflecting such changes.

7.12.1. Termination, Sanction, Damages. If Subrecipient or any of its subcontractors perform services under this Agreement outside of the United States or State of Ohio data is sent, taken, accessed, tested, maintained, backed-up, stored, or made available remotely outside the United States, the performance of such services shall be treated as a material breach of the Agreement. ODH is not obligated to pay and shall not pay for such services. If Subrecipient or any of its subcontractors perform any such services, Subrecipient shall immediately return to ODH all funds paid for those services. ODH may also recover from Subrecipient all costs associated with any corrective action ODH may undertake, including but not limited to an audit or a risk analysis, as a result of Subrecipient performing services outside the United States.

7.12.2. ODH may, at any time after the breach, terminate the Agreement, upon written notice to Subrecipient. ODH may recover all accounting, administrative, legal and other expenses reasonably necessary for the preparation of the termination of the Agreement and costs associated with the acquisition of substitute services from a third party.

7.12.3. If ODH determines that actual and direct damages are uncertain or difficult to ascertain, ODH in its sole discretion may recover a payment of liquidated damages in the amount of % of the value of the Agreement.

7.12.4. ODH, in its sole discretion, may provide written notice to Subrecipient of a breach and permit Subrecipient to cure the breach. Such cure period shall be no longer than fourteen (14) calendar days. During the cure period, ODH may buy substitute services from a third party and recover from Subrecipient any costs associated with acquiring those substitute services.

- 7.12.5. Notwithstanding ODH permitting a period of time to cure the breach or Subrecipient's cure of the breach, ODH does not waive any of its rights and remedies provided ODH in this Agreement, including but not limited to recovery of funds paid for services Subrecipient performed outside of the United States, costs associated with corrective action, or liquidated damages.
- 7.13. Drug Free Workplace. Subrecipient shall comply with all applicable state and federal rules, regulations and statutes pertaining to a drug free workplace. Subrecipient shall make a good faith effort to ensure that all employees of Subrecipient do not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way while working on state, county, or municipal property.
- 7.14. Security & Safety Rules. When using or possessing ODH data or accessing State of Ohio networks and systems, the Subrecipient, its employees, subcontractors and agents must comply with all applicable state rules, policies, and regulations regarding state-provided IT resources, data security and integrity. When on any property owned or controlled by the State of Ohio, the Subrecipient must comply with all security and safety rules, regulations, and policies applicable to people on those premises.
- 7.15. Compliance.
- 7.15.1. Subrecipient affirmatively represents and warrants to ODH that it is not subject to a finding for recovery under O.R.C. 9.24 or that it has taken the appropriate remedial steps required under O.R.C. 9.24 or otherwise qualifies under that section. Subrecipient further affirmatively represents and warrants to ODH that it is not debarred or suspended from entering into state of Ohio contracts pursuant to O.R.C. 125.25 and is not subject to exclusion, disqualification or ineligibility as defined in 2 C.F.R. 180.110. Subrecipient agrees that if this representation and warranty is deemed false, the Agreement will be void *ab initio* as between the Parties to this Agreement, and any funds paid by ODH hereunder shall be immediately repaid to ODH, or an action for recovery may be immediately commenced by ODH for the recovery of said funds.
- 7.15.2. Subrecipient certifies that Subrecipient is not federally debarred from participating in government contracts funded by federal money as described in 2 C.F.R. 180.220. If at any time during the contractual period Subrecipient is federally debarred from participating in government contracts funded by federal money, for whatever reason, Subrecipient shall immediately notify ODH of the debarment.
- 7.15.3. Subrecipient certifies that all approvals, licenses, registrations or other qualifications necessary to conduct business where the services are performed have been obtained and are operative. If at any time during the contractual period Subrecipient becomes disqualified from conducting business in Ohio, for whatever reason, Subrecipient shall immediately notify ODH of the disqualification.
- 7.15.4. Subrecipient certifies that it is in compliance and will remain in compliance throughout the duration of this Agreement with all other applicable federal and state laws, regulations, rules and Executive Orders and will require the same certification from its subgrantees or subcontractors.
- 7.16. Audit Exceptions.
- 7.16.1. ODH shall be responsible for receiving, replying to, and arranging compliance with any audit exception(s) found as a result of any state or federal audit of this Agreement as it pertains to federal or ODH funding of the Agreement. ODH shall promptly notify Subrecipient of any adverse findings which allegedly are the fault of Subrecipient. Upon receipt of notification by ODH, Subrecipient shall fully cooperate with ODH and timely prepare and send to ODH its written response to the audit exception(s).
- 7.16.2. The Parties shall be liable for any audit exception(s) that result(s) solely from their own acts or omissions in the performance of this Agreement. In the event that any audit exception(s) result(s) from the acts or omissions of both Subrecipient and ODH, the financial liability for the audit exception(s) shall be shared by the Parties in proportion to their relative fault.
- 7.16.3. For the purpose of this section, the term "audit exception" shall include federal disallowance and deferrals.
- 7.17. Trafficking Victims Act. In carrying out this Agreement, Subrecipient, its employees, subcontractors and their employees shall comply with Section 106 (g) of the Trafficking Victims Protection Act of 2000, as amended (22 USC 7104); and is now located at 2 CFR Part 175 during the term of this Agreement. Subrecipient must include this provision in its contracts and subcontracts under this Agreement. Subrecipient must inform ODH immediately of any information regarding violation of the foregoing. Subrecipient understands that its failure to comply with this provision may subject ODH to loss of federal funds. Subrecipient agrees to compensate ODH for any such funds lost due to its failure to comply with this condition, or the failure of its subcontractors to comply with this condition.

- 7.18. Limitation of Liability. Subrecipient agrees to accept and be responsible for the actions or omissions of its agents, officers, and employees arising out of this Agreement, and nothing in this Agreement shall be interpreted or construed to place any responsibility for professional acts or omissions onto ODH; and ODH agrees to accept and be responsible for the actions or omissions of its agents, officers, and employees arising out of this Agreement, and nothing in this Agreement shall be interpreted or construed to place any such responsibility on the Subrecipient. ODH's liability for damages, whether in contract or in tort, shall not exceed the Total Agreement Amount or the amount of direct damages incurred by Subrecipient, whichever is less, and is the Subrecipient's sole and exclusive remedy for ODH's failure to perform its obligations under this Agreement. In no event shall ODH be liable for any indirect or consequential damages, including loss of profit, even if ODH knew or should have known of the possibility of such damages. Neither party is responsible to the other party for nonperformance or delay in performance of the terms of this Agreement due to acts of God, wars, riots, strikes, or other causes beyond the control of the Parties.
- 7.19. Insurance. Subrecipient will provide, at its own expense, Workers' Compensation insurance, as required by Ohio law or the laws of any other state where work under this Agreement will be performed. Subrecipient may be required to show proof of insurance upon request by ODH. Subrecipient also will provide for its employees performing work under this Agreement employer's liability insurance, and personal injury, bodily injury, and property damage liability insurance, including automobile coverage with personal injury and bodily injury coverage in the amount of at least \$100,000.00 per person, \$300,000.00 per occurrence. In lieu of providing the policies of insurance in the amounts specified in this section, Subrecipient instead may elect to self-insure such risk in accordance with the laws of this state, based upon a good-faith analysis of the potential liability as it relates to the work to be performed under this Agreement, provided that Subrecipient is one of the following:
- 7.19.1. A "state institution of higher education" as defined in O.R.C. 3345.12(A)(1), a community college established under O.R.C. Chapter 3354, a state community college established under O.R.C. Chapter 3358, a university branch established under O.R.C. Chapter 3355, or technical college established under O.R.C. Chapter 3357;
 - 7.19.2. A "state agency", which means a department, bureau, board, commission, office, agency, institution or other organized body or instrumentality established by the constitution and laws of the state of Ohio for the exercise of any function of state government; or
 - 7.19.3. A "political subdivision" of this state, which means a municipal corporation, township, county, school district, or other body corporate and politic responsible for governmental activities only in geographical areas smaller than that of the state.
- 7.20. Rights in Deliverables, Data and Copyrights. Any intellectual property or copyrightable materials produced specifically for and as a deliverable under the terms of this Agreement, including any documents, data, photographs and negatives, electronic reports, records, software, source code, or other media, shall become the property of ODH, which shall have an unrestricted right to reproduce, distribute, modify, maintain, and use the Deliverables. This section does not apply to any preexisting materials owned by Subrecipient. Subrecipient shall not obtain copyright, patent, or other proprietary protection for the Work or Deliverables under this Agreement. ODH grants Subrecipient an unlimited license to use work and materials produced by Subrecipient under this Agreement, including the right to publish the results of any work performed under this Agreement. In the event that the Agreement Funding Source is federal funding, in whole or in part, such license is subject to the royalty-free, non-exclusive and irrevocable license to such material retained by the United States government. Further, the work must state: "This publication was made possible by Grant Number from . Its contents are solely the responsibility of the authors and do not necessarily represent the official views of ." Subrecipient shall not include in any Deliverable or Work any copyrighted matter, unless the copyright owner gives prior written approval to use such copyrighted matter.
- 7.21. Assignment. Subrecipient will not assign any of its rights nor delegate any of its duties and responsibilities under this Agreement without prior written consent of ODH. Any assignment or delegation not consented to may be deemed void by the ODH.
- 7.22. Attachments. Attachments and documents referenced in this Agreement are made a part hereof, and are incorporated as terms and conditions of this Agreement. In the event of a conflict of terms, the terms and conditions of this Agreement shall take precedence over any conflicting terms.
- 7.23. Governing Law. This Agreement is governed, construed and enforced in accordance with the laws of the State of Ohio. Further, the Ohio courts shall have jurisdiction over the subject matter and the Parties hereto in connection with disputes concerning validity and enforcement of this Agreement.
- 7.24. Severability. If any portion of this Agreement is found to be unenforceable by operation of statute or by administrative or judicial decision, the enforceability of the balance of this Agreement shall not be affected thereby,

provided that the absence of the unenforceable provision does not render impossible the performance of the remainder of this Agreement.

- 7.25. Headings. The headings in this Agreement are for convenience only and will not affect the interpretation of any of the Agreement terms and conditions.
- 7.26. Survival. Except as expressly stated otherwise in this Agreement, all sections herein relating to payment, confidentiality, license and ownership, liability, record retention, audit, publicity, conflicts of interest and ethics, warranties and limitations on damages shall survive the termination or expiration of this Agreement.
- 7.27. Notices.
- 7.27.1. Form of Notice. All notices, requests, claims, demands and other communications between the Parties shall be in writing.
- 7.27.2. Method of Notice. All notices shall be given (i) by delivery in person (ii) by a nationally recognized next day courier service, (iii) by first class, registered or certified mail, postage prepaid, or (iv) by electronic mail to the address of the Party specified in this Agreement as "ODH Agreement Manager" or "Subrecipient's Authorized Representative" or such other address as either Party may specify in writing. The Parties acknowledge that change in authorized representatives and their addresses are not substantive and a change shall be recognized with proper Notice.
- 7.27.3. Receipt of Notice. All notices shall be effective upon (i) receipt by the party to which notice is given, or (ii) on the fifth (5th) day following mailing, whichever occurs first.
- 7.28. OMB Omni-Circular. If applicable, Subrecipient must meet the requirements and comply with the federal Office of Management and Budget (OMB) Omni-Circular, 2 CFR Part 200.

Remainder of Page Left Intentionally Blank. Attachment(s) Immediately Follow.

ATTACHMENT A

DEPARTMENT OF ADMINISTRATIVE SERVICES
STANDARD AFFIRMATION AND DISCLOSURE FORM

EXECUTIVE ORDER 2022-02D
State of Ohio's Response to Russia's Unjust War on the Country of Ukraine

March 2022

All of the following provisions must be included in all invitations to bid, requests for proposals, state term schedules, multiple award contracts, requests for quotations, informal quotations, and statements of work. This information is to be submitted as part of the response to any of the procurement methods listed.

AFFIRMATION AND DISCLOSURE FORM

Contractor affirms that Contractor has read and understands the applicable Executive Orders regarding the prohibitions of performance of offshore services, locating State data offshore in any way, or purchasing from Russian institutions or companies.

The Contractor shall provide all the name(s) and location(s) where services under this Contract will be performed and where data is located in the spaces provided below or by attachment. Failure to provide this information may result in no award. If the Contractor will not be using subcontractors, indicate "Not Applicable" in the appropriate spaces.

1. Principal location of business of Contractor:

(Address) (City, State, Zip)

Name/Principal location of business of subcontractor(s):

(Name) (Address, City, State, Zip)

(Name) (Address, City, State, Zip)

2. Location where services will be performed by Contractor:

(Address) (City, State, Zip)

Name/Location where services will be performed by subcontractor(s):

(Name) (Address, City, State, Zip)

(Name) (Address, City, State, Zip)

3. Location where state data will be located, by Contractor:

(Address)

(Address, City, State, Zip)

Name/Location(s) where state data will be located by subcontractor(s):

(Name)

(Address, City, State, Zip)

(Name)

(Address, City, State, Zip)

(Name)

(Address, City, State, Zip)

(Name)

(Address, City, State, Zip)

(Name)

(Address, City, State, Zip)

Contractor also affirms, understands and agrees that Contractor and its subcontractors are under a duty to disclose to the State any change or shift in location of services performed by Contractor or its subcontractors before, during and after execution of any contract with the State. Contractor agrees it shall so notify the State immediately of any such change or shift in location of its services. The State has the right to immediately terminate the contract, unless a duly signed waiver from the State has been attained by the Contractor to perform the services outside the United States.

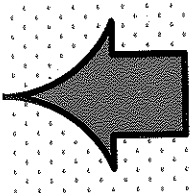
On behalf of the Contractor, I acknowledge that I am duly authorized to execute this Affirmation and Disclosure Form and have read and understand that this form is a part of any Contract that Contractor may enter into with the State and is incorporated therein.

By: _____
Contractor

Print Name: _____

Title: _____

Date: _____



AUTHORIZE PRESIDENT OF THE BOARD TO SIGN PERMIT APPLICATION FROM THE OHIO DEPARTMENT OF COMMERCE, DIVISION OF LIQUOR CONTROL FOR AN EVENT AT THE WARREN COUNTY FAIRGROUNDS

WHEREAS, La Modero Entertainment is holding an event at the Warren County Fairgrounds on August 13, 2023; and

NOW THEREFORE BE IT RESOLVED, to authorize the President of the Board to sign permit application from the Ohio Department of Commerce, Division of Liquor Control, on behalf of La Modero Entertainment for the purpose of obtaining a liquor license for an event to be held at the Warren County Fairgrounds; copy of said application is attached hereto and made a part hereof.

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

M
M
M

Resolution adopted this 8th day of August 2023.

BOARD OF COUNTY COMMISSIONERS

Tina Osborne, Clerk

cc: c/a—Ohio Department of Commerce, Division of Liquor Control
Agricultural Society (file)
Empresa JB La Modero Entertainment

2023 AUG 31 AM 8:28

CLERK



Division Use Only:
Check #: _____
Amount: _____
of Checks: _____

F Permit Application

Allows qualifying organizations to sell beer ONLY until 1am for up to 5 days.

Ohio Revised Code 4303.20

READ BEFORE YOU START YOUR APPLICATION

Application **MUST** be filed with us **AT LEAST** thirty (30) days **PRIOR** to the event date or your application may **NOT** be approved in time for your event.

For your application to be deemed complete, you must fully and legibly complete this application, including:

- Answering all required questions ("*" indicates a required field);
- Paying all the required fees listed below; and
- Submitting any additional required forms listed below.

Incomplete applications will be returned, unprocessed, which can prevent you from having your event. Do NOT submit this application separate from your payment. For faster processing, you are encouraged to file online at www.com.ohio.gov/getstarted (Click the link in the "temporary permit" tab).

REQUIRED – Does your organization qualify?
1. * Is the applicant a(n):
• Association of ten (10) or more persons;
• Labor union;
• Charitable organization; OR
• Employer of ten (10) or more persons sponsoring a function for the employer's employees?
<input checked="" type="checkbox"/> YES – Go to next question.
<input type="checkbox"/> NO – STOP , the applicant does NOT qualify for this permit.
2. * Will ANY of the money made from the event, <i>minus legitimate expenses</i> , be used for the profit or gain of any individuals or for-profit organizations?
<input type="checkbox"/> YES – STOP , Applicant does NOT qualify for the event.
<input checked="" type="checkbox"/> NO – Go to next question.
3. * Only two (2) F (beer only) permits can be issued to the same applicant within any thirty (30) day period. For example, Organization X gets a F permit for events that start on March 15 and April 1, respectively. Organization X cannot have another F (beer only) permit issued to it until April 14 th , which is 30 days after its first event that began on March 15. Has applicant had F (beer only) permits before?
<input type="checkbox"/> Yes – List the last two event start dates below. If they are NOT within 30 calendar days, go to next section.
<input checked="" type="checkbox"/> No – Continue to next section.
Date: _____ Event location: _____
Date: _____ Event location: _____

4. * You **MUST** purchase your beer at wholesale from an Ohio licensed A-1 or A-1c brewery or a B-1 beer distributor. You can NEVER buy your alcohol from another retail permit holder to sell at your event. Provide the name, permit number, and address from whom beer will be purchased for your event (go to com.ohio.gov/findapermitholder and follow the instructions to find qualifying Ohio permit holders).

Ohio Eagle Beer Distributor

5. * Will this event require any street, alley, or public sidewalk closures?

YES – Submit the included Street Closure Acknowledgment Form (LIQ 17-0006) with this application packet.

NO

6. * Does applicant, as listed in Section B, own the real estate on which the proposed event will be located (i.e., the owner name listed on the county auditor website exactly matches the applicant name listed in Section B of this application)?

YES

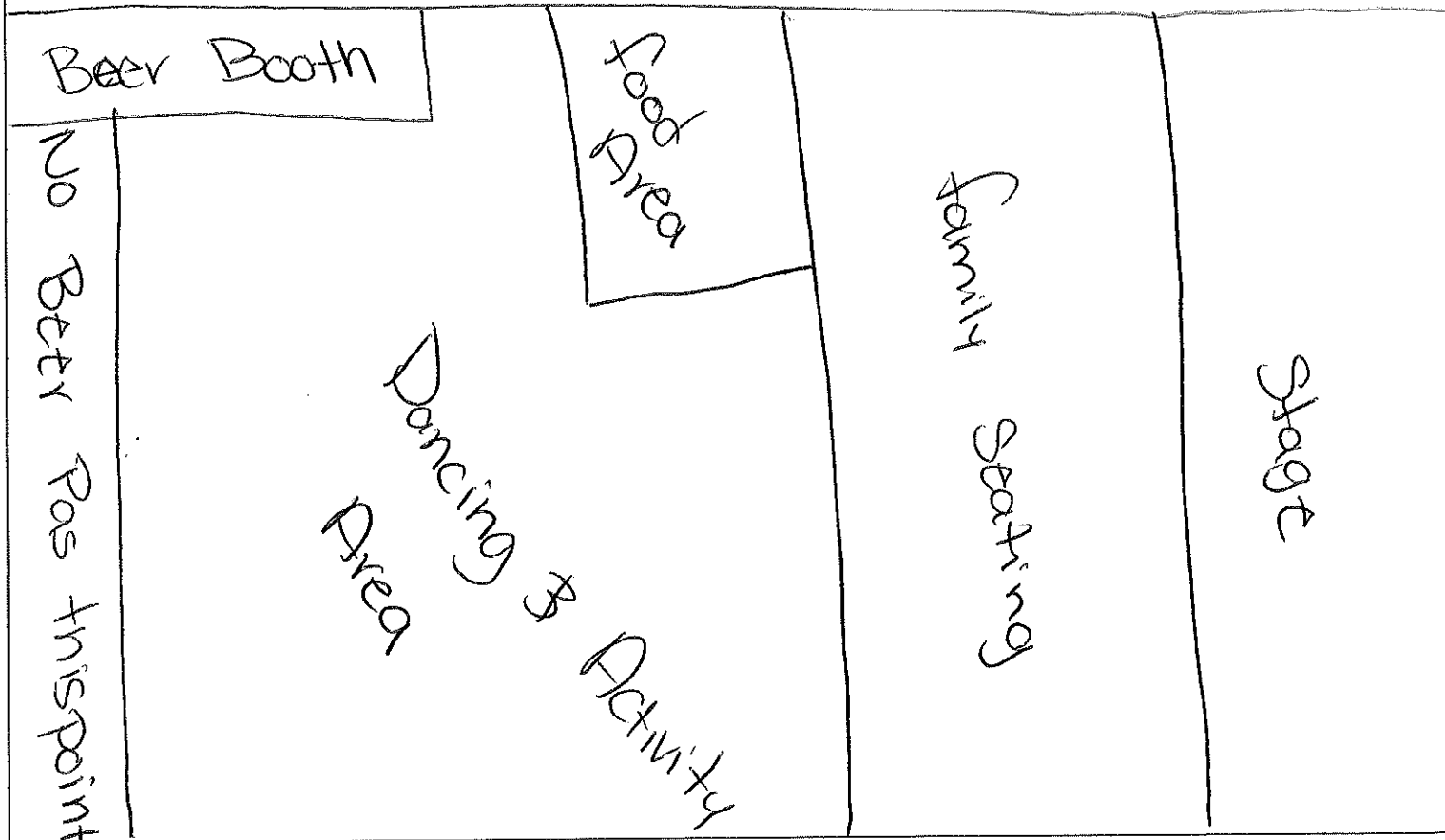
NO – Submit the included Tenancy Notification Form (LIQ 17-0003) with this application packet.

7. * Is the event location identified in Section B above located within a Designated Outdoor Refreshment Area (DORA)? Not sure what a DORA is or if your location is within an existing DORA's boundaries, go to www.com.ohio.gov/dora.

YES NO

SECTION E – Temporary Liquor Permit Diagram of Proposed Permit Premises

ALL temporary liquor permit applicants **MUST** submit a detailed diagram/drawing of the event's permit premises describing where alcoholic beverages will be stored, sold, and consumed. Include approximate dimensions like 10 x 10. We CANNOT process this application if the diagram is not included. If using a picture or image, please write "image included" below and make sure the image is clear and shows things like streets, barrier locations, etc.



SECTION E – Required Information for application to be deemed complete or it WILL be returned, unprocessed.

1. Meet the statutory requirements for the applied permit (see [Ohio Revised Code 4303.20](#)).
2. Submit the applicable permit fee (see Section A above) and ensure that the:
 - Payment is by check or money order (NO CASH) and made payable to "Treasurer, State of Ohio"
 - Payment is signed,
 - Numeric amount listed matches the written amount, and
 - Applicant listed in Section B is in the memo line (if different than contact information printed on payment).
3. Submit this application (answer ALL questions, including any requested organization business information).
4. Submit a completed Peace Officer Notification Form (LIQ_17-0004).
5. Submit a completed Diagram of Permit Premises for Temporary Permit Form (page 3 above).
6. Submit a completed Street Closure Acknowledgment Form (LIQ_17-0006).
 - N/A – no street closures required.
7. Submit a completed Tenancy Notification Form (LIQ_17-0003).
 - N/A – event premises is not rented.
8. Submit a completed Issued Permit Holder’s Agreement to Suspend the applicable portion of their permit premises (LIQ_17-0005).
 - N/A – event is not held on another permit holder’s premises.

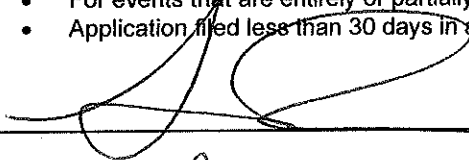
NOTE: The Division of Liquor Control does **NOT** regulate or provide legal advice to individuals regarding Ohio’s gambling laws. Any gambling related questions should be directed to your attorney, the Ohio Investigative Unit, or the Ohio Attorney General’s Office, Charitable Law Section. Go to com.ohio.gov/whodoeswhat for more information.

SECTION I – CERTIFICATION AND SIGNATURE

* The person signing this application **MUST** be an officer with the applicant organization or the person listed above in Section B as being responsible for the food/beverage operation for the event.

By signing below, I certify and understand that:

- I am at least 21 years of age and have authority to execute this application;
- The information provided herein is true, correct, and complete to the best of my knowledge and belief;
- I am not using this temporary permit as a means to avoid securing a regular permit;
- During the review of this application further documentation or actions may be needed and my failure to timely comply could delay the processing of my application;
- A temporary permit is subject to Ohio liquor laws like any other retail permit;
- The proposed permit premises as described or enclosed herein are accurate as to where alcoholic beverages will be stored, sold, and consumed during the event,
- For events that are entirely or partially outdoors, the premises **MUST** have visible boundaries like fencing, walls, or ropes; and
- Application filed less than 30 days in advance of the event may not be processed in time for my event.



(Signature of Applicant)

Sonia Barnica
(Print Name)

President
(Title)

07/24/23
(Date)

Submit the application, fees, and required forms to:
Ohio Department of Commerce – Division of Liquor Control
c/o Temporary Permit Section
6606 Tussing Road
Reynoldsburg, OH 43068-9005

Questions? Go to com.ohio.gov/ineedhelp
Email liquortemporarylicensing@com.ohio.gov
Call (614) 644-3155
Office Hours: 8:00 a.m. - 5:00 p.m. EST
Sign-up to stay informed at com.ohio.gov/stayinformed



Department of Commerce

Division of Liquor Control

Division Use Only:
Permit #:
Permit Type:

TEMPORARY PERMIT CHIEF PEACE OFFICER NOTIFICATION FORM

SECTION A - TEMPORARY PERMIT INFORMATION (Completed by applicant)

The temporary permit applicant Sonia Gamica has an event planned at: 665 North Broadway Lebanon OH for the following date(s) and time(s) specified below:

Date Event BEGINS: 08/13/23 Start Time: 2:00 PM

Date Event ENDS: 08/13/23 End Time: 11:00 PM

Will there be any type of street, alley, or public sidewalk closure for this event?
[] YES (Include a completed Street Notification Acknowledgment Form with your application).
[X] NO

Section B - CHIEF PEACE OFFICER SIGNATURE (Completed by City/Township Police or County Sheriff)

This portion MUST be signed by the Chief Peace Officer, or their designee, who has jurisdiction over the location where this function will be held, indicating that they have been notified of the:
- applicant, date, time, place, and duration of the event, and
- any street, alley, or public sidewalk closures for the event.

I, being the Chief Peace Officer, or their designee, acknowledge that the organization listed above in Section A notified our office that it will hold an event at the applied for location on the specified date(s) and, if applicable, that the listed street, alley, or sidewalk closures will take place. If the township does not have a Chief Peace Officer, the County Sheriff's Office must sign-off.

[Signature] (Peace Officer Signature)

Sheriff Larry C Sims (Please Print Name)

7-28-23 (Date)

- [] University Police
[X] County Sheriff
[] Township Police
[] City Police



Department of Commerce

Division of Liquor Control

Division Use Only:

Permit #: _____

Permit Type: _____

TEMPORARY PERMIT TENANCY FORM

Section A – Temporary Permit Event Information (Completed by Applicant)

Applicant (as listed on the permit application), Sonia Garnica

has applied for a temporary liquor permit to be issued at the following address:

665 North Broadway (street address) Lebanon OH 45036 (city/zip)

between the dates listed below.

Date Event STARTS: 08/13/23 (Month/ Day/ Year) Start Time: 2:00 AM PM

Date Event ENDS: 08/13/23 (Month/ Day/ Year) End Time: 11:00 AM PM

Section B – Real Property Owner Signature and Acknowledgment (Completed by Property Owner)

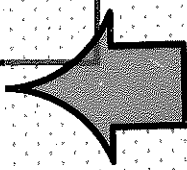
By signing below, I _____, state that I own the property listed in Section A above and that I consent to the Applicant, also listed in Section A above, having its temporary permit event on my property during the dates specified above. Furthermore, if the above-described property is located on a federal, state, or local park/fairground, I certify that I have the authority to sign on behalf of that governmental entity and that the applicable board or officials for that governmental entity are aware of the event.

(Signature of Real Property Owner or Government Official)

(Email Address)

(Date)

(Telephone)



APPROVE NOTICE OF INTENT TO AWARD BID TO J.K. MEURER CORP. FOR THE FY23 UNION TOWNSHIP, WARREN COUNTY - HIGHLAND PARK REPAVING PHASE 2 CDBG PROJECT

WHEREAS, bids were closed at 9:00 a.m., on August 2, 2023, and the bids received were opened and read aloud for the FY23 Union Township, Warren County – Highland Park Repaving Phase 2 CDBG Project, and the results are on file in the Commissioners’ Office; and

WHEREAS, upon review of such bids by Susanne Mason, Director, J.K. Meurer Corp. has been determined to be the lowest and best bidder; and

NOW THEREFORE BE IT RESOLVED, upon recommendation of the Warren County Office of Grants Administration, that it is the intent of this Board to award the contract to , J.K. Meurer Corp., 33 Glendale Milford Road, Loveland, Ohio 45140 for a total bid price of \$57,024.00; and

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

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

- M
- M
- M

Resolution adopted this 8th day of August 2023.

BOARD OF COUNTY COMMISSIONERS

Tina Osborne, Clerk

cc: OGA (file)
OMB Bid file


 2023 AUG - 8 10:32
 OGA - 58



BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO
406 Justice Drive, Lebanon, Ohio 45036
www.co.warren.oh.us
commissioners@co.warren.oh.us

Telephone (513) 695-1250
Facsimile (513) 695-2054

TOM GROSSMANN
SHANNON JONES
DAVID G. YOUNG

Notice of Intent to Award

J.K. Meurer Corp.
33 Glendale Milford Road
Loveland, Ohio 45140

August 8, 2023

Project Description: FY23 Union Township, Warren County – Highland Park Repaving Phase 2 CDBG Project

Ladies/Gentlemen:

Warren County (Owner) has considered the bid submitted by you on August 2, 2023, for the above-described work in response to its Advertisement for Bids and Instructions to Bidders. You are hereby notified that your bid appears to be in order, and it is our intent to accept the work items as indicated in such bid for the total amount of \$57,024.00.

Please execute the enclosed Agreement and furnish the required Contract Bond, Certificate of Insurance, and Payment Draw Schedule, if applicable, within 10 calendar days from the date of this notice.

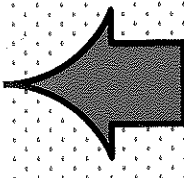
Failure to execute said Agreement within 10 days from the date of this notice, will entitle the Owner to consider all your rights arising out of the Owner's acceptance of your bid as abandoned and as a forfeiture of your bid guaranty subject to the liability as set forth in Section 153.54 of the Ohio Revised Code. The Owner will be entitled to such other rights as may be granted by law.

Please sign all copies of the contract, leaving the date blank, and return to the Warren County Commissioners Office, 406 Justice Drive, Lebanon, Ohio, 45036, Attention: Krystal Powell. Once all documents have been fully executed, an original will be returned to you for your files along with the "Notice to Proceed." No work shall begin prior to the receipt of such "Notice to Proceed."

Thank you for your bid and we look forward to working with you on this project.

WARREN COUNTY BOARD OF COMMISSIONERS

Shannon Jones, President



APPROVE NOTICE OF INTENT TO AWARD BID TO J & J ENVIRONMENTAL, INC. (DBA TELE-VAC) FOR THE AS NEEDED SANITARY POINT LINER REPAIRS PROJECT RE-BID

WHEREAS, bids were closed at 11:00 a.m., on August 3, 2023, and the bids received were opened and read aloud for the As Needed Sanitary Point Liner Repairs Project Re-Bid, and the results are on file in the Commissioners' Office; and

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

NOW THEREFORE BE IT RESOLVED, upon recommendation of the Warren County Water and Sewer Department, that it is the intent of this Board to award the contract to , J & J Environmental, Inc., 7611 Easy Street, Mason, Ohio 45040; and

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

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


- M
- M
- M

Resolution adopted this 8th day of August 2023.

BOARD OF COUNTY COMMISSIONERS

Tina Osborne, Clerk

cc: Water/Sewer (file)
OMB Bid file


 2023 AUG - 4 24 9:25
 RE:



BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO
406 Justice Drive, Lebanon, Ohio 45036
www.co.warren.oh.us
commissioners@co.warren.oh.us

Telephone (513) 695-1250
Facsimile (513) 695-2054

TOM GROSSMANN
SHANNON JONES
DAVID G. YOUNG

Notice of Intent to Award

J & J Environmental, Inc.
7611 Easy Street
Mason, Ohio 45040

August 8, 2023

Project Description: As Needed Sanitary Point Liner Repairs Project Re-Bid

Ladies/Gentlemen:

Warren County (Owner) has considered the bid submitted by you on August 3, 2023, for the above-described work in response to its Advertisement for Bids and Instructions to Bidders. You are hereby notified that your bid appears to be in order, and it is our intent to accept the work items as indicated in such bid.

Please execute the enclosed Agreement and furnish the required Contract Bond, Certificate of Insurance, and Payment Draw Schedule, if applicable, within 10 calendar days from the date of this notice.

Failure to execute said Agreement within 10 days from the date of this notice, will entitle the Owner to consider all your rights arising out of the Owner's acceptance of your bid as abandoned and as a forfeiture of your bid guaranty subject to the liability as set forth in Section 153.54 of the Ohio Revised Code. The Owner will be entitled to such other rights as may be granted by law.

Please sign all copies of the contract, leaving the date blank, and return to the Warren County Commissioners Office, 406 Justice Drive, Lebanon, Ohio, 45036, Attention: Krystal Powell. Once all documents have been fully executed, an original will be returned to you for your files along with the "Notice to Proceed." No work shall begin prior to the receipt of such "Notice to Proceed."

Thank you for your bid and we look forward to working with you on this project.

WARREN COUNTY BOARD OF COMMISSIONERS

Shannon Jones, President

ENTER INTO AN H2OHIO DIRECT ASSISTANCE PWS STANDARD GRANT AGREEMENT WITH THE OHIO ENVIRONMENTAL PROTECTION AGENCY FOR THE REIMBERSEMENT OF ELIGIBLE PROJECT/PROGRAM COSTS

WHEREAS, the Water and Sewer Department was awarded an H2Ohio Direct Assistance grant from the Ohio Environmental Protection Agency in the amount of \$7,688 for project costs associated with the Sharts Road Public Water System; and

WHEREAS, the grant manager requires the execution of a standard grant agreement in order to disburse funds; and

NOW THEREFORE BE IT RESOLVED, to execute an H2Ohio Direct Assistance PWS Standard Grant Agreement, as attached hereto and made a part hereof, with the Ohio Environmental Protection Agency for the Warren County Sharts Road Public Water System.

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

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

Resolution adopted this XXth day of July 2023.

BOARD OF COUNTY COMMISSIONERS

Tina Osborne, Clerk

cc: c/a—Ohio EPA
Water/Sewer (file)
Project file

RECEIVED
 2023 JUN 28 PM 2:47
 WARREN COUNTY
 OHIO



Mike DeWine, Governor
Jon Husted, Lt. Governor
Anne M. Vogel, Director

RE: Warren County Sharts Road

PWS

General Correspondence
Drinking Water
Warren
OH8346912

Warren County Sharts Road PWS
Attn: Christopher Brausch
406 Justice Drive; Lebanon, OH 45036

Dear Christopher Brausch:

The Division of Drinking and Ground Waters (DDAGW) is pleased to inform you that the application DEG-23-312 for Warren County Sharts Road PWS has been reviewed and has been determined eligible for funding in the amount of \$7,688.00. Please find the attached grant agreement. This agreement must be signed by an authorized official and returned to Ohio EPA. Ohio EPA will then review, sign, and return the fully executed grant agreement. Once the fully executed agreement is received, eligible activities under the agreement can begin. Please return the grant agreement within 30 days from the receipt of this letter. If additional time is needed, please notify Ohio EPA at the email address below as soon as possible.

As a recipient of the distribution equipment grant, you are encouraged to register with Ohio WARN (OHWARN: The Ohio Water/Wastewater Agency Response Network) and use equipment purchased with this grant for mutual aid to other Ohio public water systems. More information on Ohio WARN can be found at: www.ohwarn.org.

If you have any question, please contact us by phone at (614) 644-2752 or e-mail at ddagw.grants@epa.ohio.gov.

Sincerely,

DDAGW Grants Team
Ohio Environmental Protection Agency
Engineering and Infrastructure
Division of Drinking and Ground Water

Attachments: Grant Agreement
Exhibit 1 – Approved Grant Application

H2Ohio Direct Assistance PWS Standard Grant Agreement

This Agreement is made and entered into as of the “Effective Date” by and between the Director of the Ohio Environmental Protection Agency, hereinafter referred to as the **Ohio EPA**, and the Warren County Sharts Road PWS (PWS), its contractors, agents, and successors, hereinafter referred to as the **Grantee**, for the **Drinking Water Distribution Equipment Grant**.

WITNESSETH THAT:

WHEREAS Ohio Revised Code Section 126.60 established the H2Ohio Fund and authorizes the Director of the Environmental Protection Agency to distribute money appropriated to the H2Ohio Fund by awarding or allocating grants or money for the development and implementation of projects and programs that are designed to address water quality priorities, support watershed planning, scientific research and data collection; and which may be used by Ohio EPA to fund waterway improvement and protection of all waterways in support of water quality priorities and management in accordance with section 126.60 of the Revised Code.

WHEREAS Obligations of the State of Ohio are subject to the provisions of ORC Section 126.60. **WHEREAS** ORC section 126.60 identifies the following purposes as eligible for the H2Ohio Fund:

- (1) Agriculture water projects;
- (2) Community water projects;
- (3) Nature water projects;
- (4) Awarding or allocating grants or money, issuing loans, or making purchases for the development and implementation of projects and programs, including remediation projects, that are designed to address water quality priorities;
- (5) Funding cooperative research, data gathering and monitoring, and demonstration projects related to water quality priorities;
- (6) Encouraging cooperation with and among leaders from state legislatures, state agencies, political subdivisions, business and industry, labor, agriculture, environmental organizations, institutions of higher education, and water conservation districts;
- (7) Other purposes, policies, programs, and priorities identified by the Ohio Lake Erie commission in coordination with state agencies or boards responsible for water protection and water management, provided that the purposes, policies, programs, and priorities align with a statewide strategic vision and comprehensive periodic water protection and restoration strategy.

WHEREAS the Director of Ohio EPA has determined that **Grantee’s Distribution Management Equipment Grant Application** conforms to the requirements of uses for the H2Ohio Fund and meets the eligibility criteria of the H2Ohio Fund as specified in ORC Section 126.60.

WHEREAS, for purposes of this H2Ohio Grant Award, “Eligible Project/Program Costs” may be reimbursed out of this Grant from the H2Ohio Fund in an amount not to exceed **\$7,688.00** are also depicted in Exhibit 1, which shall be fully incorporated by reference into this H2Ohio Grant Agreement as **Exhibit 1**.

NOW THEREFORE, in consideration of the mutual covenants by and between the parties hereto, the parties agree as follows:

Ohio Environmental Protection Agency

- I. **Grant Award.** The **Director** hereby awards to the **Grantee** a Grant not to exceed **\$7,688.00** from the money appropriated to the H2Ohio Fund for the purpose of implementing the project/program detailed in "**Exhibit 1**" for the **Work Activities** for eligible expenditures for the project/ program activities related to the purchase of equipment the Director has determined meets the eligibility criteria for use of H2Ohio Funds as specified in ORC section 126.60.

Costs or expenditures incurred by the **Grantee** or **Grantee's** Contractors, Employees, or Agents for items or services that are not part of the approved budget as depicted in Exhibit 1 or that exceed the amount of this Grant Award may not be paid out or reimbursed from the Grant. Any grant-related expenditures made or paid prior to the effective date of the grant agreement will not be reimbursed pursuant to this agreement.

- A. **(Grantor)** On behalf of the Director of Ohio EPA, the Division of Drinking and Ground Waters "DDAGW" shall be responsible for evaluation of the Grantee's adherence to this agreement, authorization of payment of the award to the Grantee, and authorization of modification(s) to this Agreement. The Ohio EPA DDAGW Chief, or his/her designee, shall coordinate communications with the Grantee's Project Director of the Grant Project or Grantee's Authorizing Agent.
- B. **(Grantee's Project Director)** The Grantee's Project Director shall, in accordance with the proposed budget, coordinate 1) the work activities, and requirements set forth in the body of this Agreement in order to procure the supplies, training and equipment described in the approved application and 2) the work, activities and requirements set forth in the Grant Application. The Grantee's Project Director shall coordinate all work through the DDAGW Chief, or his/her designee.
- C. **(Scope of Work)** The Grantee shall successfully perform and complete: 1) the work, activities, and requirements set forth in the body of this Agreement; and 2) the work, activities, and requirements set forth in the Grant Application, attached hereto as "**Exhibit 1**" and fully incorporated herein.
- D. **(Adherence to Budget)** The Grantee has submitted to the Grantor, as a condition precedent to this Agreement, a proposed Budget. The Grantee stipulates and agrees that the proposed Budget accurately reflects anticipated project resources and expenditures for the term of this Agreement. The Grantee shall complete the work, activities, and requirements set forth in the body of this Agreement and in "**Exhibit 1**" (attached hereto and incorporated herein) in accordance with the proposed Budget (Section 3 of Exhibit 1).
- E. **(Project Period)** The parties agree that the "Project Period" is from the date when the last required signature is affixed hereto, to a date within twelve (12) months from said date when reimbursement is requested by the grantee. The Project Period may be extended if a written request submitted by the Grantee to the Grantor is approved in writing by the Grantor.
- II. **Grant Method of Disbursement and Release of Fund.** The **Grantee** agrees that all payments made under this Grant Award represent reimbursements based on actual costs and are made based upon **Grantee's** satisfactory performance of **Grantee's** obligations under this Grant Agreement.

Ohio Environmental Protection Agency

Grantee shall request disbursements, and Grantor may make disbursements, which at all times shall be at Grantor's discretion, in accordance with the following schedule and requirements:

- A. Grantee must submit payment requests for costs incurred for eligible expenditures on a form prescribed by Grantor, with copies of supporting documents including invoices. The amount of payment request(s) shall not exceed the costs incurred, or the total amount of the Grant Award. Reimbursement requests may be submitted within twelve (12) months of the grant award date unless a written time extension has been approved in writing by Grantor. Grantee may not seek reimbursement for any costs incurred prior to the effective date of this Grant Agreement.
 - B. All payments made under this grant award are based on actual costs and are made in consideration of the Grantee's promises and the Grantee's satisfactory performance as set forth in this Agreement.
 - C. The documentation for the release of Grant Funds shall be in a form and substance as required by Grantor, from time to time.
 - D. The release of Grant Funds shall be in accordance with the schedule set forth in this section II, unless Ohio EPA approves in writing a request for a change to the schedule, but any such change shall not change the total Grant Award in an amount not to exceed \$7,688.00.
 - E. At all relevant times, the adequacy of Grantee's request for the release of Grant Funds shall be at the sole discretion of Grantor.
- III. Changes to Project or Method of Disbursement.** Any change or changes that substantially modify the Method of Disbursement, will be submitted to Ohio EPA for prior written approval, and will be at Ohio EPA's discretion. The **Grantee** shall not submit payment requests for costs associated with the change orders until Ohio EPA approval has been obtained. Any changes or modifications made in accordance with this section shall be contingent upon Ohio EPA written approval, shall be consistent with the requirements of ORC section 126.60, and comply with Federal and State law, including the requirements of ORC Chapters 6109 and 6111. Any changes or modifications made in accordance with this section to this agreement or to the exhibits attached to this agreement shall be incorporated fully herein, and subject to the terms and conditions of this Grant Agreement.
- IV. Grantee's Representations.** **Grantee** agrees to proceed expeditiously with, and complete, the Projects/Programs in accordance with the specific terms and conditions of each of the following: this Grant Agreement and any exhibits or agreements with the State incorporated herein or related to the Project, permit and plan approvals, and the approved project detailed plans and specifications. **Grantee** also agrees to proceed under this agreement in a manner which conforms with the eligibility requirements of the H2Ohio Fund as specified in ORC Section 126.60. **Grantee** accepts such performance as an essential element of this Agreement.
- V. Nondiscrimination.** The **Grantee** shall not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, age, sex, sexual orientation, military status, or any disability as defined in the Americans with Disabilities Act (ADA). The **Grantee** shall not, in any manner, discriminate, intimidate or retaliate against any employee on account of race, color,

Ohio Environmental Protection Agency

religion, sex, sexual orientation, military status, national origin, disability, age or ancestry. The **Grantee** shall take affirmative action to ensure that employees are treated during employment, without regard to their race, color, religion, national origin, ancestry, age, sex, sexual orientation, military status, or any disability, as defined in the ADA. Such action shall include, but is not limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination, including apprenticeship.

The **Grantee** agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Agency setting forth the provisions of this nondiscrimination clause. Furthermore, the **Grantee** agrees to comply with all pertinent provisions of ORC Section 125.111, 4112.02, and the Drug Free Workplace Act.

- VI. **State Financial Commitment.** Nothing in this Agreement shall constitute, or be deemed to constitute, an obligation of future appropriations by the General Assembly of the State of Ohio. The State of Ohio's financial commitment to the **Project/Program** shall not exceed the Ohio EPA's grant to **Grantee** described in Paragraph I.
- VII. **Drug-Free:** The **Grantee** agrees to comply with all applicable federal, state and local laws regarding smoke-free and drug-free workplaces and shall make a good faith effort to ensure that none of its employees or permitted subcontractors engaged in the work being performed hereunder purchase, transfer, use, or possess illegal drugs or alcohol, or abuse prescription drugs in any way.
- VIII. The **Grantee** shall, in all solicitations or advertisements for employees placed by or on behalf of the **Grantee**, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry, age, sex, sexual orientation, military status, or any disability, as defined in the ADA.
- IX. The **Grantee** shall comply with the State Equal Employment Opportunity guidelines, and any direction as set forth by officials or agencies of the State or Federal Government that seek to eliminate unlawful employment discrimination, and with all other State and Federal efforts to assure equal employment practices under this Agreement. Before and during performance, the **Grantee** shall promptly comply with all requests and direction from the State of Ohio or any of its officials and agencies.
- X. Upon the **Grantee's** noncompliance with the nondiscrimination clauses of this Agreement, this Agreement may be canceled, terminated, or suspended in whole or in part, and the **Grantee** may be ineligible for further state contracts and such other sanctions may be imposed and remedies instituted as otherwise provided by the law.
- XI. This Agreement may be canceled, terminated, or suspended in whole or in part upon a determination by the Ohio EPA that the **Grantee** is in Breach of this Agreement due to any violation of the terms or conditions of this Agreement, including **Grantee's** representations under this Agreement and the requirement that the **Grantee's** project/program meets the eligibility criteria of the H2Ohio Fund as specified in ORC section 126.60. Such a determination may render **Grantee** ineligible for reimbursement under this Grant Agreement or further state contracts.
- XII. It is fully understood and agreed that neither **Grantee** nor any of its employees or other personnel shall at any time or for any purpose, be considered as agents or employees of the Ohio EPA or the State of Ohio. The **Grantee** certifies that neither the **Grantee** nor its

Ohio Environmental Protection Agency

employees or other personnel are public employees of the Agency under federal or state law for tax, Workers' Compensation, and retirement deduction purposes.

- XIII. Compliance Assurance:** The **Grantee** shall carry out and administer the project according to all applicable federal, state, and local laws, rules, regulations, ordinances, and the terms of this Agreement. Nothing in this agreement is intended to constitute approval from the Ohio EPA for activities associated with the construction and operation of the project. **Grantee** is responsible for applying for and receiving all applicable permits and approvals for the project in accordance with applicable federal, state, and local requirements.
- XIV. Grantor Access:** The designated representatives of Ohio EPA shall have access to inspect the work described in the project, and retain all other lawful access pursuant to statute, regulation, or other agreements.
- XV. Project Phase and Fiscal Reports.**

Project Phase Metrics Reports and Fiscal Reports for the Projects/Program subject to this Grant Agreement shall be prepared by **Grantee** and submitted to **Ohio EPA DDAGW** at the address provided in *Section XXXI, Notice*, in accordance with the project phases in the application. Each report shall include a narrative describing the activities that were undertaken with respect to the Grant Agreement, together with detailed information on the project/program, including any relevant metrics demonstrating the future use of the equipment.

Fiscal Reports shall be included with the Project Phase Reports for the H2Ohio funded portion of the projects/program or Close-Out of the Grant. The Fiscal Reports shall include a financial report signed by an authorized official of Grantee, which demonstrates to Ohio EPA's satisfaction that the H2Ohio Grant was utilized for eligible program expenditures.

Notwithstanding that Project Phase and fiscal reports shall also be due in accordance with the timelines for phases set forth in the application, project phase reports shall be submitted no later than 12 months from the effective date of this Grant Agreement, unless a change is approved by Ohio EPA in writing.

XVI. Final Reports.

Final Project Report. Not later than 60 days following completion of the H2Ohio funded portion of the **project/program** Grantee shall prepare and submit to **Ohio EPA DDAGW** at the address provided in *Section XXXI, Notice* a Final Report of the project activities that were undertaken with respect to the H2Ohio Grant, including any relevant metrics on the use of the equipment purchased.

Final Fiscal Report. Not later than 60 days following completion of the H2Ohio funded portion of the **project/program**, **Grantee** shall: (i) complete a full, final written accounting of the expenditure of the H2Ohio Grant funds utilized under this agreement; and (ii) submit a copy of such accounting to **Ohio EPA DDAGW** at the address provided in *Section XXXI, Notice*, for review and approval. The Final Fiscal Report shall include a summary of the fiscal reports, reflecting that all amounts disbursed were utilized for eligible expenditures, and reflect any remaining expenditures to demonstrate to Ohio EPA's satisfaction that the H2Ohio Grant was utilized for eligible expenditures up to the amount of the total **grant award**. The final fiscal report shall be signed by the project manager and **Grantee's**

Ohio Environmental Protection Agency

fiscal agent. If the final fiscal report documents that not all funds were disbursed and the project is complete, all unused funds shall be returned to Grantor within 30 days.

- XVII. Grantor Right to Audit.** Grantor shall at any reasonable time have the right of access to and the right to audit all books and records, financial or otherwise, pertinent to the administration and operation of this project. The **Grantee** shall keep said books and records in a manner consistent with generally accepted accounting procedures in a common file to facilitate audits and inspections. In the event of a special audit, the **Grantee** will be responsible for the actual cost of the audit. Said costs shall be determined by the State of Ohio.
- XVIII. Records.** **Grantee** shall preserve all account statements, documents and other records associated with this Agreement and the **Project/Program Account** for a minimum of five (5) years after termination of this Agreement.
- XIX.** The **Grantee** shall keep and make available to the Ohio Auditor of State all books and records, financial or otherwise, pertinent to the administration and operation of this project. **Grantee** shall keep such books and records in a manner consistent with generally accepted accounting procedures in a common file to facilitate audits by the Ohio Auditor of State. The **Grantee** will be responsible for the actual cost of all audits. Said costs shall be determined by the State of Ohio. The **Ohio EPA** shall at any reasonable time have the right of access to and the right to review all books and records, financial or otherwise, pertinent to the administration and operation of this project.
- XX.** Neither this Agreement, nor any rights, duties, nor obligations hereunder, may be assigned, delegated, or transferred in whole or in part by the **Grantee** without prior written consent of the State. Any assignment or delegation not consented to may be deemed void by the State.
- XXI.** The **Grantee** by signature on this document, certifies that it: (1) has reviewed and understands the Ohio ethics and conflict of interest laws, including the requirements found in Ohio Revised Code Chapter 102 and in Ohio Revised Code Sections 2921.42 and 2921.43, and (2) **Grantee** is currently in compliance with and will continue to adhere to, the requirements of Ohio ethics laws and conflict of interest laws and will take no action inconsistent with those laws. The **Grantee** understands that failure to comply with Ohio's ethics and conflict of interest laws is, in itself, grounds for termination of this Agreement and may result in the loss of other contracts or grants with the State of Ohio. No personnel of Contractor or public official, employee or member of the governing body of any locality in which work under this Agreement is being carried out, and who exercises any functions or responsibilities in connection with the review or approval of this Agreement or carrying out of any such work, shall, prior to the completion of the work, voluntarily acquire any personal interest that is incompatible or in conflict with the discharge and fulfillment of his or her functions and responsibilities with respect to the carrying out the work. Any such person who acquires an incompatible or conflicting personal interest on or after the effective date of this Agreement, or who involuntarily acquires any such personal interest, shall immediately disclose his or her interest to Ohio EPA in writing. Thereafter, he or she shall not participate in any action affecting the work under this Agreement, unless Ohio EPA determines in its sole discretion that, in the light of the personal interest disclosed, his or her participation in any such action would not be contrary to public interest.
- XXII.** The **Grantee** affirms that, as applicable to it, no party listed in Division (I) or (J) of Section 3517.13 of the Ohio Revised Code or spouse of such party has made, as an individual, within the two previous calendar years, one or more contributions in excess of the amounts specified in ORC 3517.13, to the Governor or to his campaign committees.

Ohio Environmental Protection Agency

- XXIII.** The **Grantee** affirmatively represents and warrants to **Ohio EPA** that it is not subject to a finding for recovery under ORC 9.24 or otherwise qualifies under that section. The **Grantee** agrees that if this representation or warranty is deemed to be false, the Agreement shall be void *ab initio* as between the parties to this Agreement, and any funds paid by Ohio EPA hereunder immediately shall be repaid to Ohio EPA, or an action for recovery immediately may be commenced by Ohio EPA for recovery of said funds. The **Grantee** affirmatively represents and warrants to Ohio EPA that it is not debarred from consideration for contract awards by the Director of the Department of Administrative Services, pursuant to either ORC 153.02 or ORC 125.25. If this representation and warranty is false, this Agreement is void *ab initio* and **Grantee** shall immediately repay to the State any funds paid under this Agreement.
- XXIV.** The **Ohio EPA** shall not be responsible for any costs incurred by the **Grantee** prior to the effective date of this Agreement and any grant-related expenditures made prior to the effective date of the Grant Agreement will not be reimbursed.
- XXV.** **Grantee** shall be responsible for its own acts and omissions and will be responsible for any and all damages, costs, and expenses that arise out of the performance of this Agreement and that are due to **Grantee's** own negligence, tortious acts, or other conduct or that are due to the negligence, tortious acts, or other conduct of the **Grantee's** respective agents, officers, or employees.
- XXVI.** **Indemnity.** To the extent permitted under ORC 5705.44, **Grantee** agrees to indemnify, save, and hold harmless Ohio EPA from any claims or causes of action arising from, or related to, implementing the **Project/Program**, including any acts or omissions of **Grantee**. Ohio EPA shall not be considered a party to and shall not be held liable under any contract entered into by **Grantee** in carrying out the activities pursuant to this Agreement.
- XXVII.** **Severability.** A determination by a court of competent jurisdiction that any part of this Agreement is invalid shall not invalidate or impair the force or effect of any other part hereof, except to the extent that such other part is wholly dependent for its operation on the part so declared invalid.
- XXVIII.** This Agreement shall remain in effect until the entire **project/program** is completed and the Auditor of State has completed the local government audits for the last year in which grant funds were disbursed. If the Ohio Auditor of State issues a finding for recovery to the **Grantee**, the **Ohio EPA** reserves the right, at any time after execution of this Agreement to terminate, revise, or extend the grant in whole or in part, upon written notification to the **Grantee**. The **Grantee**, upon receipt of notice of termination, shall not incur any new obligations and shall take all necessary and appropriate steps to limit disbursements and minimize costs and obligations, including cancelling as many outstanding obligations as possible. If requested by the **Ohio EPA**, the **Grantee** shall promptly furnish a report that describes the status of all work under this Agreement as of the date of receipt of the termination notice. The **Grantee** agrees to waive any right to, and shall make no claim for, additional compensation against the **Ohio EPA** by reason of such termination.
- XXIX.** **Provision of Services to be within the United States and Prohibition on the Purchases of Services from or Investments in Russian Institutions and Companies.** Subrecipient affirms to have read and understands Executive Order 2019-12D and Executive Order 2022-02D and shall abide by those requirements in the performance of this Agreement and shall perform no services required under the Agreement outside of the United States or purchase services from or investment in Russian institutions

Ohio Environmental Protection Agency

and companies. Notwithstanding any other terms of this Agreement, the State reserves the right to recover any funds paid for

Ohio Environmental Protection Agency

services the Subrecipient performs outside of the United States for which it did not receive a waiver or funds paid for services from or investments in Russian institutions and companies. The State does not waive any other rights and remedies provided the State in this Agreement.

XXX. The State, in its sole discretion, may provide written notice to **Grantee** of a breach and permit the **Grantee** to cure the breach. Such cure period shall be no longer than 21 calendar days. Notwithstanding the State permitting a period of time to cure the breach or the **Grantee's** cure of the breach, the State does not waive any of its rights and remedies provided the State in this Agreement.

XXXI. Termination. Ohio EPA reserves the right, at any time after the Effective Date, and with or without cause, to terminate, revise, or extend the grant in whole or in part, upon written notification to the **Grantee**. The **Grantee**, upon receipt of notice of termination, shall not incur any new obligations and shall take all necessary and appropriate steps to limit disbursements and minimize costs and obligations, including cancelling as many outstanding obligations as possible.

If requested by the Ohio EPA, the **Grantee** shall promptly furnish a report that describes the status of all work under this Agreement as of the date of receipt of the termination notice. The **Grantee** agrees to waive any right to, and shall make no claim for, additional compensation against the Ohio EPA by reason of such termination.

Upon termination of this Agreement, all unspent funds and funds subject to a finding for recovery by the Ohio Auditor of State, if any, shall be returned to the **Ohio EPA** in accordance with the terms and conditions in this Grant Agreement, but no later than within forty-five (45) days of **project/program** completion or receiving notification of any termination of the grant or program. Any payment not received within forty-five days of the due date may be turned over to the Attorney General for collection as a delinquent claim, and the **Grantee** agrees to pay the **Ohio EPA** all costs the **Ohio EPA** incurs for delinquent collections by the Attorney General's office.

XXXII. Notices. All communications shall be in writing and shall be hand-delivered; mailed first class, postage pre-paid; or mailed certified or registered mail, postage pre-paid or e-mailed, as follows:

Ohio Environmental Protection Agency
Attn: Sean Stephenson, Division of Drinking and Ground Waters
P.O. Box 1049
Columbus, OH 43216-1049
Email: DDAGW.Grants@epa.ohio.gov

XXXIII. Grant Funds Not Expended: If Grant Funds are not expended by Grantee in accordance with the terms and conditions of this Agreement, the award of the Grant Funds shall cease, and Grantor shall have no further obligation to release the Grant Funds. Grantor shall also have no obligation to release any amount of Grant Funds that exceeds the eligible costs of the project actually incurred by Grantee. If Grant Funds have been released to Grantee and Grantor determines that Grantee has not performed in accordance with the terms and conditions of this Agreement, Grantee shall return such improperly expended Grant Funds within Forty-Five (45) Days of demand by Grantor. In the event that the project is affirmatively abandoned by Grantee, all Grant Funds

Ohio Environmental Protection Agency

released by Grantor to Grantee under this Agreement shall be refunded to Grantor by Grantee within Forty-Five (45) days after abandonment has occurred.

Effective Date. This Agreement shall be effective upon execution of this Agreement by all Parties, the "Effective Date," and shall continue in full force and effect until completion of the entire **project/program**, or until all obligations of the **Grantee** under this Agreement have been fully satisfied, whichever is later.

The remainder of this page was left intentionally blank.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers.

Grantee: Warren County Sharts Road PWS

Award: \$7,688.00

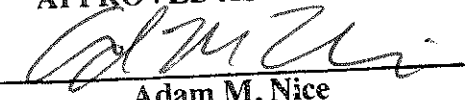
(I, we) have the authority to sign this Agreement and do so in (my/our) respective capacities:

*

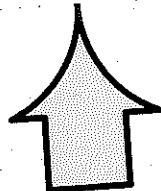
Signature of Grantee's Authorizing Agent

Date

Name and Title of Authorizing Agent
(Please type or print)

APPROVED AS TO FORM


Adam M. Nice
Asst. Prosecuting Attorney



Ohio Environmental Protection Agency

Anne M. Vogel, Director, or Authorized Agent
Ohio Environmental Protection Agency

Date



**Equipment Grant
Application and Guidelines**

**Division of Drinking and Ground Waters
P.O. Box 1049
Columbus, OH 43216-1049
Phone: 614-644-2752**

Website: <http://epa.ohio.gov/ddagw/>

Email: DDAGW.Grants@epa.ohio.gov

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I. Introduction

With the implementation of asset management program requirements for all public water systems, a need has been identified for valve exercising, leak detection and meter accuracy testing equipment. Grants are being offered to reimburse the initial cost of valve exercising, leak detection and meter accuracy testing equipment. The purpose of these grants is to help public water systems increase their technical capacity to provide a continuous source of safe drinking water.

This grant opportunity is made possible by Governor Mike DeWine's H2Ohio initiative. H2Ohio is a comprehensive and data-driven approach to reduce harmful algal blooms, improve wastewater, and water infrastructure, and prevent lead contamination.

II. Grant Application Guidelines

a. DEADLINES AND REVIEW DATES

Applications will be accepted beginning on December 20, 2022, until January 25, 2023.

Grant applications will be reviewed by Ohio EPA and applicants will be notified within 90 days from the close of the application of the award determination. If Ohio EPA has additional funding after the initial application period, a second application period will be announced.

b. ELIGIBILITY

Ohio community public water systems that need equipment for valve exercising, leak detection, or meter accuracy testing are eligible to apply. Equipment obtained under the grant must be used for the purchase of equipment necessary to exercise distribution system valves and perform leak detection in the distribution system.

Where applicable, the public water system must also comply with Ohio ethics laws and conflict of interest laws; the Federal Drug-Free Workplace Act of 1988 (41 USC Section 701, et. seq.); state regulations covering non-discrimination in hiring and affirmative action (ORC 125.111); and the PWS Authorizing Agent/owner or spouse, as applicable under ORC 3517.13(I) or ORC 3517.13(J), has not made, within the two previous years, one or more contributions totaling in excess of \$1,000 to the Governor or his campaign committees.

c. ELIBIBLE EQUIPMENT & SUPPLIES AND TRAINING

Equipment obtained under the grant must be used for to exercise distribution system valves, perform leak detection in the distribution system and for meter accuracy testing. The following are examples of equipment that are eligible under this grant:

- Valve exercising equipment
- Clamp on flowmeters to check accuracy of meters

- Pressure loggers
- Pitot Tube kits to measure hydrant flow and perform hydrant condition assessment
- Amplified Listening Device to detect leaks in the distribution system.
- Metal pipe locator
- Training on the use of the above equipment.

d. GRANT AMOUNTS AND PROJECT DURATION

Grants may be requested for equipment, supplies and training in an amount not to exceed \$10,000. Grants may only be requested for equipment, supplies and training obtained on or after a fully executed grant agreement is in place. Please **round off all requests to the nearest dollar amount**. Equipment supplies and training must be obtained, and reimbursement requested must be submitted within **6 months** of the date on Ohio EPA's grant agreement, unless an extension is granted in writing from Ohio EPA.

e. ASSISTANCE WITH APPLICATIONS

Please direct all inquiries to Sean Stephenson by email at DDAGW.Grants@epa.ohio.gov. Please include "Public Water System Equipment Grant" in the subject line.

f. APPLICATION SUBMITTAL

Application materials may be submitted in hard copy (paper) to the address on the cover of these guidelines or e-mailed to: DDAGW.Grants@epa.ohio.gov. Electronic submissions must be readable by Microsoft Word 2010 or newer software (for text, tables, and related materials) and Microsoft Excel 2010 or newer software (for spreadsheets). If you do not receive confirmation within two business days that your application has been received, please call the Division of Drinking and Ground Waters.

Applicants submitting their proposals on paper must provide **one** original of the application package, including an original signature from the System Owner or Authorized Agent (preferably in blue ink). The original may be single-sided or double sided. The application should be stapled in the upper left-hand corner. Please do not otherwise bind. Do not include cover letters, blank pages, dividers, or a table of contents. Fax submittals will not be accepted.

By mail:
Ohio EPA
Division of Drinking and Ground Waters
P.O. Box 1049
Columbus, OH 43216-1049
(614) 644-2752

g. GRANT AWARD PROCESS

Equipment supplies and training must be obtained, and reimbursement requested within 6 months of the date on Ohio EPA's grant agreement unless an extension is granted in writing from Ohio EPA.

A grant award letter will be sent to all applicants along with a grant agreement. The grant agreement will need to be signed by the Owner or Authorized Agent and returned. The Director of Ohio EPA will review and sign the agreement. This fully executed agreement will be returned and at this time equipment purchases can be made. The grant award letter and agreement will specify the award amount and provide instructions for obtaining reimbursement and completing the closeout report.

Upon receipt of a grant award letter and agreement the applicant will have six months from that date to purchase the equipment, supplies and training specified in their application including proof of purchase (receipts). An extension may be requested.

Applicants who are not awarded funding will be notified by email.



Public Water System Equipment Grant Application

For Office Use Only:

Application Number: _____ Date Received: _____

Section 1. Contact Information for Applicant

Please provide contact information for the Authorizing Agent who is authorized to sign the grant contract on behalf of the public water system.

a. Full name of Public Water System:	Warren County Water and Sewer Dept
b. PWS Identification Number (PWSID):	8346912
b. Federal Employer Identification Number (EIN):	31-6000058
c. Street Address:	406 Justice Dr
d. City:	Lebanon
e. State:	Ohio
f. Zip Code:	45036
g. County:	Warren
h. Authorizing Agent:	Christopher Brausch
i. Authorizing Agent Phone Number:	513-695-1193
j. Authorizing Agent Email Address:	chris.brausch@co.warren.oh.us

Contact Information for Project Director (person who will oversee the installation of testing equipment and implementation of the project).

a. Project Director (Primary Contact):	Christopher Brausch
b. Title:	Sanitary Engineer
c. Street Address:	406 Justice Dr
d. City:	Lebanon
e. State:	Ohio
f. Zip Code:	45036
g. Phone:	513-695-1193
h. Fax:	513-695-2995
i. Email Address:	chris.brausch@co.warren.oh.us
j. Alternative or Additional Contacts (Name, Title, Phone, Email):	Jeff Byrd: Distribution Supervisor:513-695-1648:jbyrdwcow@oulook.com,
k. Person performing analysis if different from above:	
l. Title:	
m. Phone:	
n. Email Address:	

Contact Information for applicant's Fiscal Agent (person who will process the grant payment from Ohio EPA)

a. Fiscal Agent:	Michael Zeiher
b. Title:	Director of Fiscal Operations
c. Street Address:	406 Justice Dr
d. City:	Lebanon
e. State:	Ohio
f. Zip Code:	45036
g. Phone:	513-695-1642
h. Fax:	513-695-2995
i. Email Address:	michael.zeiher@co.warren.oh.us
j. Alternative or Additional Contacts (Name, Title, Phone, Email):	

Section 2. Applicant Certification Statement

Instructions: Please have the Authorizing Agent/owner read the Statement of Certification below and sign it in Table 2-1, row a. Paper copy versions of this application must include one copy with an original signature in Table 2-1, row a. Applications submitted electronically may include an electronic signature, or certification will be required from those applicants when a grant contract is sent out for signature.

Statement of Certification

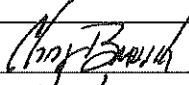
I certify that to the best of my knowledge the information contained in this application and in the supplemental material is correct and complete. I certify that the funding requested satisfies the eligibility requirements for this Program as represented in the Program Description and related materials. I certify that I understand that the funding under this Program is subject to restrictions and other conditions listed below, including (*inter alia*):

- The applicant will use the funding under this Program for the specific purposes defined in the grant application and guidelines.
- The equipment purchased under this Program is owned and operated by the applicant public water system.
- The applicant will maintain the equipment for a minimum period of four years from the date of purchase. As needed, the applicant will avail itself of the warranty in order to ensure that the equipment funded under this Program remains in good working order for at least four years.
- The applicant will not use funding under this Program to purchase hardware or services for which the applicant has received, or will receive, payment from another source or under another program.
- The applicant will submit a closing activity and fiscal report to Ohio EPA upon completion of the project.
- The applicant will provide the Ohio EPA access to the equipment purchased with grant funding, facilities where the equipment is located, and documentation related to funding received from this Program, based on reasonable notice of a request for such access.
- The applicant has received approval from its governing body, to apply and make use of the funding under this program.
- The applicant will follow the public water system's procedures and applicable federal guidelines to procure the products and services funded under this project. Applicants are encouraged to conduct competitive procurements.
- Where applicable under ORC 3517.13(I) or ORC 3517.13(J), the applicant's Authorizing Agent or spouse has not made, within the two previous years, one or more contributions totaling in excess of \$1,000 to the Governor or his campaign committees.
- Where applicable, the applicant public water system is in compliance with the Federal Drug-Free Workplace Act of 1988 (41 USC Section 701, et seq.); state

ethics laws and conflict of interest laws; and state regulations covering non-discrimination in hiring and affirmative action (ORC 125.111).

I authorize Ohio EPA to make any necessary inquiries to verify the information that I have presented. I acknowledge that the information in this application is not confidential and may be released as required by the Program.

Table 2-1. Applicant Certification Signature

a. Signature of Authorizing Agent:	
b. Date:	1/24/2023
c. Name (typed):	Christopher Brausch
d. Title or relationship to applicant organization:	Sanitary Engineer
e. Name of Public Water System	Warren County Water and Sewer Dept

Section 3. Equipment and Training

Please describe the equipment, supplies and training that will be obtained with the requested funding.

Equipment & Training (Manufacturer, Model & Description)	Number	Unit Cost	Cost (number x unit cost)
Equipment and Supplies			
a. Schonstedt Instrument Model GA-92XTd	8	961.00	7688.00
b.			
c.			
Training			
d.			
e.			
f. Total Cost			7688.00

Section 4. Equipment Use Description

Please provide a description of how the equipment planned to be purchased under the grant will be used and maintained.

The metal detectors would allow our personnel to effectively and expeditiously locate customer meter's, main line valves, hydrant valves, and curb stops. As our department is feeling the impact of increasing occurrences of emergencies and water main breaks, we need the metal detectors to help us save time when searching for valves to shut down mains in order to fix the breaks.

We are also seeing that with the roads widening and the additional landscaping, the valves and meter pits are getting covered, thus making them difficult, if not impossible to locate through traditional means.

ADVERTISE NOTICE OF DISADVANTAGED BUSINESS ENTERPRISE GOAL FOR FEDERAL FISCAL YEAR 2023 and 2024 FOR WARREN COUNTY TRANSIT

WHEREAS, Warren County operates a public transportation system which is funded primarily with grants from the Federal Transit Administration and the Ohio Department of Transportation; and

WHEREAS, as a requirement of the federal funded program, Warren County must adopt a Disadvantaged Business Enterprise (DBE) Program and establish a DBE goal for each fiscal year; and

WHEREAS, under the guidelines of the Program, it is required that the general public, as well as any interested public, private, and paratransit operators, including taxi operators, is given notice regarding the Disadvantaged Business Enterprise (DBE) goal and an opportunity to comment on said goal; and

NOW THEREFORE BE IT RESOLVED, to publish in a newspaper of general circulation the notice of Warren County Transit's DBE goal for federal fiscal year 2023 and 2024; said notice to appear for one week.

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

- M
- M
- M


Resolution adopted this ____ day of August 2023.

BOARD OF COUNTY COMMISSIONERS

Tina Osborne, Clerk

/sm

cc: OGA (file)
Transit (file)


 2023 AUG 31 AM 11:41
 TINA OSBORNE

**Notice of Disadvantaged Business Enterprise (DBE) Goal
Federal Fiscal Year 2023 and 2024**

Warren County hereby announces the continuation of a Disadvantaged Business Enterprise Program (DBE) goal of 10% for programs funded and authorized by the Federal Transit Administration (FTA) for the Federal Fiscal Year 2023, current date through September 30, 2023, and Fiscal Year 2024, October 1, 2023 through September 30, 2024. The FY 2023 and 2024 goal and information regarding our DBE Program are available for public review at the address below between the hours of 8:00 a.m. and 4:00 p.m., Monday through Friday. Comments regarding the goal and our DBE program will be accepted for a period of 45-days following publication of this Notice and should be addressed to:

Warren County Transit
Susanne Mason
406 Justice Drive, Room 311
Lebanon, Ohio 45036
(513) 695-1209

By order of the Warren County Board of Commissioners.

Tina Osborne, Clerk

* * * * *

Publish: Today's Pulse- Warren County: One time- August 13, 2023
Please furnish proof of publication (affidavit)

Send Bill to: Warren County Transit
406 Justice Drive
Lebanon, Ohio 45036
Or Fax: 513-695-2980
Or email: masosu@co.warren.oh.us

APPROVE AND AUTHORIZE THE PRESIDENT OF THE BOARD OF COUNTY COMMISSIONERS TO ACCEPT AND SIGN THE UPDATED WARREN COUNTY TRANSIT SERVICE SAFETY PLAN

WHEREAS, Ohio Department of Transportation requires that each transit system receiving State or Federal Transit Administration funds to adopt a public transportation safety plan; and

WHEREAS, revisions to the safety plan were necessary, and

NOW THEREFORE IT RESOLVED, to approve and authorize the president of the Board of County Commissioners to accept and sign the Updated Warren County Transit Service Safety Plan; as attached hereto and made a part hereof,

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

M
M
M

Resolution adopted this ____ day of August 2023.

BOARD OF COUNTY COMMISSIONERS

Tina Osborne, Clerk

sm/

cc: Transit (file)
Policy file
ODOT

91:11WY 0-08V2023

PUBLIC TRANSPORTATION AGENCY SAFETY PLAN

Warren County Transit Service
Warren County, Ohio



Drafted and Certified by Ohio Department of
Transportation Office of Transit *(June 2020)*



OHIO DEPARTMENT OF
TRANSPORTATION

Ohio Department of Transportation (ODOT) Responsibility

According to 49 C.F.R. Part 673, the state is responsible for drafting and certifying the small public transportation providers. Small transportation providers are defined as recipients or subrecipients of Federal financial assistance under 49 U.S.C. 5307 that have one hundred (100) or fewer vehicles in peak revenue service and do not operate a rail fixed guideway public transportation system. Paratransit service provided by the recipient or subrecipient is subject to Part 673.

The Office of Transit administers funds for the Rural Transit Grant Program (FTA Section 5311), the Rural Transportation Assistance Program (FTA Section 5311 (b)(3)), the Rural Intercity Bus Program Section 5311 (f), the Enhanced Mobility of Seniors and Individuals with Disabilities Program (FTA Section 5310) the Rail Fixed Guideway State Safety Oversight Program (FTA Section 5329), the Bus and Bus Facilities Program (FTA Section 5339), the Rural Technical Assistance Program (RTAP), the Ohio Elderly and Disabled Transit Fare Assistance Program, the Ohio Coordination Program, the Ohio Technical Assistance Program (OTAP), the Ohio Transit Partnership Program, and the Metropolitan & Statewide Planning and Non-Metropolitan Transportation Planning Program (FTA Section 5303/5304/5305) . ODOT is not an administering agency for Ohio Urban Transportation Grant Program (FTA Section 5307) funds. Urban transportation providers are direct recipients of 5307 funding.

Version Tracking Log

According to 49 C.F.R. Part 673.11 (5), each transit agency must establish an annual review and update of the Public Transportation Agency Safety Plan. ODOT is drafting and certifying the plan and coordinates with the transit agency to review and update the plan annual.

Version	Date Issued	Section/Pages Affected	Purpose for Change
1.0	06/10/2020	N/A	Original Document
1.1	12/31/2022	Pages 26, 27	BIL Updates

Signature Page

Susanne Mason, Director, Warren County Transit

Date of Signature

*

~~David Young~~, President,
Shannon Jones
Board of County Commissioners

Warren County Transit

Date of Approval

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Definitions of Special Terms Used in the Safety Plan

Term	Definition
Accident	An event that involves any of the following: a loss of life; a report of a serious injury to a person; a collision of public transportation vehicles; a runaway train; an evacuation for life safety reasons; or any derailment of a rail transit vehicle, at any location, at any time, whatever the cause.
Accountable Executive	Single, identifiable person who has ultimate responsibility for carrying out the Public Transportation Agency Safety Plan of a public transportation agency; responsibility for carrying out the agency's Transit Asset Management Plan; and control or direction over the human and capital resources needed to develop and maintain both the agency's Public Transportation Agency Safety Plan, in accordance with 49 U.S.C. 5329(d), and the agency's Transit Asset Management Plan in accordance with 49 U.S.C. 5326.
Chief Safety Officer	An adequately trained individual who has responsibility for safety and reports directly to a transit agency's chief executive officer, general manager, president, or equivalent officer. A Chief Safety Officer may not serve in other operational or maintenance capacities, unless the Chief Safety Officer is employed by a transit agency that is a small public transportation provider as defined in this part, or a public transportation provider that does not operate a rail fixed guideway public transportation system.
Consequence	Potential outcome(s) of the hazard
Event	Any accident, incident, or occurrence
Fatality	A death or suicide confirmed within 30 days of a reported event. Does not include deaths in or on transit property
Hazard	Any real or potential condition that can cause injury, illness, or death; damage to or loss of the facilities, equipment, rolling stock, or infrastructure of a public transportation system; or damage to the environment.
Hazard Identification	Formal activities to identify hazards during operations related to provision of services
Incident	An event that involves any of the following: A personal injury that is not a serious injury; one or more injuries requiring medical transport; or damage to facilities, equipment, rolling stock, or infrastructure that disrupts the operations of a transit agency.
Investigation	The process of determining the causal and contributing factors of an accident, incident, or hazard, for the purpose of preventing recurrence and mitigating risk.
Performance measure	An expression based on a quantifiable indicator of performance or condition that is used to establish targets and to assess progress toward meeting the established targets.

Warren County Transit Service Safety Plan

Performance target	A quantifiable level of performance or condition, expressed as a value for the measure, to be achieved within a time period required by the Federal Transit Administration (FTA).
Occurrence	An event without any personal injury in which any damage to facilities, equipment, rolling stock, or infrastructure does not disrupt the operations of a transit agency.
Safety Assurance	Processes within a transit agency's Safety Management System that functions to ensure the implementation and effectiveness of safety risk mitigation, and to ensure that the transit agency meets or exceeds its safety objectives through the collection, analysis, and assessment of information.
Safety Management Policy	Transit agency's documented commitment to safety, which defines the transit agency's safety objectives and the accountabilities and responsibilities of its employees in regard to safety.
Safety Management System (SMS)	Formal, top-down, organization-wide approach to managing safety risk and assuring the effectiveness of a transit agency's safety risk mitigation. SMS includes systematic procedures, practices, and policies for managing risks and hazards.
Safety Performance target	Performance Target related to safety management activities
Safety Promotion	Combination of training and communication of safety information to support SMS as applied to the transit agency's public transportation system.
Safety Risk Assessment	Formal activity whereby a transit agency determines Safety Risk Management priorities by establishing the significance or value of its safety risks.
Safety Risk Management	Process within a transit agency's Public Transportation Agency Safety Plan for identifying hazards and analyzing, assessing, and mitigating safety risk.
Safety Risk Probability	The likelihood that the consequence might occur, considering the worst foreseeable-but credible-condition
Safety Risk Severity	The anticipated effects of a consequence, should it materialize, taking as reference the worst foreseeable- but credible-condition
Safety Assurance	Processes within a transit agency's SMS that function to ensure the implementation and effectiveness of safety risk mitigation, and to ensure that the transit agency meets or exceeds its safety objectives through the collection, analysis, and assessment of information
Small Public Transportation Provider	A recipient or subrecipient of Federal financial assistance under 49 U.S.C. 5307 that has one hundred (100) or fewer vehicles in peak revenue service and does not operate a rail fixed guideway public transportation system.
Statewide Transportation Improvement Program	A short-range multi-modal transportation state planning document required by USDOT for use in approving federal funds for transportation projects, typically four years
Transportation Improvement Program	A short-range multi-modal transportation regional planning document developed and maintained by each MPO and RTPO region in accordance to federal regulations, typically four years

List of Acronyms Used in the Safety Plan

Acronym	Word or Phrase
AE	Accountable Executive
CEO	Chief Executive Officer
CSO	Chief Safety Officer
DOT	Department of Transportation
ED	Executive Director
FTA	Federal Transit Administration
GM	General Manager
MPO	Metropolitan Planning Organization
NTD	National Transit Database
NTSB	National Transportation Safety Board
ODOT	Ohio Department of Transportation
OKI	Ohio Kentucky Indiana
OSHA	Occupational Safety and Health Administration
PTASP	Public Transportation Agency Safety Plan
RTA	Regional Transit Authority
SA	Safety Assurance
SME	Subject Matter Expert
SMI	Safety Management Inspection
SMS	Safety Management System
SOP	Standard Operating Procedure
SRM	Safety Risk Management
SSO	State Safety Oversight
SSOA	State Safety Oversight Agency
STIP	Statewide Transportation Improvement Program
TA	Transit Agency
TIP	Transportation Improvement Program
TSA	Transportation Security Administration
TSO	Office of Safety and Oversight

Warren County Transit Service Safety Plan

TTP	Technical Training Plan
U.S.C.	United States Code
USDOT	United States Department of Transportation
UTS	Universal Transportation System
WCTS	Warren County Transit Service

What is a Public Transportation Agency Safety Plan?

The PTASP is a plan that will help ensure that a public transportation system is safe. With the development and implementation of the SMS, the public transportation system will have the ability to mitigate unacceptable hazards and ensure the mitigation is properly implemented and effective. SMS is a formal, top-down, organization-wide approach to managing safety risk and assuring the effectiveness of a transit agency's safety risk mitigation. SMS consists of 4 components: safety management policy, safety risk management, safety assurance, and safety promotion.

On July 19, 2018, FTA published the PTASP Final Rule, which is a requirement for recipients of federal funds under the FTA's Urbanized area Formula Grants (5307). The rule became effective July 19, 2019 and the compliance date is July 20, 2020.

FTA is responsible for ensure RTAs are in compliance with 49 CFR Part 673. Warren County Transit will maintain documents that set forth this Public Transportation Agency Safety Plan, including those related to the implementation of Safety Management System (SMS), and results from SMS processes and activities. Warren County Transit will maintain documents that are included in whole, or by reference, that describe the programs, policies, and procedures used to carry out this Public Transportation Agency Safety Plan. These documents will be made available upon request by Federal Transit Administration, other Federal entity, or a State Oversight Agency having jurisdiction. Warren County Transit will maintain these documents for three years after they are created

Agency Background and Information

Warren County Transit Service provides low-cost convenient transportation service within Warren County and several connecting stops outside the county boundaries. WCTS operates 19 buses for curbside-to-curbside demand response service along with a flex route that runs on schedule throughout the City of Lebanon. WCTS strives to meet transportation needs within our means in a safe, affordable, and cost-effective manner.

WCTS contracts with Universal Transportation Systems (UTS) for the demand response and dedicated route services. UTS operates the service, performs bus maintenance, provides dispatch services, houses the fleet of buses, and employs a team of bus drivers. The partnership between Warren County and UTS allows for an effective and efficient transit system.

Southwest Ohio Regional Transit Authority (SORTA) in Cincinnati operates a route from Kings Island in Warren County to downtown Cincinnati. SORTA works with WCTS using federal funds to operate this route and provide assistance to Warren County's system.

Mission

To provide low-cost public transportation for anyone in Warren County regardless of age or income.

Accountable Executive: Susanne Mason

Susanne Mason is the Director of Grants Administration in Warren County, Ohio. She has been with Warren County since 2003 and oversees Warren County Transit Service, the Solid Waste Management District, and Community Block Grant Development Projects. She studied at Malone College and Kent State University. She serves on several community boards within the county. Prior to working for Warren County, she was a computer software instructor, teaching displaced workers both basic and advanced computer programs.

Ms. Mason serves as WCTS's Accountable Executive and is responsible for the TAM Plan and PTASP and their direction in accordance with state and federal regulations.

Chief Safety Officer: Rachelle Lasco

Rachelle Lasco came to Universal Transportation Systems from Kings School District in 2022, whereas Program Manager, she managed the Bus Transportation System. She now manages all aspects of our demand and specialized transportation services. Her strong business background includes operations, finances and overseeing day-to-day operations.

Ms. Lasco directly communicates with the AE. She is responsible for reporting safety matters to the AE. For the size of WCTS, she oversees both the safety and operation and meets state and federal regulation.

Address: 406 Justice Drive, Lebanon, Ohio 45036

Mode of Service Covered in this Plan: Bus

FTA Funding: 5307

Mode of Service Provide by the Transit Agency: Demand Response

Warren County Transit does not provide transit services on behalf of another transit agency or entity.

Ohio-Kentucky-Indiana Council of Governments

WCTS operates under the direction of the Ohio-Kentucky-Indiana Council of Governments (OKI) as its Metropolitan Planning Organization (MPO). OKI is a policy-making organization made up of representatives from local government and governmental transportation authorities. OKI arrange for funding allocations from Federal Transit Administration for the operation of WCTS.

Plan Annual Update Procedure

49 C.F.R. Part 673.11(5), states, “Each transit agency must establish a process and timeline for conducting an annual review and update of the Public Transportation Agency Safety Plan”.

ODOT develops the Statewide Transportation Improvement Program biennially. The STIP references the Transportation Improvement Program drafted by the Metropolitan Planning Organizations and approved by ODOT. MPOs have the ability to update based on their schedule. STIP Amendments are scheduled on a quarterly schedule: July, October, January, and April. The National Public Transportation Safety Plan which is referenced in the 49 C.F.R. Part 673 requires that the safety performance targets are listed in the S/TIP.

49 C.F.R. Part 673.11 states,

(4) The Public Transportation Agency Safety Plan must address all applicable requirements and standards as set forth in FTA's Public Transportation Safety Program and the National Public Transportation Safety Plan. Compliance Start Printed Page 34467with the minimum safety performance standards authorized under 49 U.S.C. 5329(b)(2)(C) is not required until standards have been established through the public notice and comment process.

ODOT submits the 5-year safety performance rolling averages based from the transit agencies' NTD reports. The data in the NTD is reported on a calendar year. Based on the NTD reporting cycle, the annual review will be reviewed and updated at the end of the calendar year.

The process will include:

1. CSO requests the safety committee and/or executive management to review current agency safety plan.
2. CSO reviews comments and make changes as he/she sees necessary. Review and edit the PTASP safety performance measures and targets as a transit agency, e.g., safety committee.
3. CSO will present AE with the revised agency safety plan.
4. If approved, AE will present to the Board for approval. If AE does not approve the PTASP, then CSO will review and revise.
5. Once approved by AE, the AE will present changes to Board of County Commissioners for signature.
6. Email PTASP revisions targets with ODOT and MPO.
7. MPO will update their TIP to include the new safety performance targets and submit the update TIP to the ODOT to be included in the STIP amendment.

Safety Performance Targets

According to 49 C.F.R. Part 673.11(3) The Public Transportation Agency Safety Plan must include performance targets based on the safety performance measures established under the National Public Transportation Safety Plan. The safety performance measures are:

- Fatalities
 - o Total Number of reportable fatalities
 - o Rate per total vehicle revenue miles by mode
- Injuries
 - o Total Number of reportable injuries
 - o Rate per total vehicle revenue miles by mode
- Safety Events
 - o Total Number of reportable safety events
 - o Rate per total vehicle revenue miles by mode
- System Reliability
 - o Mean Distance between major mechanical failures by mode

Methodology: ODOT Office of Program Management uses five-year rolling averages to calculate historical trends. According to the Ohio Strategic Highway Safety Plan, “a rolling average is used to better predict long-term crash trends by smoothing out short-term year-to-year fluctuations.” The Office of Transit decided to use the five-year rolling average method to determine the baseline and the target for each safety performance measure. ODOT collected 2013-2018 from NTD and the transit agency.

ODOT recommends a 2% reduction target for the four safety performance targets. Data was presented to the transit agency for reviewal and approval. After approval from the transit agency, an official letter will be distributed to the MPO and the transit agency for their records. As all of the safety performance measures for Warren County Transit Service are 0 (zero), WCTS’ targets are to maintain (0) zero as the performance targets since a reduction is not possible.

Mode of Transit Service	Fatalities	Rate Per Total Vehicle Revenue Miles	Injuries	Rate Per Total Vehicle Revenue Miles	Safety Events	Rate Per Total Vehicle Revenue Miles	System Reliability
DR	0	0	0	0	0	0	0*

0*= There were no major mechanical failures from 2013-2018.

Safety Performance Target Coordination

Describe the coordination with the State and Metropolitan Planning Organization(s) (MPO) in the selection of State and MPO safety performance targets.

49 C.F.R Part 673.15(b) To the maximum extent practicable, a State or transit agency must coordinate with States and Metropolitan Planning Organization in the selection of State and MPO safety performance targets.

Warren County Transit Service Safety Plan

ODOT scheduled and conducted meetings with the transit agency and the MPO. ODOT met with the two entities to gather information about their transit agency safety policies and procedures. At the initial meeting, the SSO Program Manager educated the transit agency and the MPO on the purpose, objectives, and goals of the PTASP. ODOT explained the federal requirements including the safety performance target. Data was presented to the transit agency for reviewal and approval. An official letter will be issued to the MPOs with the safety performance targets of the transit agencies located within their justification.

Targets Transmitted to the State	State Entity Name	Date Targets Transmitted
	Ohio Department of Transportation	January 10, 2020
Targets Transmitted to the Metropolitan Planning Organization(s)	Metropolitan Planning Organization Name	Date Targets Transmitted
	OKI Regional Council of Governments	January 10, 2020

I. Safety Management Policy

Safety Management Policy Statement

Warren County Transit Service strives to operate its service with a level of protection for its passengers, employees and any other individuals in contact with the system during normal operations and under emergency conditions.

This includes setting policies that identify and mitigate risks to provide the safest experience possible. Policies shall be communicated to all employees regularly by those in management. Participation in safety measures will be mandatory for all employees. These measures include no-retaliation against employees who express concerns over safety, so that the plan will continue to follow state and federal regulations.

Safety Management Policy Communication

Upon hiring, all new employees receive safety training as part of their new hire training before they are fully integrated into their job position. Refresher courses in which employees sign in are presented annually by the Chief Safety Officer. Every two years, all applicable employees go through the Drive Class, specifically designed for transporting elderly and disabled passengers.

The AE and CSO will meet to discuss the importance of the PTASP, SMS and its components, and their safety management policy. The AE will be responsible for delivering the message to Warren County Transit staff, and the CSO will deliver the message to UTS. Annually, the AE and CSO will present new updates to the safety management policy to the staff.

PTASP, SMS, and the safety management policy will be incorporated into the safety portion of the new hire training. The safety management policy will be posted on the bulletin board throughout the agency.

Authorities, Accountabilities, and Responsibilities

Individuals for the development and management of the transit agency's Safety Management System (SMS)

Accountable Executive	<p>The AE authorities, accountabilities and responsibilities includes but not limited to:</p> <ul style="list-style-type: none"> - Responsibility for carrying out the PTASP - Ensure that human and capital resources are available to develop and maintain the PTASP - Inform the board members and the employees of the safety management priorities - Establish guidance on the level of safety risk acceptable to the agency - Ensure safety concerns are considered in the agency's ongoing budget planning process
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	<ul style="list-style-type: none"> - Notify Ohio Department of Transportation of any unusual occurrences that must be reported. - Initiate regular interaction with service provider on safety-related activities.
<p>Chief Safety Officer or SMS Executive</p>	<p>The CSO authorities, accountabilities and responsibilities include but not limited to:</p> <ul style="list-style-type: none"> - Manages the SMS on behalf of the AE - Directs hazard identification and safety risk evaluation - Monitors mitigation activities - Maintains safety documentation - Plans and organizes safety management training in conjunction with other agencies, pertinent to WCTS's operations - Maintain and keep current all records, including employee records associated with safety and training - Assist in the development and necessary modifications of procedures and ensure they are implemented for the safety and security of personnel, facilities, equipment, other property, and records. - Oversee safety practices of day-to-day activities. <p>Due to the size of the agency, there is no executive management or key staff separately identified from the Accountable Executive and Chief Safety Officer.</p>

Employee Safety Reporting System

Any employee who recognizes a safety condition is encouraged to report it to the Chief Safety Officer. It is recommended that communication is done in writing, however, verbal reports are also accepted. No retaliation action will occur against any employee who discloses safety concerns to management, unless disclosure indicates an illegal act, gross negligence, or a deliberate or willful disregard of regulations or procedures.

Employees have several methods of reporting safety conditions to senior management:

- Verbal Communication with Senior Management
- Pre and Post Trip Inspection Form
- Electronic Correspondence

II. Safety Risk Management

Safety Hazard Identification will limit the number of fatalities, injuries, safety events, and major mechanical failures. WCTS has several methods of capturing this data:

- Customer complaints (via web, phone, paper)
- Accident reports
- Pre and post trip inspection forms
- Facility walkthroughs
- Ride Alongs
- Preventive Maintenance

Safety Risk Assessment

Once safety hazards are identified, the issue must be reported, corrected, and checked. Safety risks must be reported to the AE and should include data from the contracted service provider, if available, as well as data from an oversight authority such as FTA.

The Operations Manager will investigate the risk and make operational and/or maintenance procedural changes if necessary. The solutions will be monitored for effectiveness.

Safety Risk Mitigation

To reduce the likelihood or severity of safety risks' consequences, WCTS may consult with risk experts from other agencies, as well as County Departments. Input from various sources will help to determine if the mitigation is appropriate and comprehensive.

The Operations Manager will monitor the effectiveness of safety risk mitigations regularly.

III. Safety Assurance

Procedure Compliance

Monitor the System - The local fire station makes semiannual unannounced trips to ensure the garage is meeting local safety standards. The Chief Safety Officer monitors the maintenance staff and drivers to ensure that policies are being followed. Drivers perform pre-trip inspections each day. Reports are submitted monthly to Accountable Executive on safety data.

Ineffective, Inappropriate and Mitigation Procedures

Monitor operations - Chief Safety Officer oversees activities to make sure that procedures are being implemented in the way it was intended and to reduce error or misunderstanding or procedures. WCTS uses a double-check system to ensure that any safety reports have been addressed, the remedy has been double checked and that the action solved the issue.

Investigation of Safety Events

Safe handling of the vehicle and clients *reduces* the incident of injuries. All State and Federal traffic laws as to speed, passing, turning and operating a vehicle are followed to the letter.

From time to time unusual circumstances will occur that call for action and decision making on the part of the driver. Use common sense and keep in mind that safety is most important. In all such cases advise base immediately! Always follow their instructions.

Accidents:

In the event drivers are involved in an accident, drivers are in service to refer to the following:

- Try to remain calm and attempt to reassure your passengers that everything will be okay.
- First, call into dispatch by saying, "This is #00 calling base, this is an emergency!"
- Wait for base to respond before you start telling them what happened
- Take a deep breath and relax
- All other mobiles should cease radio transmissions until this situation has been resolved
- Base will take charge and direct the handling of the situation
- Do not move the vehicle unless base or the police tell you to do so!
- If you cannot use the radio, ask someone to call the office, police and 911 if needed
- Only leave the vehicle with clients on board, after base tells you it is all right to do so

for the purpose of taking pictures and/or to get information from the other driver. With no clients on board, it is permissible to leave the vehicle to phone base, speak with other driver involved and any witnesses to gather information or to speak with the police.

- Keep in touch with base every few minutes to keep them informed of the situation.
- Let base take over and be prepared to answer a few questions, such as "Are you involved?" "Is anyone hurt?" "Do you have any clients on board?" and "What is your location?" Give short easy answers like "Yes" or "No" and "I am on Rt.4 in Fairfield near SIMMs" or "I am on I-75 near the Sharon Road exit." Keep your talk short and let base do most of the talking.
- Take pictures from all four angles of accident and then photograph damaged areas before the vehicles are moved

Internal Safety Reposting Program

Our contracted service provider holds monthly safety and "in service" meetings for all staff and drivers. For example, we have a quarterly "race for safety" in which we have a virtual racetrack in our office with incremental days of demarcation. The drivers are divided into teams that are represented by a magnetic vehicle (theme based) which advances each day of the quarter for a non-accident day for that team. At the end of the quarter the team who is at the head of the pack for safety days receives prize. Should the team complete the entire ninety days accident free, an additional reward is included.

IV. Safety Promotion

Safety Training

Our Safety Team is chosen at the beginning of each year. Staff and drivers are selected based upon merit and performance. The team meets monthly. They review any accident or injury which has occurred if any, since the previous meeting and discuss preventative strategy. Our dispatchers announce daily safety announcements mandated from our team. We distribute safety bulletins, posters, and safety brochures.

We access an internal motor vehicle report every six months on all drivers and evaluate their employment based upon any new reported vehicular activity.

UTS has strict underwriting rules and policies governing the driving record of all employees. The maximum points for a pre hire are four. Any applicant with a DUI on their record is ineligible for employment with UTS. Upon accumulation of six or more points, employment is terminated.

In addition to our day-to-day safety procedures, UTS works with Daecher Consulting Group to constantly update and review our safety practices. UTS has developed processes for

- Accident Analysis
- Loss Prevention Programs
- Safety Training for staff and drivers
- On Board Evaluations
- Federal, State and Local Compliance

Safety Communication

All communication regarding safety reports, hazard and safety risks relevant to employees' roles and responsibilities are communicated in the following manner:

- Any reports must be sent to the AE.
- AE discusses issue with Chief Safety Officer.
- Chief Safety Officer communicates issues to staff in the most effective manner for the specific topic. Communication modes may include:
 - Face -to-face sit down staff safety meeting
 - Individual meetings
 - Written memos
 - Emails
- A follow-up email will be sent once employees have been notified through one of the ways listed above.

Appendix 1 - FTA 49.C.F.R 673 Rule

Subpart A—General

§ 673.1 Applicability

(a) This part applies to any State, local governmental authority, and any other operator of a public transportation system that receives Federal financial assistance under 49 U.S.C. Chapter 53.

(b) This part does not apply to an operator of a public transportation system that only receives Federal financial assistance under 49 U.S.C. 5310, 49 U.S.C. 5311, or both 49 U.S.C. 5310 and 49 U.S.C. 5311.

§ 673.3 Policy

The Federal Transit Administration (FTA) has adopted the principles and methods of Safety Management Systems (SMS) as the basis for enhancing the safety of public transportation in the United States. FTA will follow the principles and methods of SMS in its development of rules, regulations, policies, guidance, best practices, and technical assistance administered under the authority of 49 U.S.C. 5329. This part sets standards for the Public Transportation Agency Safety Plan, which will be responsive to FTA's Public Transportation Safety Program, and reflect the specific safety objectives, standards, and priorities of each transit agency. Each Public Transportation Agency Safety Plan will incorporate SMS principles and methods tailored to the size, complexity, and scope of the public transportation system and the environment in which it operates.

§ 673.5 Definitions

As used in this part:

Accident means an Event that involves any of the following: A loss of life; a report of a serious injury to a person; a collision of public transportation vehicles; a runaway train; an evacuation for life safety reasons; or any derailment of a rail transit vehicle, at any location, at any time, whatever the cause.

Accountable Executive means a single, identifiable person who has ultimate responsibility for carrying out the Public Transportation Agency Safety Plan of a public transportation agency; responsibility for carrying out the agency's Transit Asset Management Plan; and control or direction over the human and capital resources needed to develop and maintain both the agency's Public Transportation Agency Safety Plan, in accordance with 49 U.S.C. 5329(d), and the agency's Transit Asset Management Plan in accordance with 49 U.S.C. 5326.

Chief Safety Officer means an adequately trained individual who has responsibility for safety and reports directly to a transit agency's chief executive officer, general manager, president, or equivalent officer. A Chief Safety Officer may not serve in other operational or maintenance capacities, unless the Chief Safety Officer is employed by a transit agency that is a small public transportation provider as defined in this part, or a public transportation provider that does not operate a rail fixed guideway public transportation system.

Equivalent Authority means an entity that carries out duties similar to that of a Board of Directors, for a recipient or subrecipient of FTA funds under 49 U.S.C. Chapter 53, including sufficient authority to review and approve a Start Printed Page 34466recipient or subrecipient's Public Transportation Agency Safety Plan.

Event means any Accident, Incident, or Occurrence.

FTA means the Federal Transit Administration, an operating administration within the United States Department of Transportation.

Hazard means any real or potential condition that can cause injury, illness, or death; damage to or loss of the facilities, equipment, rolling stock, or infrastructure of a public transportation system; or damage to the environment.

Incident means an event that involves any of the following: A personal injury that is not a serious injury; one or more injuries requiring medical transport; or damage to facilities, equipment, rolling stock, or infrastructure that disrupts the operations of a transit agency.

Investigation means the process of determining the causal and contributing factors of an accident, incident, or hazard, for the purpose of preventing recurrence and mitigating risk.

National Public Transportation Safety Plan means the plan to improve the safety of all public transportation systems that receive Federal financial assistance under 49 U.S.C. Chapter 53.

Occurrence means an Event without any personal injury in which any damage to facilities, equipment, rolling stock, or infrastructure does not disrupt the operations of a transit agency.

Operator of a public transportation system means a provider of public transportation as defined under 49 U.S.C. 5302(14).

Performance measure means an expression based on a quantifiable indicator of performance or condition that is used to establish targets and to assess progress toward meeting the established targets.

Performance target means a quantifiable level of performance or condition, expressed as a value for the measure, to be achieved within a time period required by the Federal Transit Administration (FTA).

Public Transportation Agency Safety Plan means the documented comprehensive agency safety plan for a transit agency that is required by 49 U.S.C. 5329 and this part.

Rail fixed guideway public transportation system means any fixed guideway system that uses rail, is operated for public transportation, is within the jurisdiction of a State, and is not subject to the jurisdiction of the Federal Railroad Administration, or any such system in engineering or construction. Rail fixed guideway public transportation systems include but are not limited to rapid rail, heavy rail, light rail, monorail, trolley, inclined plane, funicular, and automated guideway.

Rail transit agency means any entity that provides services on a rail fixed guideway public transportation system.

Risk means the composite of predicted severity and likelihood of the potential effect of a hazard.

Risk mitigation means a method or methods to eliminate or reduce the effects of hazards.

Safety Assurance means processes within a transit agency's Safety Management System that functions to ensure the implementation and effectiveness of safety risk mitigation, and to ensure that the transit agency meets or exceeds its safety objectives through the collection, analysis, and assessment of information.

Safety Management Policy means a transit agency's documented commitment to safety, which defines the transit agency's safety objectives and the accountabilities and responsibilities of its employees in regard to safety.

Safety Management System (SMS) means the formal, top-down, organization-wide approach to managing safety risk and assuring the effectiveness of a transit agency's safety risk mitigation. SMS includes systematic procedures, practices, and policies for managing risks and hazards.

Safety Management System (SMS) Executive means a Chief Safety Officer or an equivalent.

Safety performance target means a Performance Target related to safety management activities.

Safety Promotion means a combination of training and communication of safety information to support SMS as applied to the transit agency's public transportation system.

Safety risk assessment means the formal activity whereby a transit agency determines Safety Risk Management priorities by establishing the significance or value of its safety risks.

Safety Risk Management means a process within a transit agency's Public Transportation Agency Safety Plan for identifying hazards and analyzing, assessing, and mitigating safety risk.

Serious injury means any injury which:

- (1) Requires hospitalization for more than 48 hours, commencing within 7 days from the date of the injury was received;
- (2) Results in a fracture of any bone (except simple fractures of fingers, toes, or noses);
- (3) Causes severe hemorrhages, nerve, muscle, or tendon damage;
- (4) Involves any internal organ; or
- (5) Involves second- or third-degree burns, or any burns affecting more than 5 percent of the body surface.

Small public transportation provider means a recipient or subrecipient of Federal financial assistance under 49 U.S.C. 5307 that has one hundred (100) or fewer vehicles in peak revenue service and does not operate a rail fixed guideway public transportation system.

State means a State of the United States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, Guam, American Samoa, and the Virgin Islands.

State of good repair means the condition in which a capital asset is able to operate at a full level of performance.

State Safety Oversight Agency means an agency established by a State that meets the requirements and performs the functions specified by 49 U.S.C. 5329(e) and the regulations set forth in 49 CFR part 674.

Transit agency means an operator of a public transportation system.

Transit Asset Management Plan means the strategic and systematic practice of procuring, operating, inspecting, maintaining, rehabilitating, and replacing transit capital assets to manage their performance, risks, and costs over their life cycles, for the purpose of providing safe, cost-effective, and reliable public transportation, as required by 49 U.S.C. 5326 and 49 CFR part 625.

Subpart B—Safety Plans

§ 673.11 General requirements

(a) A transit agency must, within one calendar year after July 19, 2019, establish a Public Transportation Agency Safety Plan that meets the requirements of this part and, at a minimum, consists of the following elements:

- (1) The Public Transportation Agency Safety Plan, and subsequent updates, must be signed by the Accountable Executive and approved by the agency's Board of Directors, or an Equivalent Authority.
- (2) The Public Transportation Agency Safety Plan must document the processes and activities related to Safety Management System (SMS) implementation, as required under subpart C of this part.
- (3) The Public Transportation Agency Safety Plan must include performance targets based on the safety performance measures established under the National Public Transportation Safety Plan.
- (4) The Public Transportation Agency Safety Plan must address all applicable requirements and standards as set forth in FTA's Public Transportation Safety Program and the National Public Transportation Safety Plan. Compliance Start Printed Page 34467with the minimum safety performance standards authorized under 49 U.S.C. 5329(b)(2)(C) is not required until standards have been established through the public notice and comment process.
- (5) Each transit agency must establish a process and timeline for conducting an annual review and update of the Public Transportation Agency Safety Plan.
- (6) A rail transit agency must include or incorporate by reference in its Public Transportation Agency Safety Plan an emergency preparedness and response plan or procedures that addresses, at a minimum, the assignment of employee responsibilities during an emergency; and coordination with Federal,

State, regional, and local officials with roles and responsibilities for emergency preparedness and response in the transit agency's service area.

(b) A transit agency may develop one Public Transportation Agency Safety Plan for all modes of service or may develop a Public Transportation Agency Safety Plan for each mode of service not subject to safety regulation by another Federal entity.

(c) A transit agency must maintain its Public Transportation Agency Safety Plan in accordance with the recordkeeping requirements in subpart D of this part.

(d) A State must draft and certify a Public Transportation Agency Safety Plan on behalf of any small public transportation provider that is located in that State. A State is not required to draft a Public Transportation Agency Safety Plan for a small public transportation provider if that agency notifies the State that it will draft its own plan. In each instance, the transit agency must carry out the plan. If a State drafts and certifies a Public Transportation Agency Safety Plan on behalf of a transit agency, and the transit agency later opts to draft and certify its own Public Transportation Agency Safety Plan, then the transit agency must notify the State. The transit agency has one year from the date of the notification to draft and certify a Public Transportation Agency Safety Plan that is compliant with this part. The Public Transportation Agency Safety Plan drafted by the State will remain in effect until the transit agency drafts its own Public Transportation Agency Safety Plan.

(e) Any rail fixed guideway public transportation system that had a System Safety Program Plan compliant with 49 CFR part 659 as of October 1, 2012, may keep that plan in effect until one year after July 19, 2019.

(f) Agencies that operate passenger ferries regulated by the United States Coast Guard (USCG) or rail fixed guideway public transportation service regulated by the Federal Railroad Administration (FRA) are not required to develop agency safety plans for those modes of service.

§ 673.13 Certification of compliance

(a) Each transit agency, or State as authorized in § 673.11(d), must certify that it has established a Public Transportation Agency Safety Plan meeting the requirements of this part one year after July 19, 2019. A State Safety Oversight Agency must review and approve a Public Transportation Agency Safety Plan developed by rail fixed guideway system, as authorized in 49 U.S.C. 5329(e) and its implementing regulations at 49 CFR part 674.

(b) On an annual basis, a transit agency, direct recipient, or State must certify its compliance with this part.

§ 673.15 Coordination with metropolitan, statewide, and non-metropolitan planning processes

(a) A State or transit agency must make its safety performance targets available to States and Metropolitan Planning Organizations to aid in the planning process.

(b) To the maximum extent practicable, a State or transit agency must coordinate with States and Metropolitan Planning Organizations in the selection of State and MPO safety performance targets.

Subpart C—Safety Management Systems

§ 673.21 General requirements

Each transit agency must establish and implement a Safety Management System under this part. A transit agency Safety Management System must be appropriately scaled to the size, scope and complexity of the transit agency and include the following elements:

- (a) Safety Management Policy as described in § 673.23;
- (b) Safety Risk Management as described in § 673.25;
- (c) Safety Assurance as described in § 673.27; and
- (d) Safety Promotion as described in § 673.29.

§ 673.23 Safety management policy

(a) A transit agency must establish its organizational accountabilities and responsibilities and have a written statement of safety management policy that includes the agency's safety objectives.

(b) A transit agency must establish and implement a process that allows employees to report safety conditions to senior management, protections for employees who report safety conditions to senior management, and a description of employee behaviors that may result in disciplinary action.

(c) The safety management policy must be communicated throughout the agency's organization.

(d) The transit agency must establish the necessary authorities, accountabilities, and responsibilities for the management of safety amongst the following individuals within its organization, as they relate to the development and management of the transit agency's Safety Management System (SMS):

(1) *Accountable Executive.* The transit agency must identify an Accountable Executive. The Accountable Executive is accountable for ensuring that the agency's SMS is effectively implemented, throughout the agency's public transportation system. The Accountable Executive is accountable for ensuring action is taken, as necessary, to address substandard performance in the agency's SMS. The Accountable Executive may delegate specific responsibilities, but the ultimate accountability for the transit agency's safety performance cannot be delegated and always rests with the Accountable Executive.

(2) *Chief Safety Officer or Safety Management System (SMS) Executive.* The Accountable Executive must designate a Chief Safety Officer or SMS Executive who has the authority and responsibility for day-to-day implementation and operation of an agency's SMS. The Chief Safety Officer or SMS Executive must hold a direct line of reporting to the Accountable Executive. A transit agency may allow the Accountable Executive to also serve as the Chief Safety Officer or SMS Executive.

(3) *Agency leadership and executive management.* A transit agency must identify those members of its leadership or executive management, other than an Accountable Executive, Chief Safety Officer, or SMS Executive, who have authorities or responsibilities for day-to-day implementation and operation of an agency's SMS.

(4) *Key staff.* A transit agency may designate key staff, groups of staff, or committees to support the Accountable Executive, Chief Safety Officer, or SMS Executive in developing, implementing, and operating the agency's SMS. Key Staff members also include the Frontline Employee Representatives that contributed to the development of the ASP. Administration Assistant in the Administration Office, Senior Dispatcher and Lead Mechanic are integral positions in this committee.

§ 673.25 Safety risk management

(a) *Safety Risk Management process.* A transit agency must develop and implement a Safety Risk Management process for all elements of its public transportation system. The Safety Risk Start Printed Page 34468 Management process must be comprised of the following activities: Safety hazard identification, safety risk assessment, and safety risk mitigation.

(b) *Safety hazard identification.* (1) A transit agency must establish methods or processes to identify hazards and consequences of the hazards.

(2) A transit agency must consider, as a source for hazard identification, data and information provided by an oversight authority and the FTA.

(c) *Safety risk assessment.* (1) A transit agency must establish methods or processes to assess the safety risks associated with identified safety hazards.

(2) A safety risk assessment includes an assessment of the likelihood and severity of the consequences of the hazards, including existing mitigations, and prioritization of the hazards based on the safety risk.

(d) *Safety risk mitigation.* A transit agency must establish methods or processes to identify mitigations or strategies necessary as a result of the agency's safety risk assessment to reduce the likelihood and severity of the consequences. As per the Center for Disease Control and Prevention, their guidelines dictates that the first line of defense to mitigate any infectious disease is with Healthy Habits. They list the most effective Habits as:

1. Wash Hands Often
2. Handle and Prepare Food Safely
3. Clean and Disinfect Commonly used Surfaces
4. Cough and Sneeze into a Tissue or Your Sleeve
5. Don't Share Personal Items
6. Get Vaccinated
7. Avoid Touching Wild Animals
8. Stay Home When Sick

§ 673.27 Safety assurance

(a) *Safety assurance process.* A transit agency must develop and implement a safety assurance process, consistent with this subpart. A rail fixed guideway public transportation system, and a recipient or subrecipient of Federal financial assistance under 49 U.S.C. Chapter 53 that operates more than one hundred vehicles in peak revenue service, must include in its safety assurance process each of the requirements in paragraphs (b), (c), and (d) of this section. A small public transportation provider only must include in its safety assurance process the requirements in paragraph (b) of this section.

(b) *Safety performance monitoring and measurement.* A transit agency must establish activities to:

- (1) Monitor its system for compliance with, and sufficiency of, the agency's procedures for operations and maintenance;
- (2) Monitor its operations to identify any safety risk mitigations that may be ineffective, inappropriate, or were not implemented as intended;
- (3) Conduct investigations of safety events to identify causal factors; and
- (4) Monitor information reported through any internal safety reporting programs.

(c) *Management of change.* (1) A transit agency must establish a process for identifying and assessing changes that may introduce new hazards or impact the transit agency's safety performance.

(2) If a transit agency determines that a change may impact its safety performance, then the transit agency must evaluate the proposed change through its Safety Risk Management process.

(d) *Continuous improvement.* (1) A transit agency must establish a process to assess its safety performance.

(2) If a transit agency identifies any deficiencies as part of its safety performance assessment, then the transit agency must develop and carry out, under the direction of the Accountable Executive, a plan to address the identified safety deficiencies.

§ 673.29 Safety promotion

(a) *Competencies and training.* A transit agency must establish and implement a comprehensive safety training program for all agency employees and contractors directly responsible for safety in the agency's public transportation system. The training program must include refresher training, as necessary.

(b) *Safety communication.* A transit agency must communicate safety and safety performance information throughout the agency's organization that, at a minimum, conveys information on hazards and safety risks relevant to employees' roles and responsibilities and informs employees of safety actions taken in response to reports submitted through an employee safety reporting program.

Subpart D—Safety Plan Documentation and Recordkeeping

§ 673.31 Safety plan documentation

At all times, a transit agency must maintain documents that set forth its Public Transportation Agency Safety Plan, including those related to the implementation of its Safety Management System (SMS), and results from SMS processes and activities. A transit agency must maintain documents that are included in whole, or by reference, that describe the programs, policies, and procedures that the agency uses to carry out its Public Transportation Agency Safety Plan. These documents must be made available upon request by the Federal Transit Administration or other Federal entity, or a State Safety Oversight Agency having jurisdiction. A transit agency must maintain these documents for a minimum of three years after they are created.

August 8, 2023

DECLARE VARIOUS ITEMS WITHIN FACILITIES MANAGEMENT, JUVENILE ^{COURT, Sheriff's} ~~AND~~ ^{Office,} TELECOM ~~DEPARTMENTS~~ AS SURPLUS AND AUTHORIZE THE DISPOSAL OF SAID ITEMS THROUGH INTERNET AUCTION

BE IT RESOLVED, to authorize disposal of various items from Facilities Management, Juvenile ^{COURT,} and Telecom ~~Departments~~ in accordance with the Ohio Revised Code; list of said items attached ^{Sheriff's} hereto and made a part hereof. ^{Office,}

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

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

Resolution adopted this _____ day of _____ 2023.

BOARD OF COUNTY COMMISSIONERS

Tina Osborne, Clerk

/tm

- cc: 2023 Auction file
- Facilities Management (file)
- Brenda Quillen, Auditor's Office

RECEIVED
 2023 AUG -8 PM 8:59
 COUNTY CLERK

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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6/8/23 - GovDeals is getting an upgrade! The new platform features an improved search and navigation experience optimized for devices of all sizes. [Try the public Beta version now.](#) Same great auctions, new user experience.



Set of 3 Tall Lockers

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	FAC230093

Set of 3 tall metal lockers. 36.25" wide x 72" tall x 12" deep. As is.

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information

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10 Office Chairs

Auction Ends **ET**

Starting Bid **\$0.00**

[Terms and Conditions](#)

Sign In to Place Bid

0 visitors

Condition

Category

Inventory ID

Used/See Description

Office Equipment/Supplies

FAC230094

10 assorted office chairs as pictured. As is.

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information

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Set of 8 Lockers

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	FAC230095

Set of 8 metal lockers. Each locker is 12" wide. Total height is 72" tall. The lockers are 18' deep. As is.

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information

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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Set of 8 Lockers

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	FAC230096

Set of 8 metal lockers. Each locker is 12" wide. Total height is 72" tall. The lockers are 18' deep. As is.

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information

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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Set of 8 Lockers

Auction Ends **ET**

Starting Bid **\$0.00**

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0 visitors

Condition	Category	Inventory ID
Used/See Description	Furniture/Furnishings	FAC230097

Set of 8 metal lockers. Each locker is 12" wide. Total height is 72" tall. The lockers are 18' deep. As is.

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information

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.

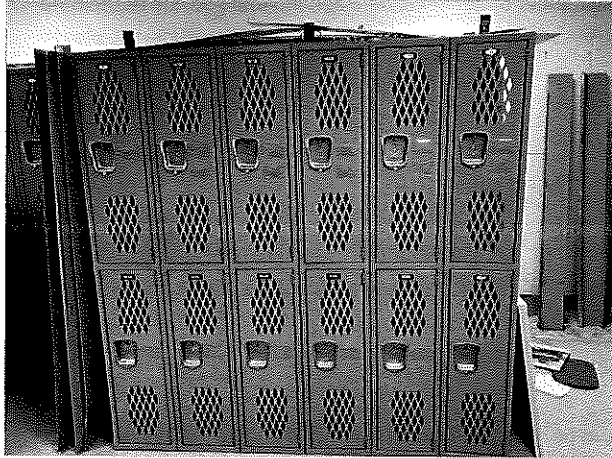
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Set of 12 Lockers

Auction Ends **ET**

Starting Bid **\$0.00**

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Sign In to Place Bid

0 visitors

Condition	Category	Inventory ID
Used/See Description	Furniture/Furnishings	FAC230098

Set of 12 metal lockers. Each locker is 12" wide. Total height is 72" tall. The lockers are 18" deep. As is.

? Questions and Answers

There are currently no questions posted for this asset.

>> Seller Information



Seller Name	Warren County, OH
Asset Contact	Tammy May (Phone: 513-695-1463)
Asset Location	430 Justice Dr Lebanon, Ohio 45036-2384 Map to this location

Q 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

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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Set of 12 Lockers

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	FAC230099

Set of 12 metal lockers. Each locker is 12" wide. Total height is 72" tall. The lockers are 18' deep. As is.

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information



Seller Name	Warren County, OH
Asset Contact	Tammy May (Phone: 513-695-1463)
Asset Location	430 Justice Dr Lebanon, Ohio 45036-2384 Map to this location

Q 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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Set of 12 Lockers

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	FAC230100

Set of 12 metal lockers. Each locker is 12" wide. Total height is 72" tall. The lockers are 18' deep. As is.

? Questions and Answers

There are currently no questions posted for this asset.

>> Seller Information



Seller Name	Warren County, OH
Asset Contact	Tammy May (Phone: 513-695-1463)
Asset Location	430 Justice Dr Lebanon, Ohio 45036-2384 Map to this location

Q 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

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.

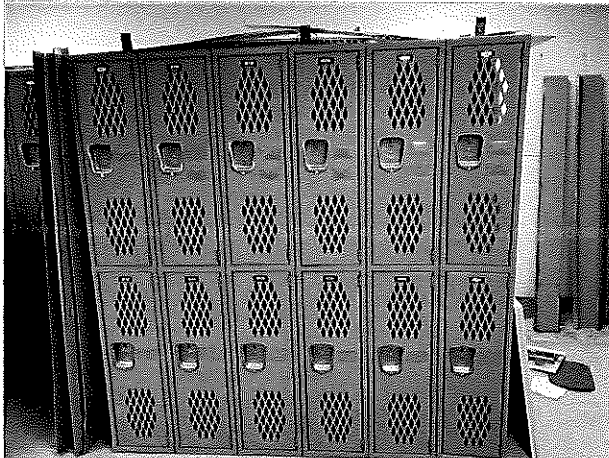
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Set of 12 Lockers

Auction Ends **ET**

Starting Bid **\$0.00**

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Sign In to Place Bid

0 visitors

Condition	Category	Inventory ID
Used/See Description	Furniture/Furnishings	FAC230101

Set of 12 metal lockers. Each locker is 12" wide. Total height is 72" tall. The lockers are 18' deep. As is.

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information



Seller Name	Warren County, OH
Asset Contact	Tammy May (Phone: 513-695-1463)
Asset Location	430 Justice Dr Lebanon, Ohio 45036-2384 Map to this location

Q 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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Set of 10 Lockers

Auction Ends **ET**

Starting Bid **\$0.00**

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0 visitors

Condition	Category	Inventory ID
Used/See Description	Furniture/Furnishings	FAC230102

Set of 10 metal lockers. Each locker is 12" wide. Total height is 72" tall. The lockers are 18' deep. As is.

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information

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.

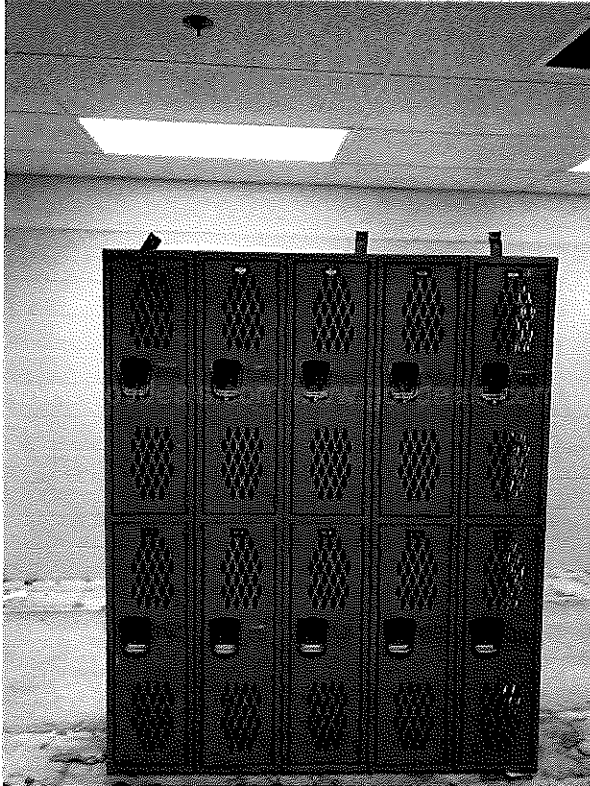
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Set of 10 Lockers

Auction Ends **ET**

Starting Bid **\$0.00**

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Condition	Category	Inventory ID
Used/See Description	Furniture/Furnishings	FAC230103

Set of 10 metal lockers. Each locker is 12" wide. Total height is 72" tall. The lockers are 18" deep. As is.

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information

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Set of 10 Lockers

Auction Ends **ET**

Starting Bid **\$0.00**

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Condition	Category	Inventory ID
Used/See Description	Furniture/Furnishings	FAC230104

Set of 10 metal lockers. Each locker is 12" wide. Total height is 72" tall. The lockers are 18' deep. As is.

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information

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Dell Monitor

Auction Ends **ET**

Starting Bid **\$0.00**

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Condition	Category	Inventory ID
Used/See Description	Computer Monitors	JUV23008

Dell Monitor

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information



Seller Name	Warren County, OH [view seller's other assets]
Asset Contact	Michael Mason (Phone: 513-695-1613 ext. 1613)
Asset Location	900 Memorial Dr Lebanon, Ohio 45036-2443 Map to this location

Q 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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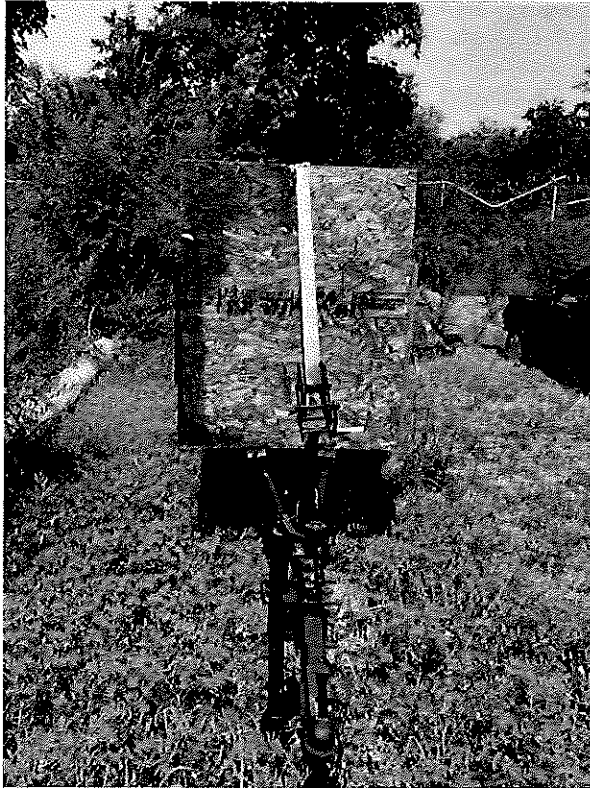
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black trailer

Auction Ends **9/4/23 3:24 PM ET**

Starting Bid **\$1.00**

Bid Increment **\$2.00**

Minimum Bid **\$1.00**

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0 visitors

Condition

Category

Inventory ID

Used/See Description

Trailers

SHF23001

Black trailer filled with misc. content.

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information

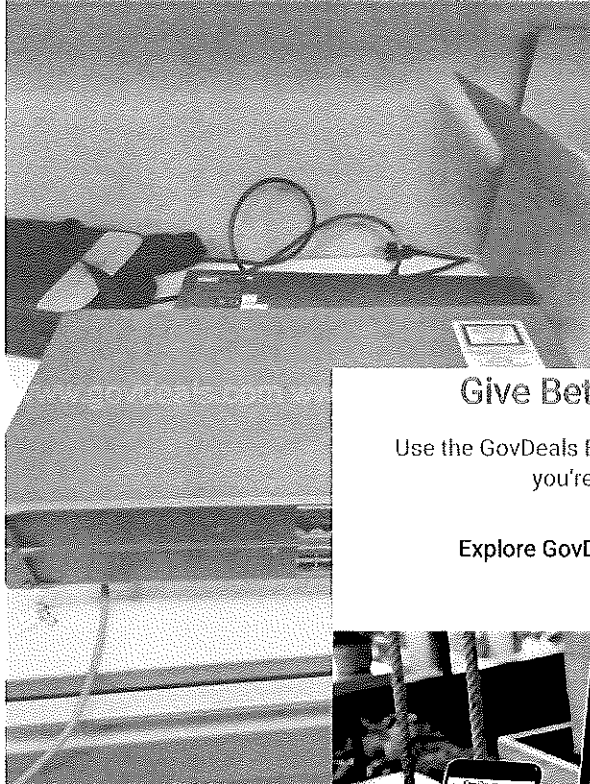
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2 CISCO CATALYST 2960

Auction Ends ET

Starting Bid \$0.00

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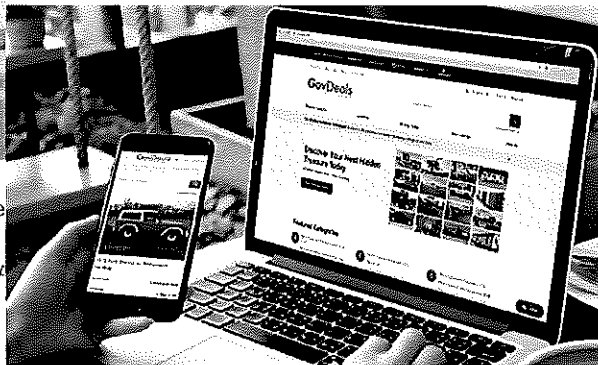
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Make/Brand
CISCO

Model
CATA

Quantity
Lot 1

Condition
Used/See Description

Computers, Parts, and Supplies

Inventory ID

TEL23046

BOTH ITEMS ARE IN WORKING CONDITION

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information

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KODAK i1220 SCANNER

Auction Ends **ET**

Starting Bid **\$0.00**

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0 visitors

Make/Brand	Model	VIN/Serial
KODAK	i1220 SCANNER	K43851454
Condition	Category	Inventory ID
Used/See Description	Computers, Parts, and Supplies	TEL23047

UNKNOWN WORKING CONDITION

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information

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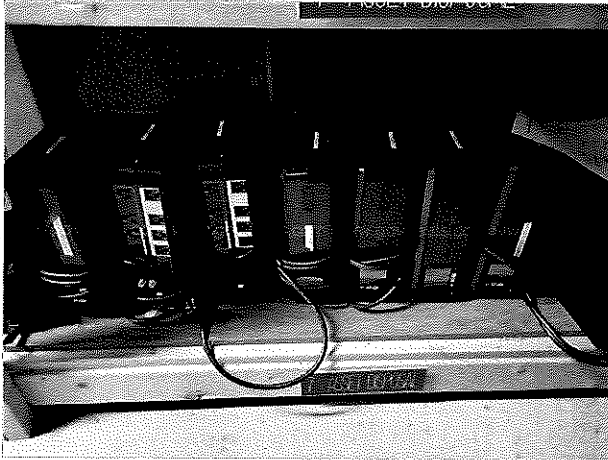
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6 TRIPPLITE UPS OMNI
900LCD, 1 TRIPPLITE UPS
INTERNET 550U, 2
TRIPPLITE UPS SMART, 1
APC UPS BACK-UP PRO

Auction Ends **ET**

Starting Bid **\$0.00**

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0 visitors

Make/Brand	Model	VIN/Serial
TRIPPLITE / APC	VARIOUS UPS MODELS	SEE BELOW

Quantity	Condition	Category	Inventory ID
Lot 1	Used/See Description	Computers, Parts, and Supplies	TEL23048

ALL UPS MODELS IN THIS LOT ARE UNKNOWN IN WORKING CONDITIONS AT THIS TIME BATTERIES NOT INCLUDED IN THIS LOT
SERIAL NUMBERS: 6 TRIPPLITE UPS OMNI 900LCD 2238BY00M844200699 2131AY00M844200425 2131AY00M844200426
2238BY00M844200727 213AY00M844200420 2635AVHOM879401228 TRIPPLITE UPS INTERNET 550U 243HY0BC785701149 APC
UPS BACK-UP PRO 1000 BR1000G 3B1722X06064 2 TRIPPLITE UPS SMART1000LCD 9939CY0SM785500633
9939CY0SM785500159

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information

ACKNOWLEDGE RECEIPT OF JULY 2023 FINANCIAL STATEMENT

BE IT RESOLVED, to acknowledge receipt of the July 2023 County Financial Statement for Funds #1101 through #6650; as attached hereto and made a part hereof.

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

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

Resolution adopted this day of August 2023.

BOARD OF COUNTY COMMISSIONERS

Tina Osborne, Clerk

cc: Auditor (file) ____
S. Spencer
Tina Osborne

Financial Statement for 2023 Period 7



FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
1101	GENERAL FUND	81,014,530.89	7,454,013.32	6,450,069.76	82,018,474.45	586,654.14	82,605,128.59
2201	SENIOR CITIZENS SERVICE LEVY	6,975,265.80	0.00	707,452.21	6,267,813.59	0.00	6,267,813.59
2202	MOTOR VEHICLE	10,721,462.66	119,238.84	723,020.76	10,117,680.74	358,146.54	10,475,827.28
2203	HUMAN SERVICES	1,262,212.90	331,400.88	461,848.99	1,131,764.79	190,153.88	1,321,918.67
2204	COVID19 EMERGENCY RENTAL ASSIS	4,591,591.86	0.00	0.00	4,591,591.86	0.00	4,591,591.86
2205	BOARD OF DEVELOPMENTAL DISABIL	30,700,660.17	836,649.50	1,241,735.94	30,295,573.73	454,633.10	30,750,206.83
2206	DOG AND KENNEL	711,258.72	7,302.53	30,048.40	688,512.85	1,399.14	689,911.99
2207	LAW LIBRARY RESOURCES FUND	93,058.20	29,729.75	32,440.37	90,347.58	27,601.76	117,949.34
2208	CO&TRANSIT MEDICAID SALES TAX	0.00	0.00	0.00	0.00	0.00	0.00
2209	BOE ELECTIONS SECURITY GRANTS	0.01	0.00	0.00	0.01	0.00	0.01
2210	LOCAL CORONAVIRUS RELIEF FUND	0.00	0.00	0.00	0.00	0.00	0.00
2211	LOCAL FISCAL RECOVERY FUND	19,751,508.30	50,000.00	570,462.85	19,231,045.45	563,811.99	19,794,857.44
2212	ONEOHIO OPIOID SETTLEMENT FUND	379,674.94	0.00	0.00	379,674.94	0.00	379,674.94
2215	VETERAN'S MEMORIAL	9,878.84	0.00	0.00	9,878.84	0.00	9,878.84
2216	RECORDER TECH FUND 317.321	245,096.29	7,897.50	16,810.42	236,183.37	0.00	236,183.37
2217	BOE TECHNOLOGY FUND 3501.17	1,833,096.19	0.00	0.00	1,833,096.19	0.00	1,833,096.19
2218	COORDINATED CARE	570,376.47	11,400.00	13,261.00	568,515.47	12,261.00	580,776.47
2219	WIRELESS 911 GOVERNMENT ASSIST	450,095.36	19,627.70	15,277.88	454,445.18	0.00	454,445.18
2220	CP INDIGENT DRVR INTRLK/MONITG	11,608.45	129.97	0.00	11,738.42	0.00	11,738.42
2221	CC/MC INDIGENT DRIVER INTERLOC	124,341.53	613.69	0.00	124,955.22	0.00	124,955.22
2222	JUV INDIGENT DRIVER INTERLOCK	2,621.91	7.89	0.00	2,629.80	0.00	2,629.80
2223	PROBATE/JUVENILE SPECIAL PROJ	331,220.64	3,109.52	0.00	334,330.16	0.00	334,330.16
2224	COMMON PLEAS SPECIAL PROJECTS	173,032.17	7,570.00	2,619.47	177,982.70	619.47	178,602.17
2227	PROBATION SUPERVISION 2951.021	751,463.96	54,895.94	9,826.19	796,533.71	0.00	796,533.71
2228	MENTAL HEALTH GRANT	170,148.69	0.00	0.00	170,148.69	0.00	170,148.69
2229	MUNICIPAL MOTOR VEH PERMIS TAX	3,363,018.00	50,717.91	0.00	3,413,735.91	0.00	3,413,735.91
2231	CO LODGING ADD'L 1%	95,086.92	126,978.90	95,086.92	126,978.90	0.00	126,978.90

Financial Statement for 2023 Period 7



FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
2232	COUNTY LODGINGS TAX (FKA 7731)	285,309.31	380,936.65	285,309.31	380,936.65	0.00	380,936.65
2233	DOMESTIC SHELTER	17,950.00	4,190.00	17,950.00	4,190.00	0.00	4,190.00
2237	REAL ESTATE ASSESSMENT	5,557,650.40	100.00	149,753.82	5,407,996.58	95,032.63	5,503,029.21
2238	WORKFORCE INVESTMENT BOARD	190,835.46	156,680.35	225,950.46	121,565.35	148,668.94	270,234.29
2243	JUVENILE GRANTS	335,868.41	3,720.00	1,170.00	338,418.41	300.00	338,718.41
2245	CRIME VICTIM GRANT FUND	20,729.33	4,535.22	3,609.92	21,654.63	0.00	21,654.63
2246	JUVENILE INDIGENT DRIVER ALCOH	21,382.35	62.85	0.00	21,445.20	0.00	21,445.20
2247	FELONY DELINQUENT CARE/CUSTODY	451,164.25	851,402.79	104,714.40	1,197,852.64	2,688.86	1,200,541.50
2248	TAX CERTIFICATE ADMIN FUND	28,036.23	0.00	136.00	27,900.23	0.00	27,900.23
2249	DTAC-DELINQ TAX & ASSESS COLLE	807,315.25	0.00	15,607.28	791,707.97	748.00	792,455.97
2250	CERT OF TITLE ADMIN FUND	3,601,388.29	215,719.29	90,036.89	3,727,070.69	574.26	3,727,644.95
2251	COAP GRANT - OPIOD ABUSE PROG	0.00	0.00	0.00	0.00	0.00	0.00
2252	WC TECHNOLOGY CRIMES UNIT	0.00	0.00	0.00	0.00	0.00	0.00
2253	COUNTY COURT PROBATION DEPT	0.00	0.00	0.00	0.00	0.00	0.00
2254	CCMEP/TANF	38,916.25	0.00	4,638.63	34,277.62	0.00	34,277.62
2255	MUNICIPAL VICTIM WITNESS FUND	111,802.62	0.00	6,632.36	105,170.26	0.00	105,170.26
2256	WARREN COUNTY SOLID WASTE DIST	1,124,543.23	15,714.50	17,274.91	1,122,982.82	480.16	1,123,462.98
2257	OHIO PEACE OFFICER TRAINING	115,304.32	0.00	0.00	115,304.32	0.00	115,304.32
2258	WORKFORCE INVESTMENT ACT FUND	105,208.83	97,568.13	74,103.51	128,673.45	6,799.90	135,473.35
2259	JTPA	1,675.19	0.00	0.00	1,675.19	0.00	1,675.19
2260	OHIO WORKS INCENTIVE PROGRAM	0.00	0.00	0.00	0.00	0.00	0.00
2261	PASS THROUGH GRANTS	200.01	0.00	0.00	200.01	0.00	200.01
2262	COMMUNITY CORRECTIONS MONITORI	843,730.32	22,329.50	17,054.10	849,005.72	80.00	849,085.72
2263	CHILD SUPPORT ENFORCEMENT	1,589,474.84	404,779.50	217,633.76	1,776,620.58	188.39	1,776,808.97
2264	EMERGENCY MANAGEMENT AGENCY	283,964.89	63,397.62	20,590.12	326,772.39	0.00	326,772.39
2265	COMMUNITY DEVELOPMENT	593,649.29	36,301.25	22,547.47	607,403.07	0.00	607,403.07
2266	COMM DEV-ENT ZONE MONITOR FEES	113,063.00	0.00	0.00	113,063.00	0.00	113,063.00

Financial Statement for 2023 Period 7



FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
2267	LOEB FOUNDATION GRANT	0.00	0.00	0.00	0.00	0.00	0.00
2268	INDIGENT GUARDIANSHIP FUND	273,964.70	1,930.00	0.00	275,894.70	0.00	275,894.70
2269	INDIGENT DRIVER ALCOHOL TREATM	779,859.61	5,912.26	0.00	785,771.87	0.00	785,771.87
2270	JUVENILE TREATMENT CENTER	294,130.36	297,922.13	108,937.41	483,115.08	0.00	483,115.08
2271	DTAC-PROSECUTOR ORC 321.261	359,472.09	0.00	14,913.26	344,558.83	0.00	344,558.83
2272	CP INDIGENT DRVR ALC TREATMT	56,002.00	0.00	0.00	56,002.00	0.00	56,002.00
2273	CHILDREN SERVICES	10,541,808.60	691,709.23	640,382.74	10,593,135.09	253,040.50	10,846,175.59
2274	COUNTY COURT COMPUTR 1907.261A	82,583.49	1,108.00	68.02	83,623.47	34.01	83,657.48
2275	COUNTY CRT CLK COMP 1907.261B	167,680.18	3,470.00	0.00	171,150.18	0.00	171,150.18
2276	PROBATE COMPUTER 2101.162	102,133.63	705.00	0.00	102,838.63	0.00	102,838.63
2277	PROBATE CLERK COMPUTR 2101.162	288,231.01	2,350.00	0.00	290,581.01	0.00	290,581.01
2278	JUVENILE CLK COMPUTR 2151.541	52,426.38	1,094.53	0.00	53,520.91	0.00	53,520.91
2279	JUVENILE COMPUTER 2151.541	49,177.94	331.53	0.00	49,509.47	0.00	49,509.47
2280	COMMON PLEAS COMPUTER 2303.201	89,850.74	1,266.00	0.00	91,116.74	0.00	91,116.74
2281	DOMESTIC REL COMPUTER 2301.031	8,421.15	198.00	0.00	8,619.15	0.00	8,619.15
2282	CLERK COURTS COMPUTER 2303.201	166,222.52	11,141.00	0.00	177,363.52	0.00	177,363.52
2283	COUNTY CT SPEC PROJ 1907.24B1	2,115,394.87	19,379.55	10,912.79	2,123,861.63	732.90	2,124,594.53
2284	COGNITIVE INTERVENTION PROGRAM	427,826.95	1,790.00	6,970.25	422,646.70	411.85	423,058.55
2285	CONCEALED HANDGUN LICENSE	800,133.56	5,788.75	5,779.58	800,142.73	0.00	800,142.73
2286	SHERIFF-DRUG LAW ENFORCEMENT	2,745.09	850.00	369.99	3,225.10	604.94	3,830.04
2287	SHERIFF-LAW ENFORCEMENT TRUST	305,902.50	0.00	2,280.52	303,621.98	200.00	303,821.98
2288	COMM BASED CORRECTIONS DONATIO	9,451.42	0.00	0.00	9,451.42	0.00	9,451.42
2289	COMMUNITY BASED CORRECTIONS	0.00	161,562.00	0.00	161,562.00	0.00	161,562.00
2290	HAZ MAT EMERG PLAN SPEC FUND	5.12	0.00	0.00	5.12	0.00	5.12
2291	SHERIFF-D.A.R.E. PROGRAM	1,904.32	0.00	0.00	1,904.32	0.00	1,904.32
2292	TRAFFIC SAFETY PROGRAM-SHERIFF	0.00	0.00	0.00	0.00	0.00	0.00
2293	SHERIFF GRANTS	3,912.00	0.00	0.00	3,912.00	0.00	3,912.00

Financial Statement for 2023 Period 7



FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
2294	SHERIFF DARE LAW ENFORC GRANT	18,887.00	0.00	0.00	18,887.00	0.00	18,887.00
2295	TACTICAL RESPONSE UNIT	34,450.08	0.00	542.52	33,907.56	0.00	33,907.56
2296	COMP REHAB DWNPMT ASST COMMDEV	47,144.73	0.00	0.00	47,144.73	0.00	47,144.73
2297	ENFORCEMT & EDUCATN 4511.19G5A	140,958.83	400.00	0.00	141,358.83	0.00	141,358.83
2298	REHAB INC FUNDS	100,457.46	0.00	0.00	100,457.46	0.00	100,457.46
2299	COUNTY TRANSIT	1,464,964.56	230,494.58	27,650.92	1,667,808.22	12.55	1,667,820.77
3327	BOND RETIREMENT SPECIAL ASSMT	105,592.49	2,478.84	0.00	108,071.33	0.00	108,071.33
3360	STATE OPWC LOAN	56,357.85	0.00	0.00	56,357.85	0.00	56,357.85
3368	2013 RADIO SYSTEM BONDS	0.00	0.00	0.00	0.00	0.00	0.00
3384	TAX INCREMENT FINANCING - P&G	0.00	0.00	0.00	0.00	0.00	0.00
3393	RID BOND GREENS OF BUNNEL	3,237,317.08	0.00	0.00	3,237,317.08	0.00	3,237,317.08
3395	JAIL BONDS 2019	0.00	0.00	0.00	0.00	0.00	0.00
4401	COUNTY WIDE FINANCIAL SOFTWARE	212,155.46	0.00	0.00	212,155.46	0.00	212,155.46
4430	DEFAULTED SUBDIVISION SPEC ASM	399,158.40	0.00	0.00	399,158.40	0.00	399,158.40
4431	SOCIALVILLEFOSTERSBRIDGE&WALL	0.00	0.00	0.00	0.00	0.00	0.00
4432	EDWARDSVILLE ROAD BRIDGE	0.00	0.00	0.00	0.00	0.00	0.00
4433	MIDDLEBORO RD BRIDGE REHAB	0.00	0.00	0.00	0.00	0.00	0.00
4434	LIBERTY WAY/MASON RD TURN LANE	0.00	0.00	0.00	0.00	0.00	0.00
4435	STROUT RD BRIDGE 207-0.02	0.00	0.00	0.00	0.00	0.00	0.00
4436	ZOAR RD IMPROVEMENT PROJECT	0.00	0.00	0.00	0.00	0.00	0.00
4437	KING AVE BRIDGE PROJECT	650,380.32	2,707,065.56	2,060,863.93	1,296,581.95	0.00	1,296,581.95
4438	NB COLUMBIA/3C RIGHT TURN LN	0.00	0.00	0.00	0.00	0.00	0.00
4439	VARIOUS WATER ASSESSMENT PROJE	0.00	0.00	0.00	0.00	0.00	0.00
4449	VARIOUS SEWER ASSESSMENT PROJE	0.00	0.00	0.00	0.00	0.00	0.00
4450	ESTATES OF KEEVER CREEK ROAD P	0.00	0.00	0.00	0.00	0.00	0.00
4451	ROAD INFRASTRUCTURE	19,610,619.00	0.00	0.00	19,610,619.00	0.00	19,610,619.00
4452	STEPHENS RD BRIDGE REPLACEMENT	0.00	34,097.10	34,097.10	0.00	0.00	0.00

Financial Statement for 2023 Period 7



FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
4453	OLD 122 & TWP LINE RD ROUNDABO	0.00	0.00	0.00	0.00	0.00	0.00
4454	FIELDS-ERTEL RD IMPROV PROJ	587,798.43	0.00	0.00	587,798.43	0.00	587,798.43
4455	PHASE II ROAD RESURFACING	0.00	0.00	0.00	0.00	0.00	0.00
4456	MAS MOR MIL PIKE ST BRIDGE	0.00	0.00	0.00	0.00	0.00	0.00
4457	HENDRICKSON RD BRIDGE PROJECT	0.00	191,048.50	191,048.50	0.00	0.00	0.00
4458	MAS MOR MIL RD BRIDGE-MASON	0.00	0.00	0.00	0.00	0.00	0.00
4459	ROACHESTER COZADDALE RD BRIDGE	0.00	0.00	0.00	0.00	0.00	0.00
4460	MCCLURE RD BRIDGE PROJ	0.00	0.00	0.00	0.00	0.00	0.00
4463	FIELDS-ERTEL AND COLUMBIA ROAD	0.00	0.00	0.00	0.00	0.00	0.00
4467	COUNTY CONST PROJECTS	5,369,294.07	0.00	62,610.72	5,306,683.35	0.00	5,306,683.35
4479	AIRPORT CONSTRUCTION	896,138.73	0.00	21,826.53	874,312.20	0.00	874,312.20
4484	P&G TIF ROAD CONSTRUCTION	0.00	0.00	0.00	0.00	0.00	0.00
4485	MIAMI VALLEY GAMING TIF	735,432.32	0.00	0.00	735,432.32	0.00	735,432.32
4489	TOWNE CENTER BLVD EXTENSION	0.00	0.00	0.00	0.00	0.00	0.00
4492	COMMUNICATION PROJECTS	3,845,410.94	0.00	123,189.60	3,722,221.34	104,577.00	3,826,798.34
4493	REDEVELOPMENT TAX EQUIV FUND	379,522.10	0.00	0.00	379,522.10	0.00	379,522.10
4494	COURTS BUILDING	9,066,221.45	0.00	11,870.25	9,054,351.20	0.00	9,054,351.20
4495	JAIL CONSTRUCTION SALES TAX	2,081,397.48	0.00	499.23	2,080,898.25	0.00	2,080,898.25
4496	JUVENILE DETENTION ADDN & RENO	259,785.28	0.00	0.00	259,785.28	0.00	259,785.28
4497	JAIL CONSTRUCTION & REHAB	8,668,154.13	0.00	0.00	8,668,154.13	0.00	8,668,154.13
4498	COUNTY FAIRGROUNDS CONSTRUCTN	0.00	0.00	0.00	0.00	0.00	0.00
4499	JUVENILE/PROBATE CT EXPANSION	472,507.59	0.00	0.00	472,507.59	0.00	472,507.59
5510	WATER REVENUE	26,860,431.22	1,403,517.83	1,886,776.93	26,377,172.12	89,551.98	26,466,724.10
5574	LOWER LITTLE MIAMI WASTEWATER	0.00	0.00	0.00	0.00	0.00	0.00
5575	SEWER CONST PROJECTS	3,133,042.50	5,854.11	450,672.99	2,688,223.62	57,900.33	2,746,123.95
5580	SEWER REVENUE	29,872,333.99	667,884.66	585,533.95	29,954,684.70	124,851.92	30,079,536.62
5581	SEWER IMPROV-WC VOCATIONAL SCH	287,636.09	6,171.33	0.00	293,807.42	0.00	293,807.42

Financial Statement for 2023 Period 7



FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
5583	WATER CONST PROJECTS	2,925,869.71	5,467.00	98,276.50	2,833,060.21	14,902.93	2,847,963.14
5590	STORM WATER TIER 1	335,049.73	0.00	4,995.00	330,054.73	4,995.00	335,049.73
6619	VEHICLE MAINTENANCE ROTARY	106,627.37	45,875.08	82,673.21	69,829.24	38,901.50	108,730.74
6630	SHERIFF'S POLICING REVOLV FUND	1,554,570.85	300,083.14	402,570.25	1,452,083.74	0.00	1,452,083.74
6631	COMMUNICATIONS ROTARY	303,888.99	2,987.82	1,711.31	305,165.50	189.71	305,355.21
6632	HEALTH INSURANCE	1,558,426.01	1,434,542.10	1,111,820.10	1,881,148.01	0.00	1,881,148.01
6636	WORKERS COMP SELF INSURANCE	1,844,189.85	0.00	23,511.76	1,820,678.09	7,853.22	1,828,531.31
6637	PROPERTY & CASUALTY INSURANCE	296,849.81	0.00	21,418.00	275,431.81	0.00	275,431.81
6650	GASOLINE ROTARY	130,009.21	82,377.96	79,433.37	132,953.80	14,240.46	147,194.26
7707	P.E.R.S. ROTARY	2,637.72	0.00	0.00	2,637.72	0.00	2,637.72
7708	TOWNSHIP FUND	391,000.00	4,885,327.05	5,276,327.05	0.00	0.00	0.00
7709	CORPORATION FUND	623,629.74	4,731,968.73	5,352,877.67	2,720.80	0.00	2,720.80
7713	WATER-SEWER ROTARY FUND	502,248.76	1,955,907.14	2,225,096.89	233,059.01	104,949.03	338,008.04
7714	PAYROLL ROTARY	446,125.04	3,744,252.63	3,902,147.15	288,230.52	793,557.39	1,081,787.91
7715	NON PARTICIPANT ROTARY	15,430.80	2,272.32	2,316.96	15,386.16	7,337.04	22,723.20
7716	SCHOOL	10,012,000.00	82,330,000.00	92,342,000.00	0.00	0.00	0.00
7717	UNDIVIDED GENERAL TAX	72,575,172.24	148,920,645.31	91,404,848.28	130,090,969.27	10,223.32	130,101,192.59
7718	TANGIBLE PERSONAL PROPERTY.	0.00	0.00	0.00	0.00	0.00	0.00
7719	TRAILER (LIKE REAL ESTATE) TAX	18,722.51	32,225.58	0.00	50,948.09	0.00	50,948.09
7720	LOCAL GOVERNMENT FUND	0.00	514,696.78	514,696.78	0.00	0.00	0.00
7721	SPECIAL DISTRICTS	0.00	0.00	0.00	0.00	0.00	0.00
7722	CIGARETTE LICENSE TAX	510.01	352.27	0.00	862.28	0.00	862.28
7723	GASOLINE TAX	0.00	539,798.16	539,798.16	0.00	0.00	0.00
7724	WC PORT AUTHORITY FUND	306,867.93	0.00	0.00	306,867.93	0.00	306,867.93
7725	UNDIVIDED WIRELESS 911 GOV ASS	39,255.40	23,545.57	39,255.40	23,545.57	0.00	23,545.57
7726	MOTOR VEHICLE LICENSE TAX	0.00	1,086,550.11	1,086,550.11	0.00	0.00	0.00
7727	RE RATE CORRECT/REFUNDS	0.00	0.00	0.00	0.00	0.00	0.00

Financial Statement for 2023 Period 7



FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
7728	TREASURER TAX REFUNDS	33,001.39	139,042.11	0.00	172,043.50	17,627.46	189,670.96
7729	CORONAVIRUS RELIEF DIST FUND	0.00	0.00	0.00	0.00	0.00	0.00
7731	COUNTY LODGING TAX	0.00	0.00	0.00	0.00	0.00	0.00
7734	REAL ESTATE ADVANCE PAYMENT	250,249.05	0.00	0.00	250,249.05	0.00	250,249.05
7738	WIB PASS THRU OHIO TO WORK	0.00	0.00	0.00	0.00	0.00	0.00
7740	TRAILER TAX	0.00	0.00	0.00	0.00	0.00	0.00
7741	LIFE INSURANCE	17,329.10	10,573.50	11,520.65	16,381.95	0.00	16,381.95
7742	LIBRARIES	0.00	582,156.40	582,156.40	0.00	0.00	0.00
7744	ARMCO PARK TOURNAMENT FEES	0.00	0.00	0.00	0.00	0.00	0.00
7745	STATE	2,062.80	2,050.85	2,042.58	2,071.07	2,042.58	4,113.65
7746	MIAMI CONSERVANCY DISTRICT FUN	0.00	0.00	0.00	0.00	0.00	0.00
7747	ADVANCE ESTATE TAX	845.74	0.00	0.00	845.74	0.00	845.74
7751	UNDIVIDED INTEREST	0.00	680,056.22	675,043.74	5,012.48	0.00	5,012.48
7754	OHIO ELECTIONS COMMISSION FUND	0.00	1,140.00	1,140.00	0.00	1,140.00	1,140.00
7756	SEWER ROTARY	55,479.00	0.00	10,060.00	45,419.00	0.00	45,419.00
7757	MERCY PASS THROUGH TO TID	0.00	0.00	0.00	0.00	0.00	0.00
7758	WIA PASS THROUGH TO BUTLER/CLE	0.00	73,890.31	73,890.31	0.00	0.00	0.00
7761	OUTSIDE ENTITY FLOWTHRU	0.00	0.00	0.00	0.00	0.00	0.00
7765	RECORDER'S ESCROW FUND	30,664.98	1,757.00	1,639.40	30,782.58	0.00	30,782.58
7766	ESCROW ROTARY	882,755.51	0.00	25,512.50	857,243.01	25,512.50	882,755.51
7767	UNIDENTIFIED DEPOSITS	0.00	0.00	0.00	0.00	0.00	0.00
7768	RE TAX PYMT PRO/PRE/SALES	4,875.02	4,470.48	0.00	9,345.50	0.00	9,345.50
7769	BANKRUPTCY POST PETITION CONDU	13,717.17	2,797.54	0.00	16,514.71	0.00	16,514.71
7772	LEBANON MUN ORD VIOLATION INDI	0.00	0.00	0.00	0.00	0.00	0.00
7773	SEX OFFENDER REGISTRATION FEE	0.00	0.00	0.00	0.00	125.00	125.00
7774	ARSON OFFENDER REGISTR FEE	317.00	0.00	0.00	317.00	0.00	317.00
7775	UNDIVIDED SHERIFF WEB CHECK FE	10,226.87	14,838.25	12,067.50	12,997.62	47.00	13,044.62

Financial Statement for 2023 Period 7



FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
7776	UNDIVIDED EVIDENCE SHERIFF	42,119.34	0.00	0.00	42,119.34	0.00	42,119.34
7777	UNDIVIDED FEDERAL & STATE FORF	0.00	0.00	0.00	0.00	0.00	0.00
7778	COURT ORDERED SHERIFF SALES	262,205.81	955,600.00	705,200.00	512,605.81	233,328.01	745,933.82
7779	UNDIVIDED DRUG TASK FORCE SEIZ	164,163.00	0.00	0.00	164,163.00	0.00	164,163.00
7781	REFUNDABLE DEPOSITS	401,946.59	10,685.92	8,420.75	404,211.76	3,204.00	407,415.76
7782	SHERIFF - LOST/ABANDONED PROPE	44.34	0.00	0.00	44.34	0.00	44.34
7785	MASSIE WAYNE CAPACITY FEES	0.00	0.00	0.00	0.00	0.00	0.00
7786	PMT IN LIEU OF TAXES	0.00	0.00	0.00	0.00	0.00	0.00
7787	UNDIVIDED INCOME TAX-REAL PROP	0.00	0.00	0.00	0.00	0.00	0.00
7788	UNDIVIDED PUBLIC UTILITY DEREG	0.00	0.00	0.00	0.00	0.00	0.00
7789	FORFEITED LAND	0.00	0.00	0.00	0.00	0.00	0.00
7790	FORFEITED LAND EXCESS SALE PRO	0.00	0.00	0.00	0.00	0.00	0.00
7792	ZONING & BLDG BOND FUND	0.00	0.00	0.00	0.00	0.00	0.00
7793	HOUSING TRUST AUTHORITY	0.00	79,188.80	0.00	79,188.80	0.00	79,188.80
7795	UNDIVIDED INDIGENT FEES	0.00	2,468.00	2,468.00	0.00	493.60	493.60
7796	MASON MUN ORD VIOLATION INDIGE	12,247.82	0.00	680.00	11,567.82	60.00	11,627.82
7797	NEW UNDIVIDED AUCTION PROCEEDS	0.00	636.00	636.00	0.00	0.00	0.00
7798	OLD ZONING & BLDG BOND FUND	138,020.47	0.00	0.00	138,020.47	0.00	138,020.47
8843	UNCLAIMED MONEY	712,456.34	0.00	6,892.69	705,563.65	6,892.69	712,456.34
8855	CH.SERV.SCHEURER SMITH TRUST	43,609.59	0.00	0.00	43,609.59	0.00	43,609.59
9911	WARREN CO HEALTH DISTRICT	9,660,390.02	85,411.21	669,730.56	9,076,070.67	4,890.73	9,080,961.40
9912	FOOD SERVICE	252,583.54	10,173.00	23,294.29	239,462.25	278.00	239,740.25
9915	PLUMBING BOND-HEALTH DEPT.	0.00	0.00	0.00	0.00	0.00	0.00
9916	STATE REGULATED SEWAGE PROGRAM	174,858.67	56,406.25	35,704.25	195,560.67	2,110.00	197,670.67
9925	SOIL & WATER CONSERVATION DIST	806,832.01	0.00	94,433.91	712,398.10	9,160.75	721,558.85
9928	REGIONAL PLANNING	504,537.02	19,860.00	33,517.79	490,879.23	0.00	490,879.23
9938	WARREN COUNTY PARK DISTRICT	1,338,470.28	124,129.38	68,784.04	1,393,815.62	2,441.13	1,396,256.75

Financial Statement for 2023 Period 7



FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
9944	ARMCO PARK	268,838.48	184,905.54	145,636.52	308,107.50	16,487.05	324,594.55
9953	WATER SYSTEM FUND	42,841.22	940.00	2,060.10	41,721.12	1,657.60	43,378.72
9954	MENTAL HEALTH RECOVERY BOARD	15,710,308.58	12,954.05	890,974.86	14,832,287.77	113,616.45	14,945,904.22
9961	HEALTH GRANT FUND	720,600.67	225,691.52	27,876.25	918,415.94	0.00	918,415.94
9963	CAMPGROUNDS	2,281.10	0.00	0.00	2,281.10	0.00	2,281.10
9976	HEALTH - SWIMMING POOL FUND	200,090.02	1,130.50	10,843.52	190,377.00	347.80	190,724.80
9977	DRUG TASK FORCE COG	910,294.88	283,527.10	206,718.13	987,103.85	238.57	987,342.42
9996	WC FIRE RESPONSE LIFE SAFETY	0.00	0.00	0.00	0.00	0.00	0.00
Total		443,804,606.85	272,031,596.66	226,733,740.52	489,102,462.99	4,521,610.66	493,624,073.65

It is hereby certified, that the foregoing is a true and accurate statement of the finances of Warren County, Ohio, for July, 2023 showing the balance on hand in cash in each fund at the beginning of the month, the amount received to each, the amount disbursed from each, the balance remaining to the credit of each, and the balance of money in the treasury and depository.

ACKNOWLEDGE PAYMENT OF BILLS

BE IT RESOLVED, to acknowledge payment of bills from 8/1/23 and 8/3/23 as attached hereto and made a part hereof.

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

M
M
M

Resolution adopted this day of 2023.

BOARD OF COUNTY COMMISSIONERS

Tina Osborne, Clerk

/tao

cc: Auditor ____


XX-

August XX, 2023

APPROVE A SUBDIVISION PUBLIC IMPROVEMENT PERFORMANCE AND MAINTENANCE SECURITY RELEASE WITH D.R. HORTON – INDIANA, LLC, FOR VILLAGE OF HOPEWELL VALLEY, SECTION 8 SITUATED IN HAMILTON TOWNSHIP

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

RELEASE

Bond Number	:	21-002 (W/S) ✓	
Development	:	Village of Hopewell Valley, Section 8 ✓	
Developer	:	D.R. Horton – Indiana, LLC ✓	
Township	:	Hamilton ✓	
Amount	:	\$12,255.80 ✓	
Surety Company	:	Fidelity and Deposit Company of Maryland (9361769) ✓	

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

M
M
M

Resolution adopted this XXth day of August 2023.

BOARD OF COUNTY COMMISSIONERS

Tina Osborne, Clerk

cgb

cc: D.R. Horton-Indiana, LLC., 9210 North Meridian Street, Indianapolis, IN 46260
Fidelity and Deposit Company of Maryland, 1299 Zurich Way, 5th Floor, Schaumburg, IL 60196
Water/Sewer (file)
Bond Agreement file

2023 AUG - 3 PM 12:13

APPROVE A SUBDIVISION PUBLIC IMPROVEMENT PERFORMANCE AND MAINTENANCE SECURITY RELEASE WITH D.R. HORTON – INDIANA, LLC, FOR THE VILLAGE OF HOPEWELL VALLEY, SECTION 7 SITUATED IN HAMILTON TOWNSHIP

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

RELEASE

Bond Number	:	20-025 (W/S) ✓
Development	:	Village of Hopewell Valley Subdivision, Section 7
Developer	:	D.R. Horton – Indiana, LLC ✓
Township	:	Hamilton
Amount	:	\$14,360.78 ✓
Surety Company	:	Nationwide Mutal Insurance Company (7901030712) ✓

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

- M
- M
- M

Resolution adopted this XXth day of August 2023

BOARD OF COUNTY COMMISSIONERS

Laura Lander, Deputy Clerk

cgb

cc: D.R. Horton-Indiana, LLC., 9210 North Meridian Street, Indianapolis, IN 46260
 Nationwide Mutual Ins. Co. 7 World Trade Center, 37th Floor, New York, NY 10007
 Water/Sewer (file)
 Bond Agreement file

2023 AUG -8 PM 12:13
 RECD

APPROVE A STREET AND APPURTENANCES BOND RELEASE FOR TIMBERWIND, LLC, FOR COMPLETION OF IMPROVEMENTS IN TARA ESTATES, NO. 3, PHASE ONE SITUATED IN FRANKLIN TOWNSHIP.

WHEREAS, while the roadway improvements have now been completed, and the Erosion Control Bond remains in force under a separate bond agreement;

NOW BE IT RESOLVED, upon recommendation of the Warren County Engineer, to approve the following street and appurtenances bond release¹:

BOND RELEASE

Bond Number	: 06-009 (P) ✓
Development	: Tara Estates, No. 3, Phase One ✓
Developer	: Timberwind, LLC ✓
Township	: Franklin ✓
Amount	: \$15,000 ✓
Surety Company	: Oak Hill Banks (Closed) (1082361H) ✓

2023 AUG 28 02:38 PM PH 3-29

Recommended by:

WARREN COUNTY ENGINEER

Neil F. Tunison /s/

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

Date

8/2/23

Cc: Timberwind, LLC, Attn: Jim Luers, 1650 W. Pekin Rd., Lebanon, OH 45036
Engineer (file)
Bond Agreement file

¹ This document is for recommendations purposes only and shall not be construed as approval of a Surety Bond release.

APPROVE A SIDEWALK BOND RELEASE FOR TIMBERWIND, LLC, FOR COMPLETION OF IMPROVEMENTS IN TARA ESTATES, NO. 3, PHASE ONE SITUATED IN FRANKLIN TOWNSHIP.

WHEREAS, while the roadway improvements have now been completed, and the Erosion Control Bond remains in force under a separate bond agreement;

~~NOW~~ BE IT RESOLVED, upon recommendation of the Warren County Engineer, to approve the following street and appurtenances bond release¹:

BOND RELEASE

Bond Number	: 06-009 (S) ✓
Development	: Tara Estates, No. 3, Phase One ✓
Developer	: Timberwind, LLC ✓
Township	: Franklin ✓
Amount	: \$12,610.00 ✓
Surety Company	: Oak Hill Banks (Closed) (1082361G) ✓

RECEIVED
2023 AUG 29 PM 3:29

Recommended by:

WARREN COUNTY ENGINEER

Neil F. Tunison ^{10/12}

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

Date

8/2/23

Cc: Timberwind, LLC, Attn: Jim Luers, 1650 W. Pekin Rd., Lebanon, OH 45036
Engineer (file)
Bond Agreement file

¹ This document is for recommendations purposes only and shall not be construed as approval of a Surety Bond release.

APPROVE TIMBERWIND TRAIL, TIMBER WOLF DRIVE AND TIMBER VALLEY DRIVE IN TARA ESTATES NO. 3, PHASE ONE FOR PUBLIC MAINTENANCE BY FRANKLIN TOWNSHIP

WHEREAS, the Warren County Engineer has verified that Timberwind Trail, Timber Wolf Drive and Timber Valley Drive have been constructed in compliance with the approved plans and specifications; and¹

Street Number	Street Name	Street Width	Street Mileage
2283-T	Timberwind Trail	0'-29'-0'	0.052
2392-T	Timber Wolf Drive	0'-29'-0'	0.035
2439-T	Timber Valley Drive	0'-29'-0'	0.026

NOW THEREFORE BE IT RESOLVED, to accept the above street names for public maintenance by Franklin 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.

Recommended by:

WARREN COUNTY ENGINEER

Neil F. Tunison 18/12

Neil F. Tunison, P.E., P.S. Date
8/2/23

RECEIVED
2023 AUG 15 02:31 PM
10/10/23

- cc: Map Room (Certified copy)
- Township Trustees
- Engineer (file)
- Developer
- Bond Agreement file

¹ This document is for recommendations purposes only and shall not be construed as approval of an approval of street maintenance.

OWNER'S CONSENT AND DEDICATION

WE, THE UNDERSIGNED, BEING ALL THE OWNERS AND LIEN HOLDERS OF THE LANDS HEREIN PLATTED, DO HEREBY VOLUNTARILY CONSENT TO THE EXECUTION OF THE SAID PLAN AND DO DEDICATE THE STREETS, PARKS OR PUBLIC GROUNDS AS SHOWN HEREON TO THE PUBLIC USE FOREVER.

ANY "PUBLIC UTILITY EASEMENTS" AS SHOWN ON THIS PLAN ARE FOR THE PLACEMENT OF SIDEWALKS AND FOR THE MAINTENANCE AND REPAIR OF STREETS. THIS EASEMENT AND ALL OTHER EASEMENTS SHOWN ON THIS PLAN, WHETHER DESIGNATED FOR A SPECIFIC PURPOSE, ARE FOR THE CONSTRUCTION, OPERATION, MAINTENANCE, REPAIR, REPLACEMENT OR REMOVAL OF WATER, SEWER, GAS, ELECTRIC, TELEPHONE, CABLE TELEVISION, OR OTHER UTILITY LINES OR SERVICES, STORMWATER DISPOSAL, AND FOR THE EXPRESS PRIVILEGE OF CUTTING, TRIMMING OR REMOVING ANY AND ALL TREES OR OTHER OBSTRUCTIONS WITHIN SAID EASEMENT, OR IMMEDIATELY ADJACENT THEREON, TO THE FREE USE OF SAID EASEMENTS OR ADJACENT STREETS AND FOR FISHING, HUNTING AND ACCESS TO THE PROPERTY FOR SAID PURPOSES AND ARE TO BE MAINTAINED AS SUCH FOREVER. NO BUILDINGS OR OTHER STRUCTURES MAY BE BUILT WITHIN SAID EASEMENTS, NOR MAY THE EASEMENT AREA BE PHYSICALLY ALTERED SO AS TO (1) REDUCE CLEARANCES OF EITHER OVERHEAD OR UNDERGROUND FACILITIES; (2) IMPAIR THE LAND SUPPORT OF SAID FACILITIES; (3) IMPAIR ABILITY TO MAINTAIN THE FACILITIES; (4) CREATE A HAZARD.

THE ABOVE PUBLIC UTILITY EASEMENTS ARE FOR THE BENEFIT OF ALL PUBLIC UTILITY SERVICE PROVIDERS INCLUDING, BUT NOT LIMITED TO AMERITECH, C.C. & E. Co., Gasline of Ohio, and Warren County Water Dept. (Sewer)

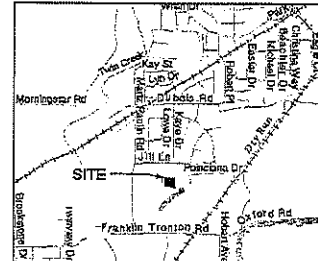
TARA ESTATES No. 3 PHASE ONE

SECTION 5, TOWN 1, RANGE 5 FRANKLIN TWP. WARREN COUNTY, OHIO

Martin C. Lipids *James K. Lipids*
 TRIMBERWIND LLC. TRIMBERWIND LLC.
 (MARTIN C. LIPIDS) (JAMES K. LIPIDS)
 WITNESSES
Patricia J. Kepner
 DAK HILL BANKS (MORTGAGEE) BY:
 ROBERT O. WARD, ASSISTANT VP.
 WITNESS
Patricia J. Kepner
 WITNESS

LOT	ACREAGE	PARCEL NO.
38	0.3415	02-05-301-011
39	0.3415	02-05-301-012
40	0.3415	02-05-301-013
41	0.3488	02-05-301-014
42	0.4481	02-05-301-015
71	0.4121	02-05-301-001
72	0.4274	02-05-301-012
73	0.3317	02-05-301-013
STREET R/W 0.4130		
TOTAL 3.6166 ACRES		

Rem^d 02-05-301-018 36.7221
 3-23-2006 (AC)



CERTIFICATE OF NOTARY PUBLIC

STATE OF OHIO) S.S.
 COUNTY OF WARREN)

BE IT REMEMBERED THAT ON THIS 22ND DAY OF MARCH 2006, BEFORE ME THE UNDERSIGNED A NOTARY PUBLIC IN SAID STATE AND COUNTY, PERSONALLY CAME TRIMBERWIND LLC. BY MARTIN C. LIPIDS AND JAMES K. LIPIDS, WHO ACKNOWLEDGED THE SIGNING AND EXECUTION OF THE FOREGOING PLAT TO BE THEIR VOLUNTARY ACT AND DEED.

IN TESTIMONY WHEREOF, I HAVE SET MY HAND AND NOTARY SEAL ON THE DAY AND DATE ABOVE WRITTEN.

Brenda K. Ayres
 NOTARY PUBLIC, STATE OF OHIO
 BRENDA K. AYRES
 July 18, 2010
 MY COMMISSION EXPIRES

CERTIFICATE OF NOTARY PUBLIC

STATE OF OHIO) S.S.
 COUNTY OF WARREN)

BE IT REMEMBERED THAT ON THIS 29TH DAY OF September 2006, BEFORE ME THE UNDERSIGNED A NOTARY PUBLIC IN SAID STATE AND COUNTY, PERSONALLY CAME DAK HILL BANKS BY ROBERT O. WARD, ASSISTANT V.P., WHO ACKNOWLEDGED THE SIGNING AND EXECUTION OF THE FOREGOING PLAT TO BE HIS VOLUNTARY ACT AND DEED.

IN TESTIMONY WHEREOF, I HAVE SET MY HAND AND NOTARY SEAL ON THE DAY AND DATE ABOVE WRITTEN.

Patricia J. Kepner
 NOTARY PUBLIC, STATE OF OHIO
 PATRICIA J. KEPNER
 02-23-2006
 MY COMMISSION EXPIRES

DEED REFERENCE

SITUATE IN SECTION 5, TOWN 1, RANGE 5, FRANKLIN TOWNSHIP, WARREN COUNTY, OHIO, CONTAINING 3.6166 ACRES AND BEING PART OF THE SAME PREMISES AS CONVEYED TO TRIMBERWIND, LLC. AND DESCRIBED IN THE DEED RECORDED IN OFFICIAL RECORD VOLUME 3205, PAGE 48, OF THE DEED RECORDS OF WARREN COUNTY, OHIO.

DRAINAGE STATEMENT

THE WARREN COUNTY COMMISSIONERS ASSUME NO LEGAL OBLIGATION TO MAINTAIN OR REPAIR ANY OPEN DRAINAGE DITCHES OR CHANNELS DESIGNATED AS "DRAINAGE EASEMENT" ON THE PLAT. THE EASEMENT AREA OF EACH LOT AND ALL IMPROVEMENTS THEREON SHALL BE MAINTAINED CONTINUOUSLY BY THE LOT OWNER. THE EASEMENT AREA SHALL BE PLANTED, PERMANENT, CULTIVATED, OR OTHER MATERIAL SHALL BE PLACED OR PERMITTED TO REMAIN WHICH MAY OBSTRUCT, RELATED OR DIVERT THE FLOW THROUGH THE WATERCOURSE. UNLESS OTHERWISE DESIGNATED ON THE PLAT, A FIFTEEN (15) FOOT WIDE DRAINAGE EASEMENT SHALL EXIST ALONG ALL COMMON REAR LOT LINES AND A TEN (10) FOOT WIDE DRAINAGE EASEMENT SHALL EXIST ALONG ALL COMMON FRONT LOT LINES. THE COMMON LINE BEING THE CENTERLINE OF SAID EASEMENT, UNTIL THE EXPIRATION OF THE PUBLIC IMPROVEMENT MAINTENANCE PERIOD. AS APPLICABLE, THE DEVELOPER (OR THEIR AGENT) RESERVES THE RIGHT TO ENTER UPON ALL LOTS TO ESTABLISH OR RE-ESTABLISH DRAINAGE EASEMENTS WITHIN ALL DRAINAGE EASEMENTS FOR THE PURPOSE OF CONTROLLING AND DIRECTING STORMWATER TO COLLECTION FACILITIES OR DRAINAGE CHANNELS.

OWNER/DEVELOPER

TRIMBERWIND, LLC
 MARTIN C. LIPIDS
 1855 N. FISH ROAD (CLEARCREEK TWP.)
 LEBANON, OH 45036

MORTGAGEE
 DAK HILL BANKS, FRANKLIN, OHIO
 BY: ROBERT O. WARD, ASSISTANT V.P.

SURVEYOR'S NOTES

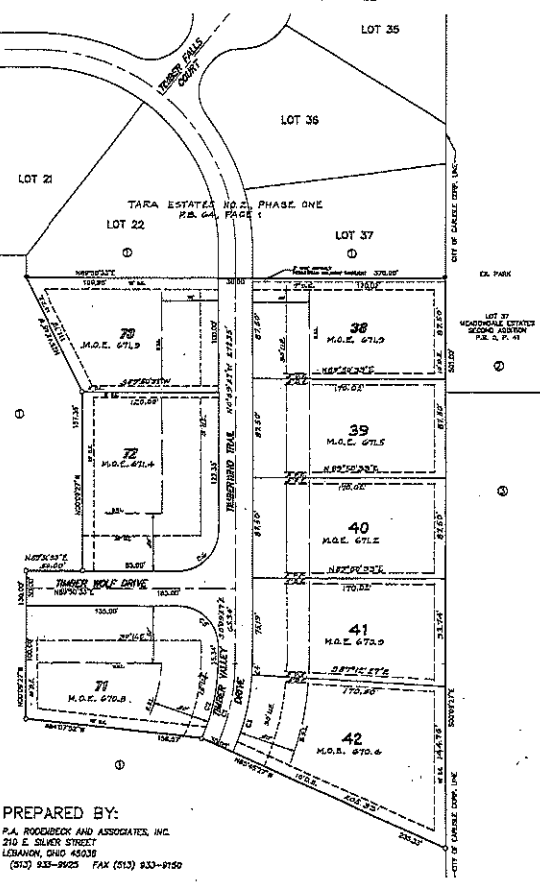
- OCCUPATION AS INDICATED ON DRAWINGS
- MONUMENTS FOUND ARE IN GOOD CONDITION.
- PERTINENT DOCUMENTS ARE NOTED ON DRAWING.
- DATE OF BEARINGS IS AFFIDAVIT BOOK 2475, PAGE 5477.
- MINIMUM OPENING ELEVATION (M.G.E.) INDICATED ON EACH LOT.

CURVE	DELTA	RADIUS	LENGTH	CH. BEARING	CHORD
C1	74.24°	178.00'	54.87'	S102°02'35"W	72.94'
C2	24.74°	180.00'	28.42'	S102°02'35"W	27.66'
C3	71.27°	190.00'	71.13'	S113°03'27"W	70.72'
C4	2.21°	190.00'	3.76'	S113°03'27"W	3.76'
C5	90.00°	35.00'	34.88'	N48°50'55"E	48.50'
C6	90.00°	35.00'	34.88'	N48°50'55"E	48.50'

NOTE: ALL LOTS IN TARA ESTATES NO. 3, PHASE ONE ARE WITHIN FLOOD ZONE C (OUT OF 100 YR. FLOOD) AS PER FEMA SOG NO. 02-09-00000 COMMUNITY WARREN COUNTY, OHIO (UNINCORPORATED AREAS) COMMUNITY NO. 30075

LEGEND AND NOTES

- IRON PIN FOUND
 - 5/8" IRON PIN SET
 - MAG NAIL SET
 - U.E. = UTILITY EASEMENT
 - D.E. = DRAINAGE AND UTILITY EASEMENT
 - B.S.L. = BUILDING SETBACK LINE
- NOTE: ALL LOT CORNERS ARE TO HAVE A 5/8" IRON PIN SET.
 NOTE: ALL SIDE LOT LINES ARE TO HAVE FIVE (5) FEET WIDE DRAINAGE AND UTILITY EASEMENTS UNLESS OTHERWISE SHOWN.



PREPARED BY:
 P.A. RODGERS AND ASSOCIATES, INC.
 210 E. SILVER STREET
 LEBANON, OHIO 45038
 (513) 483-9625 FAX (513) 433-9150

APPROVALS

COUNTY COMMISSIONERS
 WE, THE BOARD OF COUNTY COMMISSIONERS OF WARREN COUNTY, OHIO, DO HEREBY APPROVE THIS PLAT ON THIS 22ND DAY OF MARCH, 2006
 COMMISSIONERS
John South

WARREN CO. REGIONAL PLANNING COMMISSION
 THIS PLAT WAS APPROVED BY THE WARREN COUNTY REGIONAL PLANNING COMMISSION ON THIS 22ND DAY OF MARCH, 2006
 EXECUTIVE DIRECTOR
Wesley G.

WARREN COUNTY ZONING INSPECTOR
 I HEREBY ACCEPT THIS PLAT ON THIS 27TH DAY OF MARCH 2006
 ZONING INSPECTOR
Ray B. Hill

COUNTY HEALTH DISTRICT
 I HEREBY ACCEPT THIS PLAT ON THIS 22ND DAY OF MARCH 2006
 WARREN COUNTY HEALTH COMMISSIONER
Dean Steinhilber

COUNTY ENGINEER
 I HEREBY APPROVE AND ACCEPT THIS PLAT ON THIS 22ND DAY OF MARCH 2006.
 WARREN COUNTY ENGINEER
Neil F. Johnson

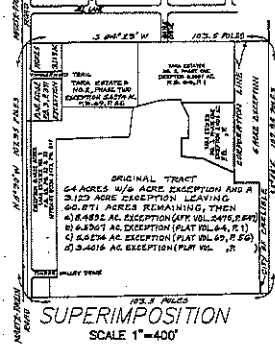
COUNTY AUDITOR
 RECEIVED AND TRANSFERRED ON THIS DAY OF MARCH 22 2006 AT 10:22 AM.
 AUDITOR
Neil F. Johnson

COUNTY RECORDER
 FILE NO. 5880347
 RECEIVED ON THIS 20TH DAY OF MARCH 2006 AT 9:18 AM.
 RECORDED ON THIS 20TH DAY OF MARCH 2006 AT 9:18 AM.
 RECORDED IN BOOK NO. 3205, PAGE NO. 48.
 COUNTY RECORDER
Beth Deckard

COUNTY SANITARY ENGINEER
 I HEREBY APPROVE AND ACCEPT THIS PLAT ON THIS 22ND DAY OF MARCH 2006
 WARREN COUNTY SANITARY ENGINEER
Richard Rombo

CERTIFICATE OF SURVEYOR

I HEREBY CERTIFY THAT THIS MAP IS A TRUE AND COMPLETE SURVEY MADE UNDER MY SUPERVISION IN MARCH 2006 AND THAT ALL MONUMENTS AND LOT CORNER PINS ARE SET AS SHOWN.
 PAUL A. RODGERS
 OHIO REGISTERED SURVEYOR NO. 43006



The Board of Trustees of Franklin Township, County of Warren, Ohio, met at a regular session at 6:00 p.m. on June 28, 2023, at Franklin Township, Warren County, Ohio, with the following Trustees present:

Shane Centers - Trustee
Matthew Jennings - Trustee
Brian Morris - Trustee

Mr. Jennings introduced the following resolution and moved its adoption:

**FRANKLIN TOWNSHIP, WARREN COUNTY OHIO
RESOLUTION NUMBER 04-06282023**

**A RESOLUTION ACCEPTING PUBLIC STREETS FOR MAINTENANCE AND
SETTING SPEED LIMITS ON SECTIONS No. 3 AND No. 4 PHASE ONE AND No. 4
PHASE 2 IN THE TARA ESTATES SUBDIVISION, FRANKLIN TOWNSHIP,
DISPENSING WITH THE SECOND READING AND DECLARING AN EMERGENCY**

WHEREAS, Warren County Commissioners have accepted the following streets in the Tara Estates subdivision and approved them for maintenance by Franklin Township and Franklin Township is accepting the same for maintenance Sections No. 3 and No. 4 Phase One and No. 4 Phase 2.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Township Trustees of Franklin Township, Warren County, Ohio:

SECTION 1. Franklin Township accepts Sections No. 3 and No. 4 Phase One and No. 4 Phase 2 of the Tara Estates subdivision for maintenance.

SECTION 2. Sections No. 3 and No. 4 Phase One and No. 4 Phase 2 of the Tara Estates subdivision,
Franklin Township is hereby established at twenty-five (25) miles per hour.

SECTION 3. The Trustees of Franklin Township, upon majority vote, do hereby dispense with the requirement that this Resolution be read on two separate days, and hereby authorize the adoption of this Resolution upon its first reading.

SECTION 4. This Resolution is hereby declared an emergency measure necessary for the immediate preservation of the peace, health, safety and welfare of Franklin Township. The reason for the emergency is to provide for an immediate establishment of a safe speed limit.

SECTION 5. This Resolution shall take effect on the earliest date allowed by law.

Mr. Centers seconded the Resolution and the following being called upon the question of its adoption, the vote resulted as follows:

Matthew Jennings –	Aye	<u>X</u>	Nay	_____
Brian Morris –	Aye	<u>X</u>	Nay	_____
Shane Centers –	Aye	<u>X</u>	Nay	_____

Resolution adopted this 28th day of June 2023.

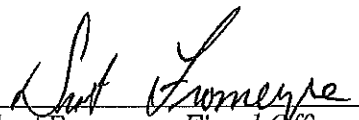
Attest:



Scot Fromeyer, Fiscal Officer

I, Scot Fromeyer., Fiscal Officer of Franklin Township, Warren County, Ohio, hereby certify that this is a true and accurate copy of a Resolution duly adopted by the Board of Trustees of Franklin Township, County of Warren, Ohio, at its regularly scheduled meeting on June 28, 2023.

Date: 6/28/2023



Scot Fromeyer, Fiscal Officer

APPROVE A STREET AND APPURTENANCES BOND RELEASE FOR TIMBERWIND, LLC, FOR COMPLETION OF IMPROVEMENTS IN TARA ESTATES, NO. 4, PHASE ONE SITUATED IN FRANKLIN TOWNSHIP.

WHEREAS, while the roadway improvements have now been completed, and the Erosion Control Bond remains in force under a separate bond agreement;

NOW BE IT RESOLVED, upon recommendation of the Warren County Engineer, to approve the following street and appurtenances bond release¹:

BOND RELEASE

Bond Number : 06-010 (P) ✓
Development : Tara Estates, No. 4, Phase One ✓
Developer : Timberwind, LLC ✓
Township : Franklin ✓
Amount : \$15,000 ✓
Surety Company : Oak Hill Banks (Closed) (1082361C) ✓

Recommended by:

WARREN COUNTY ENGINEER

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

Date

8/2/23

RECEIVED
02
2023 AUG 29 PM 3:29

Cc: Timberwind, LLC, Attn: Jim Luers, ¹⁶⁵⁰1675 W. Pekin Rd., Lebanon, OH 45036
Engineer (file)
Bond Agreement file

¹ This document is for recommendations purposes only and shall not be construed as approval of a Surety Bond release.

APPROVE A SIDEWALK BOND RELEASE FOR TIMBERWIND, LLC, FOR COMPLETION OF IMPROVEMENTS IN TARA ESTATES, NO. 4, PHASE ONE SITUATED IN FRANKLIN TOWNSHIP.

WHEREAS, while the roadway improvements have now been completed, and the Erosion Control Bond remains in force under a separate bond agreement;

NOW BE IT RESOLVED, upon recommendation of the Warren County Engineer, to approve the following street and appurtenances bond release¹:



BOND RELEASE

Bond Number : 06-010 (S) ✓
Development : Tara Estates, No. 4, Phase One ✓
Developer : Timberwind, LLC ✓
Township : Franklin ✓
Amount : \$12,610.00 ✓
Surety Company : Oak Hill Banks (Closed) (1082361D) ✓

RECEIVED
2023 AUG -2 PM 3:31
WARREN COUNTY ENGINEER

Recommended by:

WARREN COUNTY ENGINEER

Neil F. Tunison *NR*
Neil F. Tunison, P.E., P.S. Date

8/2/23

Cc: Timberwind, LLC, Attn: Jim Luers, ¹⁶⁵⁰1816 W. Pekin Rd., Lebanon, OH 45036
Engineer (file)
Bond Agreement file

¹ This document is for recommendations purposes only and shall not be construed as approval of a Surety Bond release.

APPROVE TIMBER WOLF DRIVE AND TIMBERWILD WAY IN TARA ESTATES NO. 4,
PHASE ONE FOR PUBLIC MAINTENANCE BY FRANKLIN TOWNSHIP

WHEREAS, the Warren County Engineer has verified that Timber Wolf Drive and Timberwild Way have been constructed in compliance with the approved plans and specifications; and¹

Street Number	Street Name	Street Width	Street Mileage
2392-T	Timber Wolf Drive	0'-29'-0'	0.053
2393-T	Timberwild Way	0'-29'-0'	0.020

NOW THEREFORE BE IT RESOLVED, to accept the above street names for public maintenance by Franklin 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.

Recommended by:

WARREN COUNTY ENGINEER

Neil F. Tuhison *NFT*

Neil F. Tuhison, P.E., P.S.

Date

8/2/23

RECEIVED
2023 AUG -2 PM 3:31

cc: Map Room (Certified copy)
Township Trustees
Engineer (file)
Developer
Bond Agreement file

¹ This document is for recommendations purposes only and shall not be construed as approval of an approval of street maintenance.

OWNER'S CONSENT AND DEDICATION

WE, THE UNDERSIGNED, BEING ALL THE OWNERS AND LIEN HOLDERS OF THE LANDS HEREIN PLATED, DO HEREBY VOLUNTARILY CONSENT TO THE EXECUTION OF THE SAID PLAT AND DO DEDICATE THE STREETS, PARKS OR PUBLIC GROUNDS AS SHOWN HEREON TO THE PUBLIC USE FOREVER.

ANY PUBLIC UTILITY EASEMENTS AS SHOWN ON THIS PLAT ARE FOR THE PLACEMENT OF SIDEWALKS AND FOR THE MAINTENANCE AND REPAIR OF STREETS, THIS EASEMENT AND ALL OTHER EASEMENTS SHOWN ON THIS PLAT, UNLESS DESIGNATED FOR A SPECIFIC PURPOSE, ARE FOR THE CONSTRUCTION, OPERATION, MAINTENANCE, REPAIR, REPLACEMENT OR REMOVAL OF WATER, SEWER, GAS, ELECTRIC, TELEPHONE, CABLE TELEVISION, OR OTHER UTILITY LINES OR SERVICES, STORMWATER DISPOSAL, AND FOR THE EXPRESS PRIVILEGE OF CUTTING, TRIMMING OR REMOVING ANY AND ALL TREES OR OTHER OBSTRUCTIONS WITHIN SAID EASEMENT, OR IMMEDIATELY ADJACENT THERETO, TO THE FREE USE OF SAID EASEMENTS OF ADJACENT STREETS AND FOR PROVIDING INGRESS AND EGRESS TO THE PROPERTY FOR SAID PURPOSES AND ARE TO BE MAINTAINED AS SUCH FOREVER. NO BUILDINGS OR OTHER STRUCTURES MAY BE BUILT WITHIN SAID EASEMENTS, NOR MAY THE EASEMENT AREA BE PHYSICALLY ALTERED SO AS TO (1) REDUCE CLEARANCES OF EITHER OVERHEAD OR UNDERGROUND FACILITIES, (2) IMPAIR THE LAND SUPPORT OF SAID FACILITIES, (3) IMPAIR ABILITY TO MAINTAIN THE FACILITIES (4) CREATE A HAZARD.

THE ABOVE PUBLIC UTILITY EASEMENTS ARE FOR THE BENEFIT OF ALL PUBLIC UTILITY SERVICE PROVIDERS INCLUDING, BUT NOT LIMITED TO ARCHITECT, C.O. & C. Co., Civil Engineer of Ohio, and Warren County Water Dept. (Sewer)

TARA ESTATES No. 4 PHASE ONE

SECTION 5, TOWN 1, RANGE 5 FRANKLIN TWP. WARREN COUNTY, OHIO

Old# 02-05301-018 36.7621

LOT	ACREAGE	PARCEL NO.
74	0.4897	02-05-302-014
75	0.4074	02-05-302-015
76	0.5019	02-05-302-016
77	0.4915	02-05-302-017
100	0.3275	02-05-302-003
101	0.3316	02-05-302-002
102	0.5040	02-05-302-018

2.9926 ACRES
STREET R/W TOTAL 0.3870 ACRES
TOTAL 3.3800 ACRES
REN# 02-05-301-019 33.3818
3-27-2006

Curve Table

LINE	LENGTH	BEARING
L1	17.93	N00°01'10"E
L2	17.93	N00°01'10"E
L3	17.93	N00°01'10"E
L4	17.93	N00°01'10"E
L5	17.93	N00°01'10"E

Curve Table

CHORD	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD
CD 1	22.9424	180.00	166.67	S00°00'00"W	166.67
CD 2	28.4724	180.00	20.29	S41°27'24"W	24.37
CD 3	15.0000	180.00	30.00	S00°00'00"W	30.00
CD 4	32.9072	180.00	47.17	S41°27'24"W	38.50
CD 5	15.0000	180.00	27.50	S00°00'00"W	27.50
CD 6	23.4296	180.00	32.42	S41°27'24"W	35.80
CD 7	22.9424	180.00	49.31	S00°00'00"W	49.31
CD 8	22.9424	180.00	50.18	S41°27'24"W	49.24
CD 9	22.9424	180.00	49.31	S00°00'00"W	49.31
CD 10	22.9424	180.00	31.29	S41°27'24"W	30.20
CD 11	22.9424	180.00	20.29	S00°00'00"W	20.29
CD 12	22.9424	180.00	20.29	S41°27'24"W	20.29
CD 13	22.9424	180.00	20.29	S00°00'00"W	20.29

Martin C. Luers James K. Luers
TIMBERWOLF LLC. (MARTIN C. LUERS)
TIMBERWOLF LLC. (JAMES K. LUERS)
OAK HILL BANKS (MORTGAGED BY: ROBERT G. WARD, ASSISTANT VP.)
WITNESS: PATRICIA J. KEPNER

CERTIFICATE OF NOTARY PUBLIC
STATE OF OHIO) S.S.
COUNTY OF WARREN)
BE IT REMEMBERED THAT ON THIS 27th DAY OF MARCH 2006, BEFORE ME THE UNDERSIGNED A NOTARY PUBLIC IN SAID STATE AND PERSONALLY CAME TIMBERWOLF, LLC. BY MARTIN C. LUERS & JAMES K. LUERS, WHO ACKNOWLEDGED THE SIGNING AND EXECUTION OF THE FOREGOING PLAT TO BE THEIR VOLUNTARY ACT AND DEED.

IN TESTIMONY WHEREOF, I HAVE SET MY HAND AND NOTARY SEAL ON THE DAY AND DATE ABOVE WRITTEN.

Patricia J. Kepner
NOTARY PUBLIC, STATE OF OHIO
July 10, 2010
MY COMMISSION EXPIRES

CERTIFICATE OF NOTARY PUBLIC
STATE OF OHIO) S.S.
COUNTY OF WARREN)
BE IT REMEMBERED THAT ON THIS 19th DAY OF September 2005, BEFORE ME THE UNDERSIGNED A NOTARY PUBLIC IN SAID STATE AND COUNTY, PERSONALLY CAME CAR HILL BANKS BY ROBERT G. WARD, ASSISTANT VP., WHO ACKNOWLEDGED THE SIGNING AND EXECUTION OF THE FOREGOING PLAT TO BE HIS VOLUNTARY ACT AND DEED.

IN TESTIMONY WHEREOF, I HAVE SET MY HAND AND NOTARY SEAL ON THE DAY AND DATE ABOVE WRITTEN.

Patricia J. Kepner
NOTARY PUBLIC, STATE OF OHIO
PATRICIA J. KEPNER
July 20, 2006
MY COMMISSION EXPIRES

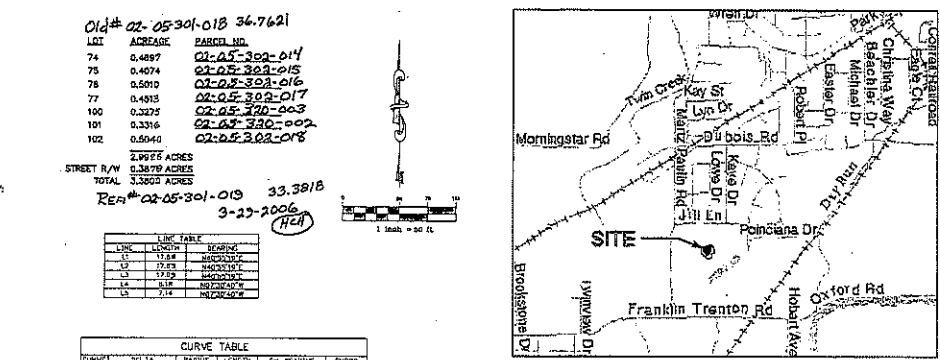
DEED REFERENCE
SITUATE IN SECTION 5, TOWN 1, RANGE 5, FRANKLIN TOWNSHIP, WARREN COUNTY, OHIO, CONTAINING 3.3826 ACRES AND BEING PART OF THE DEED RECORDED AS CONVEYED TO TIMBERWOLF, LLC. AND DESCRIBED IN THE DEED RECORDED IN OFFICIAL RECORD VOLUME 3205, PAGE 48, OF THE DEED RECORDS OF WARREN COUNTY, OHIO.

DRAINAGE STATEMENT
THE WARREN COUNTY COMMISSIONERS ASSUME NO LEGAL OBLIGATION TO MAINTAIN OR REPAIR ANY OPEN DRAINAGE DITCHES OR CHANNELS DESIGNATED AS "DRAINAGE EASEMENT" ON THIS PLAT. THE EASEMENT AREA OF EACH LOT AND ALL MONUMENTS WITHIN IT SHALL BE MAINTAINED CONTINUOUSLY BY THE LOT OWNER, WITHIN THE EASEMENT, NO STRUCTURE OR PLANTING, FENCING, OR OTHER MATERIAL SHALL BE PLACED OR PERMITTED TO REMAIN WHICH MAY OBSTRUCT, RELATED OR DIVERT THE FLOW THROUGH THE WATERCOURSE UNLESS OTHERWISE DESIGNATED ON THIS PLAT. A FIFTEEN (15) FOOT WIDE DRAINAGE EASEMENT SHALL EXIST ALONG ALL COMMON SIDE LOT LINES AND A TEN (10) FOOT WIDE DRAINAGE EASEMENT SHALL EXIST ALONG ALL COMMON END LOT LINES. THE COMMON LINE BEING THE CENTERLINE OF SAID EASEMENT UNTIL THE EXPIRATION OF THE PUBLIC IMPROVEMENT MAINTENANCE BONDING PERIOD, AS APPLICABLE, THE DEVELOPER (OR THEIR AGENT) RESERVES THE RIGHT TO ENTER UPON ALL LOTS TO ESTABLISH OR RE-ESTABLISH DRAINAGE SWALES WITHIN ALL DRAINAGE EASEMENTS, FOR THE PURPOSE OF CONTROLLING AND DIRECTING STORMWATER TO COLLECTION FACILITIES OR DRAINAGE CHANNELS.

OWNER/DEVELOPER SURVEYOR'S NOTES
TIMBERWOLF, LLC.
BY MARTIN C. LUERS
1420 W. PENN ROAD (CLEARCREEK TRWP.)
LEBANON, OH 43038

- OCCUPATION AS INDICATED ON DRAWING.
- MONUMENTS FOUND ARE IN GOOD CONDITION, EXCEPT AS NOTED.
- PERTINENT DOCUMENTS ARE NOTED ON DRAWING.
- DATE OF MEASUREMENT IS APPROXIMATE BOOK 2475, PAGE 547.

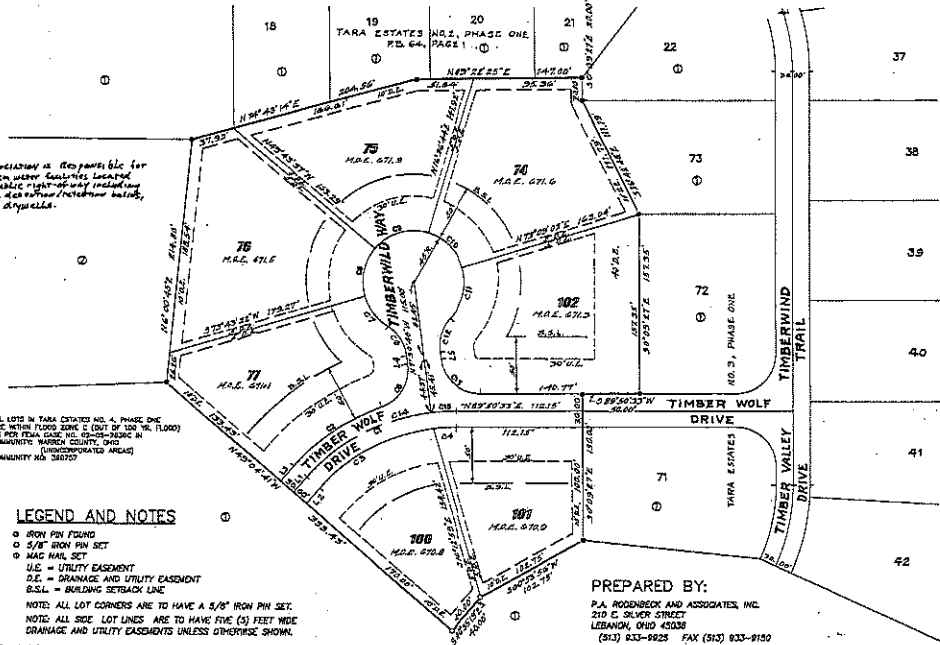
PROTECTIVE COVENANTS
THE PROTECTIVE COVENANTS FOR ALL LOTS WITHIN TARA ESTATES NO. 4, PHASE ONE ARE RECORDED IN DEED BOOK 3374, PAGE 586 OF THE OFFICIAL RECORDS OF WARREN COUNTY, OHIO.



VICINITY MAP
NOT TO SCALE

PROPERTY OWNER
① TIMBERWOLF LLC.
② MICHAEL D. & MICHELLE MULLAN

DEED
O.R. 3205, P. 48
O.R. 3222, P. 27E



LEGEND AND NOTES
① IRON PIN FOUND
② 5/8" IRON PIN SET
③ MAG NAIL SET
U.E. = UTILITY EASEMENT
D.E. = DRAINAGE AND UTILITY EASEMENT
S.S.L. = SEWER STACK LINE

NOTE: ALL LOT CORNERS ARE TO HAVE A 5/8" IRON PIN SET.
NOTE: ALL SIDE LOT LINES ARE TO HAVE FIVE (5) FEET WIDE DRAINAGE AND UTILITY EASEMENTS UNLESS OTHERWISE SHOWN.

PREPARED BY:
P.A. ROSENBECK AND ASSOCIATES, INC.
210 C SILVER STREET
LEBANON, OHIO 43038
(614) 833-9225 FAX (614) 833-9150

APPROVALS

COUNTY COMMISSIONERS
WE, THE BOARD OF COUNTY COMMISSIONERS OF WARREN COUNTY, OHIO, DO HEREBY APPROVE THIS PLAT ON THIS 27th DAY OF March, 2006

COMMISSIONERS
[Signatures]

WARREN CO. REGIONAL PLANNING COMMISSION
THIS PLAT WAS APPROVED BY THE WARREN COUNTY REGIONAL PLANNING COMMISSION ON THIS 23rd DAY OF March, 2006

EXECUTIVE DIRECTOR
[Signature]

WARREN COUNTY ZONING INSPECTOR
I HEREBY ACCEPT THIS PLAT ON THIS 31st DAY OF March 2006

ZONING INSPECTOR
[Signature]

COUNTY HEALTH DISTRICT
I HEREBY ACCEPT THIS PLAT ON THIS 8th DAY OF April, 2006

DEBRA STEPHENS
WARREN COUNTY HEALTH COMMISSIONER

COUNTY ENGINEER
I HEREBY APPROVE AND ACCEPT THIS PLAT ON THIS 2nd DAY OF April, 2006.

WILL F. TRIMMER
WARREN COUNTY ENGINEER

COUNTY AUDITOR
RECEIVED AND TRANSMITTED ON THIS DAY OF March 2006 AT 10:15 AM

DEPUTY
[Signature]

AUDITOR
[Signature]

COUNTY RECORDER
FILE NO. 028738
RECORDED ON THIS 29th DAY OF MARCH 2006 AT 9:08 AM
RECORDED ON THIS 31st DAY OF MARCH 2006 AT 4:12 P.M.
RECORDED IN BOOK NO. 341 ON PAGE NO. 162

DEPUTY
[Signature]

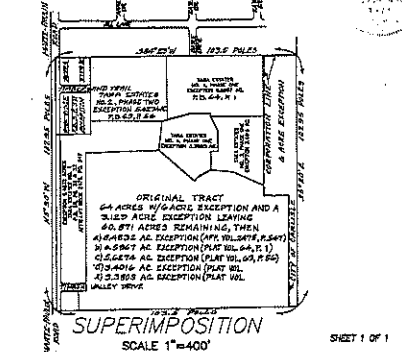
COUNTY RECORDER
[Signature]

COUNTY SANITARY ENGINEER
I HEREBY APPROVE AND ACCEPT THIS PLAT ON THIS 31st DAY OF March 2006

ROBERT PENNICK
WARREN COUNTY SANITARY ENGINEER

CERTIFICATE OF SURVEYOR
I HEREBY CERTIFY THAT THIS MAP IS A TRUE AND COMPLETE SURVEY MADE UNDER MY SUPERVISION IN APRIL, 2005 AND THAT ALL MONUMENTS AND LOT CORNER PINS ARE SET AS SHOWN.

[Signature]
PAUL A. ROSENBECK
OHIO REGISTERED SURVEYOR NO. 4308



The Board of Trustees of Franklin Township, County of Warren, Ohio, met at a regular session at 6:00 p.m. on June 28, 2023, at Franklin Township, Warren County, Ohio, with the following Trustees present:

Shane Centers - Trustee
Matthew Jennings - Trustee
Brian Morris - Trustee

Mr. Jennings introduced the following resolution and moved its adoption:

**FRANKLIN TOWNSHIP, WARREN COUNTY OHIO
RESOLUTION NUMBER 04-06282023**

**A RESOLUTION ACCEPTING PUBLIC STREETS FOR MAINTENANCE AND
SETTING SPEED LIMITS ON SECTIONS No. 3 AND No. 4 PHASE ONE AND No. 4
PHASE 2 IN THE TARA ESTATES SUBDIVISION, FRANKLIN TOWNSHIP,
DISPENSING WITH THE SECOND READING AND DECLARING AN EMERGENCY**

WHEREAS, Warren County Commissioners have accepted the following streets in the Tara Estates subdivision and approved them for maintenance by Franklin Township and Franklin Township is accepting the same for maintenance Sections No. 3 and No. 4 Phase One and No. 4 Phase 2.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Township Trustees of Franklin Township, Warren County, Ohio:

SECTION 1. Franklin Township accepts Sections No. 3 and No. 4 Phase One and No. 4 Phase 2 of the Tara Estates subdivision for maintenance.

SECTION 2. Sections No. 3 and No. 4 Phase One and No. 4 Phase 2 of the Tara Estates subdivision,
Franklin Township is hereby established at twenty-five (25) miles per hour.

SECTION 3. The Trustees of Franklin Township, upon majority vote, do hereby dispense with the requirement that this Resolution be read on two separate days, and hereby authorize the adoption of this Resolution upon its first reading.

SECTION 4. This Resolution is hereby declared an emergency measure necessary for the immediate preservation of the peace, health, safety and welfare of Franklin Township. The reason for the emergency is to provide for an immediate establishment of a safe speed limit.

SECTION 5. This Resolution shall take effect on the earliest date allowed by law.

Mr. Centers seconded the Resolution and the following being called upon the question of its adoption, the vote resulted as follows:

Matthew Jennings –	Aye	<u>X</u>	Nay	_____
Brian Morris –	Aye	<u>X</u>	Nay	_____
Shane Centers –	Aye	<u>X</u>	Nay	_____

Resolution adopted this 28th day of June 2023.

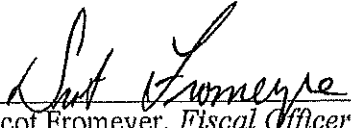
Attest:



Scot Fromeyer, *Fiscal Officer*

I, Scot Fromeyer., Fiscal Officer of Franklin Township, Warren County, Ohio, hereby certify that this is a true and accurate copy of a Resolution duly adopted by the Board of Trustees of Franklin Township, County of Warren, Ohio, at its regularly scheduled meeting on June 28, 2023.

Date: 6/28/2023



Scot Fromeyer, *Fiscal Officer*

APPROVE A STREET AND APPURTENANCES (INCLUDING SIDEWALKS) BOND RELEASE FOR TIMBERWIND, LLC, FOR COMPLETION OF IMPROVEMENTS IN TARA ESTATES, NO. 4, PHASE 2 SITUATED IN FRANKLIN TOWNSHIP.

~~NOW~~ BE IT RESOLVED, upon recommendation of the Warren County Engineer, to approve the following street and appurtenances bond release¹:

BOND RELEASE

27

Bond Number : 21-008 (P/S) ✓
Development : Tara Estates, No. 4, Phase 2 ✓
Developer : Timberwind, LLC ✓
Township : Franklin ✓
Amount : \$85,890.91 ✓
Surety Company : Civista Bank – Cashier’s Check #1520575 ✓

Recommended by:

WARREN COUNTY ENGINEER

Neil F. Tunison *EV/R*
Neil F. Tunison, P.E., P.S. Date 8/2/23

RECEIVED

2023 AUG -2 PM 3:31

2023 AUG 2 3:31 PM

Cc: Timberwind, LLC, Attn: Jim Luers, 1650 W. Pekin Rd., Lebanon, OH 45036
OMB – S. Spencer
Engineer (file)
Bond Agreement file

¹ This document is for recommendations purposes only and shall not be construed as approval of a Surety Bond release.

APPROVE TIMBER WOLF DRIVE AND TIMBERVIEW COURT IN TARA ESTATES NO. 4, PHASE 2 FOR PUBLIC MAINTENANCE BY FRANKLIN TOWNSHIP

WHEREAS, the Warren County Engineer has verified that Timber Wolf Drive and Timberview Court have been constructed in compliance with the approved plans and specifications; and¹

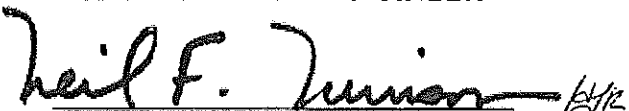
Street Number	Street Name	Street Width	Street Mileage
2392-T	Timber Wolf Drive	0'-29'-0'	0.183
2608-T	Timberview Court	0'-29'-0'	0.045

NOW THEREFORE BE IT RESOLVED, to accept the above street names for public maintenance by Franklin 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.

Recommended by:

WARREN COUNTY ENGINEER



Neil F. Tunison, P.E., P.S. Date

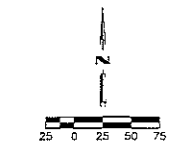
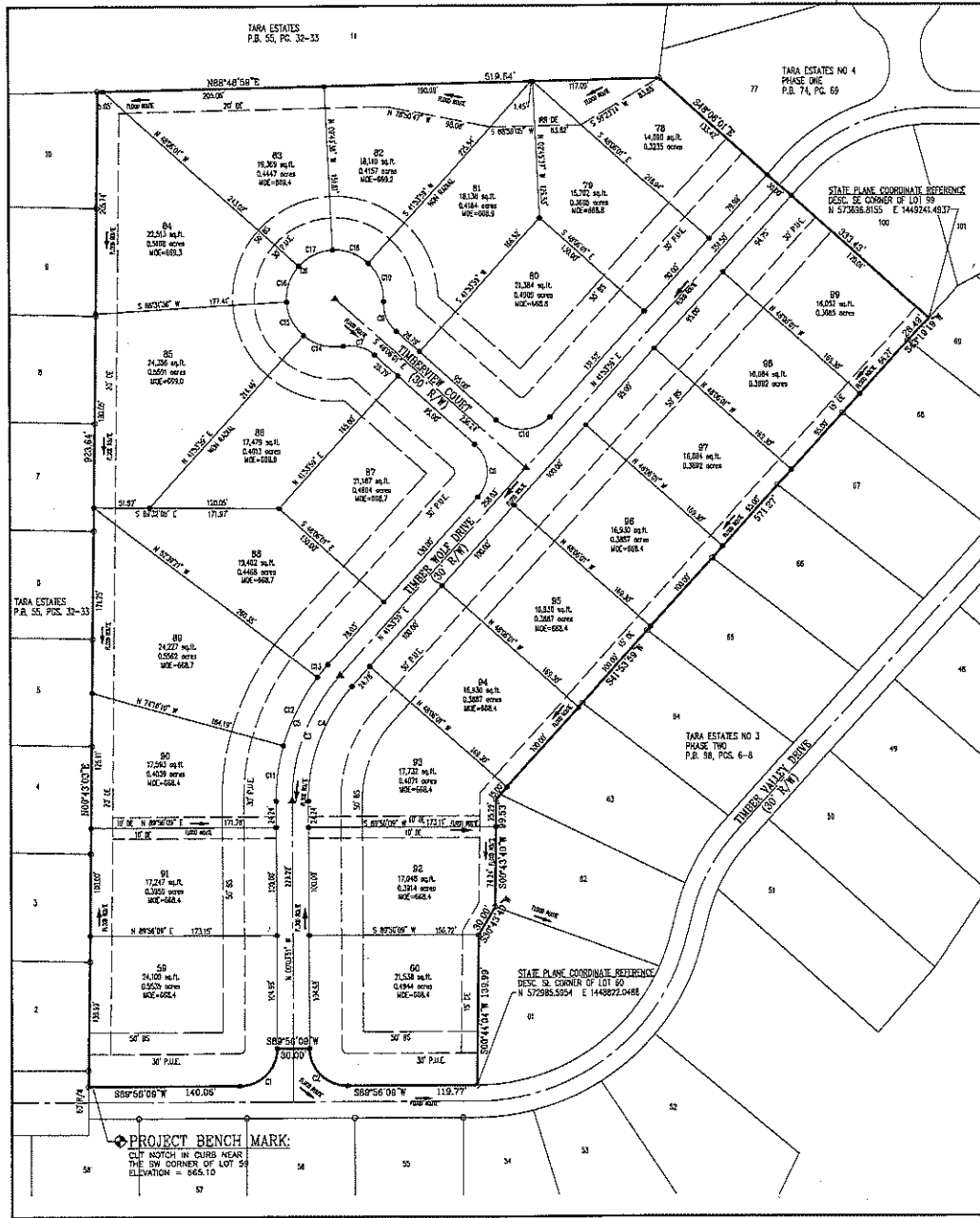
8/2/23

RECEIVED

2023 AUG -2 PM 3:31

cc: Map Room (Certified copy)
Township Trustees
Engineer (file)
Developer
Bond Agreement file

¹ This document is for recommendations purposes only and shall not be construed as approval of an approval of street maintenance.

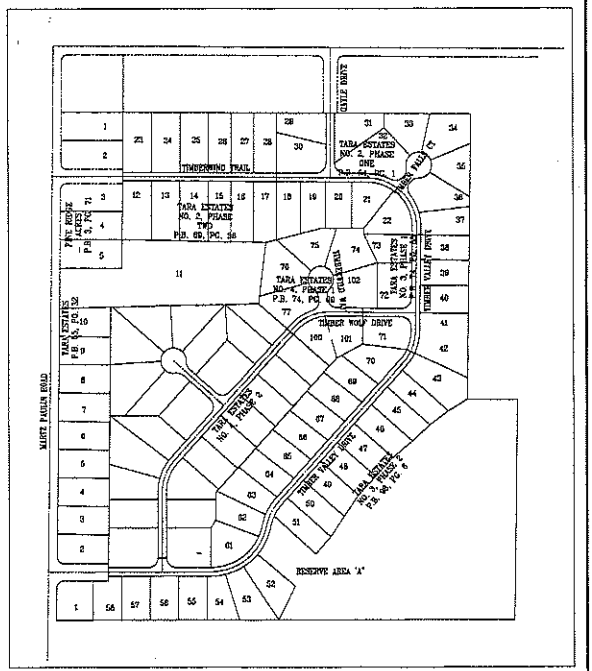


- LEGEND**
- ▲ - MAG. MAG. SET
 - - 5/8" IRON PIN SET (IPS)
 - - 5/8" IRON PIN FOUND (IPF) OR AS NOTED
 - △ - MAG. MAG. FOUND
 - ⊖ - PFC FOUND
 - ⊕ - STAKE FOUND
 - D.E. - DRAINAGE EASEMENT
 - P.U.E. - PUBLIC UTILITY EASEMENT

CURVE TABLE

CURVE	LENGTH	RADIUS	BEARING	CHORD	DEG. TA
C1	24.48	110.00	N49°00'00"W	45.36	57°00'00"
C2	54.00	30.00	S60°00'00"E	45.00	90°00'00"
C3	175.17	175.00	S20°54'00"W	125.33	127°26'
C4	117.00	180.00	S20°54'00"W	124.24	127°26'
C5	179.00	179.00	S20°54'00"W	125.00	127°26'
C6	54.00	30.00	N49°00'00"E	45.36	57°00'00"
C7	24.48	110.00	N49°00'00"E	45.36	57°00'00"
C8	22.50	45.00	S45°00'00"E	31.82	90°00'00"
C9	31.50	31.50	S45°00'00"E	22.50	90°00'00"
C10	54.00	30.00	N49°00'00"E	45.36	57°00'00"
C11	30.00	180.00	S74°26'00"W	22.21	124°26'
C12	74.27	180.00	S74°26'00"W	55.22	124°26'
C13	35.31	180.00	S74°26'00"W	25.91	124°26'
C14	24.48	45.00	S74°26'00"W	17.85	124°26'
C15	35.31	45.00	S74°26'00"W	25.91	124°26'
C16	35.31	45.00	S74°26'00"W	25.91	124°26'
C17	35.31	45.00	S74°26'00"W	25.91	124°26'
C18	35.31	45.00	S74°26'00"W	25.91	124°26'
C19	35.31	45.00	S74°26'00"W	25.91	124°26'
C20	35.31	45.00	S74°26'00"W	25.91	124°26'

- SURVEYOR NOTES:**
- OCCUPATION FITS SURVEY AS SHOWN.
 - MONUMENTATION IN GOOD CONDITION.
 - SOURCE DOCUMENTS AS NOTED.
 - BEARINGS BASED ON TARA ESTATES NO. 3, PHASE 2 PLAT BOOK 98, PAGES 6-8.
 - THE STATE PLANE COORDINATES LISTED ON THIS PLAT ARE FOR WARREN COUNTY GIS DEPARTMENT USE AND NOT TO BE USED FOR ESTABLISHING PROPERTY BOUNDARY.
 - FEMA FLOODWAY AND 100 YEAR FLOOD LIMITS SHOWN PER MAP # ZONING AND ZONING/ZONE SPECIFIC REVISED DATE 12/17/19.
 - ALL LOTS HAVE RESERVATED BULKING AREAS. CONTACT APX ENGINEERING & SURVEYING, INC.



SUPERIMPOSITION MAP
SCALE: 1"=100'

- 014 02-05-301-020 11.8451 ac
- | | | | |
|-------------------|--------|--------------------|--------------------|
| New 02-05-301-021 | Lot 59 | New 02-05-320-015 | Lot 92 |
| New 02-05-320-014 | Lot 60 | New 02-05-320-016 | Lot 93 |
| New 02-05-302-019 | Lot 78 | New 02-05-320-017 | Lot 94 |
| New 02-05-302-020 | Lot 79 | New 02-05-320-018 | Lot 95 |
| New 02-05-302-021 | Lot 80 | New 02-05-320-019 | Lot 96 |
| New 02-05-302-022 | Lot 81 | New 02-05-320-020 | Lot 97 |
| New 02-05-302-023 | Lot 82 | New 02-05-320-021 | Lot 98 |
| New 02-05-301-022 | Lot 79 | New 02-05-320-022 | Lot 99 |
| New 02-05-301-023 | Lot 84 | New 02-05-1000-002 | 0.9484 ac
in RA |
| New 02-05-301-024 | Lot 85 | | |
| New 02-05-301-025 | Lot 86 | | |
| New 02-05-301-026 | Lot 87 | | |
| New 02-05-301-027 | Lot 88 | | |
| New 02-05-301-028 | Lot 89 | | |
| New 02-05-301-029 | Lot 90 | | |
| New 02-05-301-030 | Lot 91 | | |
- 16 Rem
2/19/2020
S

TARA ESTATES NO. 4, PHASE 2
LOCATED IN
SECTION 5, TOWN 1E; RANGE 5E
FRANKLIN TOWNSHIP
WARREN COUNTY, OHIO
JANUARY, 2020

SCALE: 1"=50'		REVISIONS:
DATE: 11-25-19		1.
DRAWN: JLL		2.
DESIGNED: JLL		3.
PREPARED: P.A.		4.
	APEX ENGINEERING & SURVEYING, INC. 1200 N. W. 10th St., Suite 100, Ft. Lauderdale, FL 33309 TEL: 954-561-1000 FAX: 954-561-1001	PROJECT: 190455 DRAWING: 190455A

The Board of Trustees of Franklin Township, County of Warren, Ohio, met at a regular session at 6:00 p.m. on June 28, 2023, at Franklin Township, Warren County, Ohio, with the following Trustees present:

Shane Centers - Trustee
Matthew Jennings - Trustee
Brian Morris - Trustee

Mr. Jennings introduced the following resolution and moved its adoption:

**FRANKLIN TOWNSHIP, WARREN COUNTY OHIO
RESOLUTION NUMBER 04-06282023**

**A RESOLUTION ACCEPTING PUBLIC STREETS FOR MAINTENANCE AND
SETTING SPEED LIMITS ON SECTIONS No. 3 AND No. 4 PHASE ONE AND No. 4
PHASE 2 IN THE TARA ESTATES SUBDIVISION, FRANKLIN TOWNSHIP,
DISPENSING WITH THE SECOND READING AND DECLARING AN EMERGENCY**

WHEREAS, Warren County Commissioners have accepted the following streets in the Tara Estates subdivision and approved them for maintenance by Franklin Township and Franklin Township is accepting the same for maintenance Sections No. 3 and No. 4 Phase One and No. 4 Phase 2.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Township Trustees of Franklin Township, Warren County, Ohio:

SECTION 1. Franklin Township accepts Sections No. 3 and No. 4 Phase One and No. 4 Phase 2 of the Tara Estates subdivision for maintenance.

SECTION 2. Sections No. 3 and No. 4 Phase One and No. 4 Phase 2 of the Tara Estates subdivision,
Franklin Township is hereby established at twenty-five (25) miles per hour.

SECTION 3. The Trustees of Franklin Township, upon majority vote, do hereby dispense with the requirement that this Resolution be read on two separate days, and hereby authorize the adoption of this Resolution upon its first reading.

SECTION 4. This Resolution is hereby declared an emergency measure necessary for the immediate preservation of the peace, health, safety and welfare of Franklin Township. The reason for the emergency is to provide for an immediate establishment of a safe speed limit.

SECTION 5. This Resolution shall take effect on the earliest date allowed by law.

Mr. Centers seconded the Resolution and the following being called upon the question of its adoption, the vote resulted as follows:

Matthew Jennings –	Aye	<u>X</u>	Nay	_____
Brian Morris –	Aye	<u>X</u>	Nay	_____
Shane Centers –	Aye	<u>X</u>	Nay	_____

Resolution adopted this 28th day of June 2023.

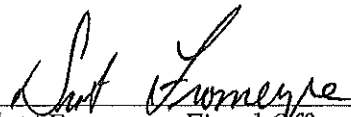
Attest:



Scot Fromeyer, Fiscal Officer

I, Scot Fromeyer., Fiscal Officer of Franklin Township, Warren County, Ohio, hereby certify that this is a true and accurate copy of a Resolution duly adopted by the Board of Trustees of Franklin Township, County of Warren, Ohio, at its regularly scheduled meeting on June 28, 2023.

Date: 6/28/2023



Scot Fromeyer, Fiscal Officer

APPROVE A STREET AND APPURTENANCES (INCLUDING SIDEWALKS) BOND RELEASE FOR TIMBERWIND, LLC, FOR COMPLETION OF IMPROVEMENTS IN TARA ESTATES, NO. 3, PHASE 2 SITUATED IN FRANKLIN TOWNSHIP.

~~NOW~~ BE IT RESOLVED, upon recommendation of the Warren County Engineer, to approve the following street and appurtenances bond release¹:

BOND RELEASE

Bond Number : 21-007 (P/S) ✓
Development : Tara Estates, No. 3, Phase 2 ✓
Developer : Timberwind, LLC ✓
Township : Franklin ✓
Amount : \$95,224.91 ✓
Surety Company : Civista Bank – Cashier’s Check #1520577

(2)

RECEIVED
2023 AUG 27 AM 10:28
79-48-000000

Recommended by:

WARREN COUNTY ENGINEER

Neil F. Tunison 1/8/23

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

Date
8/21/23

Cc: Timberwind, LLC, Attn: Jim Luers, 1650 W. Pekin Rd., Lebanon, OH 45036
OMB – S. Spencer
Engineer (file)
Bond Agreement file

¹ This document is for recommendations purposes only and shall not be construed as approval of a Surety Bond release.

APPROVE TIMBER WOLF DRIVE AND TIMBER VALLEY DRIVE IN TARA ESTATES NO. 3, PHASE 2 FOR PUBLIC MAINTENANCE BY FRANKLIN TOWNSHIP

WHEREAS, the Warren County Engineer has verified that Timber Wolf Drive and Timber Valley Drive have been constructed in compliance with the approved plans and specifications; and¹

Street Number	Street Name	Street Width	Street Mileage
2392-T	Timber Wolf Drive	0'-29'-0'	0.009
2439-T	Timber Valley Drive	0'-29'-0'	0.273

NOW THEREFORE BE IT RESOLVED, to accept the above street names for public maintenance by Franklin 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.

Recommended by:

WARREN COUNTY ENGINEER



Neil F. Tunison, P.E., P.S. Date

8/2/23

cc: Map Room (Certified copy)
Township Trustees
Engineer (file)
Developer
Bond Agreement file

RECEIVED
2023 AUG 23 AM 10:28

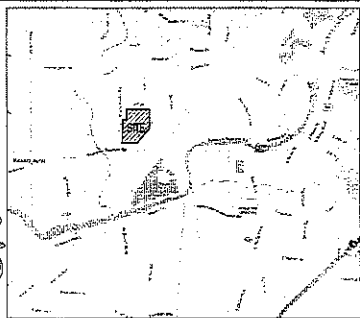
¹ This document is for recommendations purposes only and shall not be construed as approval of an approval of street maintenance.

TARA ESTATES NO. 3, PHASE 2

SECTION 5, TOWN 1N, RANGE 5E

FRANKLIN TOWNSHIP, WARREN COUNTY, OHIO

JULY 2018



VICINITY MAP
(not to scale)

PROPERTY INFORMATION

SIDWELL NO. _____
 TIMBERWIND, LLC
 OFFICIAL RECORD 3205, PAGE 48

CONT. 21.4867 AC. GROSS
 -1.0284 AC. R/W STREETS
 20.4583 AC. NET IN LOTS

DEDICATION

WE, THE UNDERSIGNED, BEING ALL THE OWNERS AND LIEN HOLDERS OF THE LANDS HEREIN PLATTED, DO HEREBY VOLUNTARILY CONSENT TO THE EXECUTION OF THE SAID PLAT AND DO DEDICATE THE STREETS, PARKS OR PUBLIC GROUNDS AS SHOWN HEREON TO THE PUBLIC USE FOREVER.

ANY "PUBLIC UTILITY EASEMENTS" AS SHOWN ON THIS PLAT ARE FOR THE PLACEMENT OF PUBLIC UTILITIES, SIDEWALKS AND TRAILS AND FOR THE MAINTENANCE AND REPAIR OF SAID UTILITIES, SIDEWALKS, AND TRAILS. THIS EASEMENT AND ALL OTHER EASEMENTS SHOWN ON THIS PLAT, UNLESS DESIGNATED FOR A SPECIFIC PURPOSE, ARE FOR THE CONSTRUCTION, OPERATION, MAINTENANCE, REPAIR, REPLACEMENT OR REMOVAL OF WATER, SEWER, GAS, ELECTRIC, TELEPHONE, CABLE TELEVISION, OR OTHER UTILITY LINES OR SERVICES, SIDEWALKS, TRAILS, STORMWATER DISPOSAL AND FOR THE EXPRESS PRIVILEGE OF CUTTING, TRIMMING OR REMOVING ANY AND ALL TREES OR OTHER OBSTRUCTIONS WITHIN SAID EASEMENT, OR IMMEDIATELY ADJACENT THERETO, TO THE FREE USE OF SAID EASEMENTS OR ADJACENT STREETS AND FOR PROVIDING INGRESS AND EGRESS TO THE PROPERTY FOR SAID PURPOSES AND ARE TO BE MAINTAINED AS SUCH FOREVER. NO BUILDINGS OR OTHER STRUCTURES MAY BE BUILT WITHIN SAID EASEMENTS, NOR MAY THE EASEMENT AREA BE PHYSICALLY ALTERED SO AS TO (1) REDUCE CLEARANCES OF EITHER OVERHEAD OR UNDERGROUND FACILITIES; (2) IMPAIR THE LAND SUPPORT OF SAID FACILITIES; (3) IMPAIR ABILITY TO MAINTAIN THE FACILITIES; OR (4) CREATE A HAZARD.

THE ABOVE PUBLIC UTILITY EASEMENTS ARE FOR THE BENEFIT OF ALL PUBLIC UTILITY PROVIDERS INCLUDING, BUT NOT LIMITED TO, DUKE ENERGY OHIO, INC., UNITED TELEPHONE, TIME WARNER CABLE, AND WARREN COUNTY.

TIMBERWIND, LLC

By: James K. Luers
 JAMES K. LUERS LLC

NOTARY CERTIFICATE

STATE OF Ohio
 COUNTY OF Warren

BE REMEMBERED THAT ON THIS 17th DAY OF August, 2018, BEFORE ME A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE PERSONALLY CAME TIMBERWIND, LLC, AS REPRESENTED BY JAMES K. LUERS, JAMES K. LUERS, WHO KNOWS AND ACKNOWLEDGED THE SIGNING AND EXECUTION OF THE FOREGOING INSTRUMENT TO BE THEIR VOLUNTARY ACT AND DEED. IN TESTIMONY WHEREOF, I HAVE HERETO SET MY HAND AND AFFIXED MY NOTARIAL SEAL ON THE DAY AND YEAR LAST AFORESAID.

Notary Public Signature: James K. Luers (printed)
 MY COMMISSION EXPIRES: 7/10/2028

MORTGAGE TO: CIVISTA BANK
 OFFICIAL RECORD _____ PAGE _____

NOTARY CERTIFICATE

STATE OF _____
 COUNTY OF _____

BE REMEMBERED THAT ON THIS _____ DAY OF _____, 2018, BEFORE ME A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE PERSONALLY CAME CIVISTA BANK, WHO KNOWS AND ACKNOWLEDGED THE SIGNING AND EXECUTION OF THE FOREGOING INSTRUMENT TO BE THEIR VOLUNTARY ACT AND DEED. IN TESTIMONY WHEREOF, I HAVE HERETO SET MY HAND AND AFFIXED MY NOTARIAL SEAL ON THE DAY AND YEAR LAST AFORESAID.

Notary Public Signature: _____ (printed)
 MY COMMISSION EXPIRES: _____

BENCHMARK INFORMATION

BASED ON THE WARREN COUNTY GIS MONUMENT GPS NO. 254 (N.A.Y.D. '88 DATUM) ELEVATION OF GPS NO. 254 = 668.696

DESCRIPTION = THE STATION IS LOCATED JUST NORTH OF THE INTERSECTION OF FRANKLIN-TRENTON ROAD, AND HOBART ROAD. THE STATION IS A CONCRETE MONUMENT WITH AN ALUMINUM DISK SET +/- 0.2' BELOW GRADE AND IS STAMPED WARREN CO. GIS, GPS 254, 1995

DEED REFERENCE

SITUATED IN SECTION 5, TOWN 1 NORTH, RANGE 5 EAST, FRANKLIN TOWNSHIP, WARREN COUNTY, OHIO, AND BEING 21.4867 OF AN ORIGINAL 64 ACRE TRACT (52.3878 ACRES CONVEYED) TO TIMBERWIND, LLC AS RECORDED IN OFFICIAL RECORD VOLUME 3205, PAGE 48, RECORDS OF THE RECORDER'S OFFICE OF WARREN COUNTY, OHIO.

DRAINAGE STATEMENT

UNLESS OTHERWISE DESIGNATED ON THIS PLAT, A FIFTEEN (15) FOOT WIDE DRAINAGE EASEMENT SHALL EXIST ALONG ALL COMMON REAR LOT LINES AND A TEN (10) FOOT WIDE DRAINAGE EASEMENT SHALL EXIST ALONG ALL COMMON SIDE LOT LINES, WITH THE COMMON LINE BEING THE CENTERLINE OF SAID EASEMENT.

THE EASEMENT AREAS SHALL BE MAINTAINED CONTINUOUSLY BY THE LOT OWNER(S), WITHIN THE EASEMENTS, NO STRUCTURE, PLANTING, FENCING, CULVERT, OR OTHER MATERIAL SHALL BE PLACED OR PERMITTED TO REMAIN WHICH MAY OBSTRUCT, RETARD, OR DIVERT THE FLOW THROUGH THE WATERCOURSE.

THE WARREN COUNTY COMMISSIONERS AND THE BOARD OF TRUSTEES ASSUME NO LEGAL OBLIGATION TO MAINTAIN OR REPAIR ANY OPEN DRAIN, DITCHES OR WATERCOURSE WITHIN THE EASEMENT AREA UNLESS NOTED OTHERWISE ON THIS PLAT. HOWEVER, WHEN THE PLATTED RIGHT-OF-WAY AREA HAS BEEN PREVIOUSLY ACCEPTED FOR PUBLIC MAINTENANCE BY RESOLUTION OF THE BOARD OF TOWNSHIP TRUSTEES, THE BOARD OF TRUSTEES OR THEIR REPRESENTATIVES MAY ENTER UPON AND INSPECT THESE EASEMENT AREAS AND IN ACCORDANCE WITH SECTION 5589.05 OF THE OHIO REVISED CODE, MAY REMOVE OR CAUSE THE REMOVAL OF AN OBSTRUCTION ADVERSELY IMPACTING AN AREA WITHIN THE PUBLIC RIGHT-OF-WAY.

UNTIL THE EXPIRATION OF THE PUBLIC IMPROVEMENT MAINTENANCE BONDING PERIOD, THE DEVELOPER (OR THEIR AGENTS) RESERVES THE RIGHT TO ENTER UPON ALL LOTS TO ESTABLISH OR RE-ESTABLISH DRAINAGE SWALES WITHIN ALL DRAINAGE EASEMENTS, FOR THE PURPOSE OF CONTROLLING AND DIRECTING STORMWATER TO COLLECTION FACILITIES OR DRAINAGE CHANNELS.

THE PUBLICLY-MAINTAINED PORTION OF THE STORM SEWER SYSTEM WILL INCLUDE STORM DRAINS, CULVERTS, SEWERS, FORCE MAINS, PUMP STATIONS, AND RIGHT-OF-WAY OR THE PUBLIC UTILITY EASEMENT AREA ADJACENT TO THE ROAD RIGHT-OF-WAY WITH THE EXCEPTION OF SUMP MAINS AND CULVERTS FOR PRIVATE DRIVEWAYS. WHERE, IN LIEU OF AN OPEN DITCH, A DEVELOPER, BUILDER OR LOT OWNER INSTALLS A STORM DRAIN ON THE PROPERTY, THE STORM DRAIN SHALL BE DESIGNED BY A PROFESSIONAL ENGINEER TO ENSURE THE NEITHER THIS PROPERTY OR ADJACENT PROPERTIES ARE NEGATIVELY IMPACTED, AND THE LOT OWNER(S) MUST NOTE THAT THEY ARE RESPONSIBLE FOR MAINTAINING THE STORM DRAIN UNLESS NOTED OTHERWISE ON THE PLAT.

UTILITY STATEMENT

ALSO HEREBY GRANTED TO DUKE ENERGY OHIO, INC. AND ITS SUBSIDIARIES, SUCCESSORS, AND ASSIGNS IS THE RIGHT TO LATERALLY EXTEND, REPAIR, AND MAINTAIN NATURAL GAS SERVICES TO SERVE INDIVIDUAL LOTS AS CONSTRUCTED BY THE ORIGINAL BUILDER ALLOWING DISTURBANCE ONLY OVER EXISTING SERVICE LINES NECESSARY FOR THE REPAIR ONLY ON THE LOT ON WHICH THE SERVICE IS LOCATED. RECONSTRUCTION OR RELOCATION IS PERMISSIBLE ONLY WITH THE WRITTEN PERMISSION OF THE PARCEL OWNER AND SAID UTILITY PROVIDER TO A MUTUALLY AGREEABLE LOCATION. NO PART OF THE UTILITY EASEMENTS SHALL ENCUMBER EXISTING BUILDINGS OR ADJOINING LOTS.

HOME OWNERS ASSOCIATION STATEMENT

A HOME OWNERS ASSOCIATION (HOA) CONSISTING OF ALL OWNERS OF THE LOTS IN THIS PLAT, AS ESTABLISHED BY THE RECORDING OF THIS PLAT IN THE WARREN COUNTY RECORDER'S OFFICE, IS RESPONSIBLE FOR OWNERSHIP AND MAINTENANCE OF COMMON RESERVE AREA, A STORM WATER DRAINAGE MANAGEMENT FACILITIES LOCATED WITHIN IT THAT ARE OUTSIDE OF PUBLIC ROAD RIGHT-OF-WAY, AND ANY OTHER COMMON FACILITIES AND AMENITIES LOCATED IN THAT AREA, AS MAY BE AMENDED IN THE FUTURE UPON APPROVAL BY THE PLANNING AUTHORITY OF JURISDICTION.

PUBLIC SANITARY SEWER EASEMENT STATEMENT

ANY "PUBLIC SANITARY SEWER EASEMENT" AS SHOWN ON THIS PLAT IS GRANTED IN FAVOR OF THE WARREN COUNTY BOARD OF COUNTY COMMISSIONERS. THE EASEMENT GRANTS WARREN COUNTY, ITS EMPLOYEES OR AGENTS, THE RIGHT TO ACCESS, SURVEY, CONSTRUCT, USE, OPERATE, INSPECT, MAINTAIN, REPAIR, REPLACE, AND REMOVE SANITARY SEWERS, FORCE MAINS, PUMP STATIONS, AND ALL NECESSARY RELATED ABOVE AND BELOW GROUND APPURTENANCES AND FOR THE EXPRESS PRIVILEGE OF CUTTING, TRIMMING OR REMOVING ANY AND ALL TREES OR OTHER OBSTRUCTIONS WITHIN SAID EASEMENT, OR IMMEDIATELY ADJACENT THERETO, TO THE FREE USE OF SAID EASEMENTS AND FOR PROVIDING INGRESS AND EGRESS TO THE PROPERTY FOR SAID PURPOSES AND ARE TO BE MAINTAINED FOR PUBLIC USE FOREVER. NO BUILDING OR OTHER STRUCTURES MAY BE BUILT WITHIN SAID EASEMENTS, NOR MAY THE EASEMENT AREA BE PHYSICALLY ALTERED SO AS TO (1) REDUCE CLEARANCES OF EITHER OVERHEAD OR UNDERGROUND FACILITIES; (2) MODIFY THE AMOUNT OF COVER OVER THE UTILITY LINES; (3) IMPAIR ABILITY TO MAINTAIN THE FACILITIES OR (4) CREATE A HAZARD.

COUNTY COMMISSIONERS

WE, THE BOARD OF COUNTY COMMISSIONERS OF WARREN COUNTY, OHIO DO HEREBY APPROVE THIS PLAT ON THIS

21st DAY OF August, 2018.

COMMISSIONERS: [Signatures]

APPROVALS

WARREN COUNTY REGIONAL PLANNING COMMISSION

THIS PLAT WAS APPROVED BY THE WARREN COUNTY REGIONAL PLANNING

COMMISSION ON THIS 17th DAY OF August, 2018.

By: [Signature]
 EXECUTIVE DIRECTOR

COUNTY ENGINEER

I HEREBY APPROVE THIS PLAT ON THIS 17th DAY OF August, 2018.

By: [Signature]
 NEIL TUNISON
 COUNTY ENGINEER

WARREN COUNTY ZONING INSPECTOR

I HEREBY APPROVE THIS PLAT ON THIS 17th DAY OF August, 2018.

By: [Signature]
 WARREN COUNTY
 ZONING INSPECTOR

COUNTY SANITARY ENGINEER

I HEREBY APPROVE THIS PLAT ON THIS 17th DAY OF August, 2018.

By: [Signature]
 CHRIS R. GAUSCH
 COUNTY SANITARY ENGINEER

COUNTY AUDITOR

TRANSFERRED ON THIS 27th DAY OF August, 2018 AT 11:12 a.m.

By: [Signature] [Signature]
 COUNTY AUDITOR DEPUTY

COUNTY RECORDER

FILE NO. 2018-024467

RECEIVED ON THIS 21st DAY OF August, 2018 AT 11:12 a.m.

RECORDED ON THIS 27th DAY OF August, 2018 AT 11:12 a.m.

RECORDED IN PLAT BOOK NO. 98 ON PAGE NO. 678.

FEES: 3259.20

By: [Signature] [Signature]
 COUNTY RECORDER DEPUTY

SURVEYORS CERTIFICATION

I HEREBY CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THE ACCOMPANYING PLAT IS A CORRECT RETURN OF A SURVEY MADE UNDER MY DIRECT SUPERVISION.

By: [Signature] [Signature] 7/23/2018
 ERIC M. LANG DATE
 REG. SURVEYOR #8408 IN THE STATE OF OHIO

OLD 333618 ac. R. 02-05-101-019

LOT NO.	ACRAGE	SIDWELL NUMBER
43	0.5507	02-05-326-016
44	0.3807	02-05-326-017
45	0.3744	02-05-326-018
46	0.3853	02-05-326-019
47	0.3719	02-05-326-020
48	0.3719	02-05-326-021
49	0.3853	02-05-326-022
50	0.3888	02-05-326-023
51	0.3737	02-05-326-024
52	0.4242	02-05-326-025
53	0.4270	02-05-326-026
54	0.4247	02-05-326-027
55	0.3559	02-05-326-028
56	0.3559	02-05-326-029
57	0.3559	02-05-326-030
58	0.3778	02-05-326-031
59	0.4176	02-05-326-032
60	0.3527	02-05-326-033
61	0.3527	02-05-326-034
62	0.3527	02-05-326-035
63	0.3527	02-05-326-036
64	0.3534	02-05-326-037
65	0.3534	02-05-326-038
66	0.3534	02-05-326-039
67	0.3534	02-05-326-040
68	0.3534	02-05-326-041
69	0.3548	02-05-326-042
70	0.3534	02-05-326-043
71	10.6196	02-05-326-044
72	1.0284	02-05-680-001

REM. 11.8951 ac. 02-05-301-020

22 Aug. 2018 (65)

OWNER/DEVELOPER:
 TIMBERWIND, LLC
 1650 W. PEKIN ROAD
 LEBANON, OH 45036
 (937)602-7902
 CONTACT: JAMES K. LUERS

CIVIL SITE ENGINEER:
 P/L SERVICES
 1947 GREENTREE ROAD
 LEBANON, OH 45036
 CONTACT: ERIC M. LANG
 812-584-4271

P&L Services
 1947 Greentree Rd.
 Lebanon OH 45036
 Tel: 513-923-2572 email: p22@hotmail.com
 Tel: 812-486-5421 email: p@gmail.com

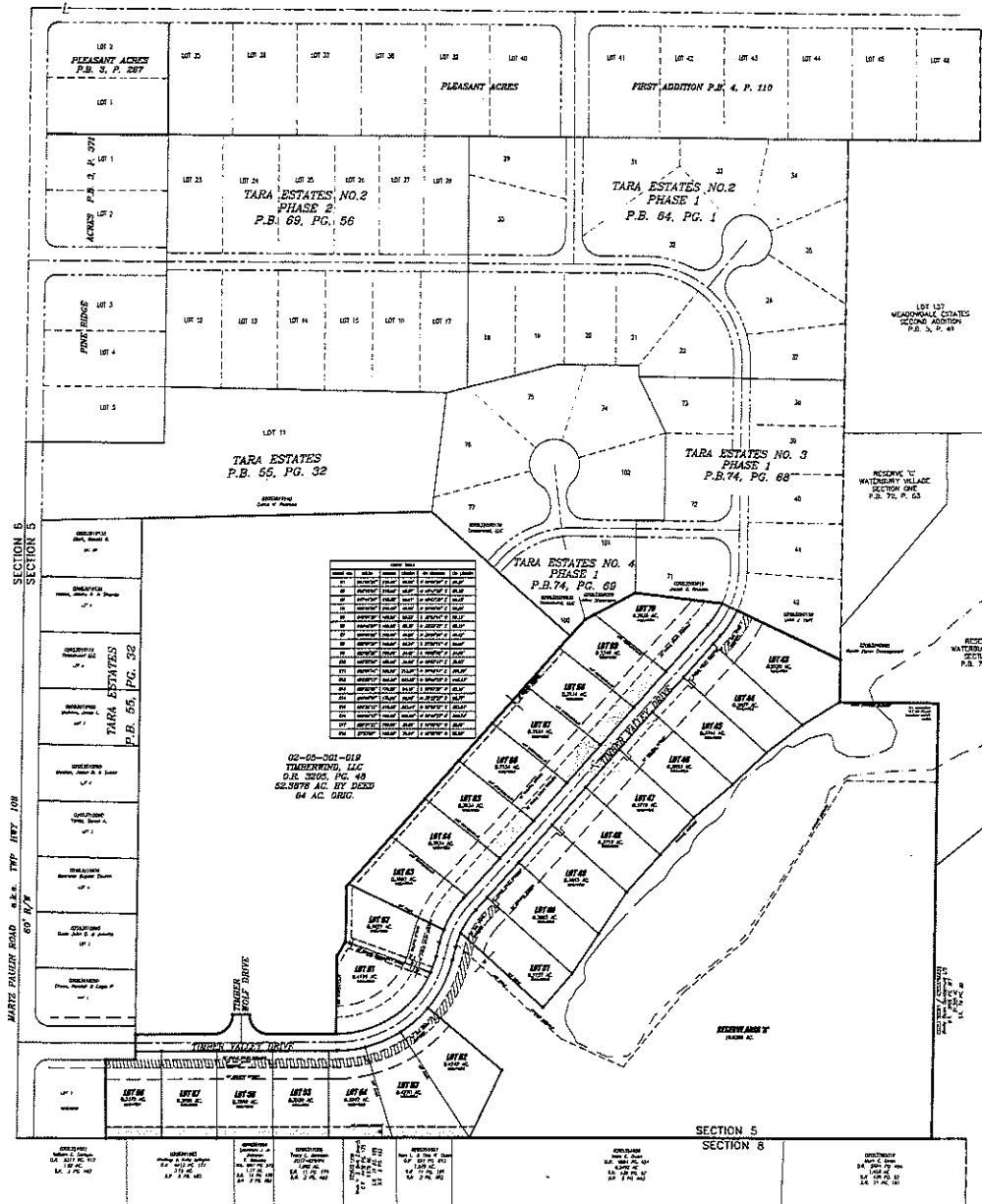
TARA ESTATES NO. 3,
 PHASE 2
 BEING A RECORDED PLAT
 SCHEDULE 5, TOWN 1N, RANGE 5E
 Franklin Township, Warren County, Ohio (JULY 2018)



ISSUE DATE: JUL 23, 2018
 JOB NO.: 17-DAA
 DRAWN BY: SCS
 CHECKED BY: DLA
 DATE:

V-101
 1 of 5

FILE LOCATION: L:\proj_data\2017\071717\TARA PHASE 2.dwg



P&L Services
 1947 Greenlows Rd
 Lebanon OH 45036
 Tel: 513-528-5472 email: p2@plmail.com
 Tel: 513-486-5441 email: p1@plmail.com

TARA ESTATES NO. 3, PHASE 2
 BEING AS RECORDED PLAT
 Section 5, Town 14, Range 5E
 Franklin County, Ohio (JULY 2018)



DATE: JULY 23, 2018
 JOB NO.: 17-038
 DRAWN BY: SVC
 CHECKED BY: DL

V-103
 3 of 3

98-8

The Board of Trustees of Franklin Township, County of Warren, Ohio, met at a regular session at 6:00 p.m. on July 26, 2023, at Franklin Township, Warren County, Ohio, with the following Trustees present:

Shane Centers - Trustee
Matthew Jennings - Trustee
Brian Morris - Trustee

Mr. Centers introduced the following resolution and moved its adoption:

**FRANKLIN TOWNSHIP, WARREN COUNTY OHIO
RESOLUTION NUMBER 01-07262023**

**A RESOLUTION ACCEPTING PUBLIC STREETS FOR MAINTENANCE AND
SETTING SPEED LIMITS ON SECTION No. 3 PHASE 2 IN THE TARA ESTATES
SUBDIVISION, FRANKLIN TOWNSHIP, WARREN COUNTY OHIO,
DISPENSING WITH THE SECOND READING AND DECLARING AN EMERGENCY**

WHEREAS, Warren County Commissioners have accepted the following streets in the Tara Estates subdivision and approved them for maintenance by Franklin Township and Franklin Township is accepting the same for maintenance Section No. 3 Phase 2,

NOW, THEREFORE, BE IT RESOLVED, by the Board of Township Trustees of Franklin Township, Warren County, Ohio:

SECTION 1. Franklin Township accepts Section No. 3 Phase 2. of the Tara Estates subdivision for maintenance.

SECTION 2. Section Section No. 3 Phase 2 of the Tara Estates subdivision,

Franklin Township is hereby established at twenty-five (25) miles per hour.

SECTION 3. The Trustees of Franklin Township, upon majority vote, do hereby dispense with the requirement that this Resolution be read on two separate days, and hereby authorize the adoption of this Resolution upon its first reading.

SECTION 4. This Resolution is hereby declared an emergency measure necessary for the immediate preservation of the peace, health, safety and welfare of Franklin Township. The reason for the emergency is to provide for an immediate establishment of a safe speed limit.

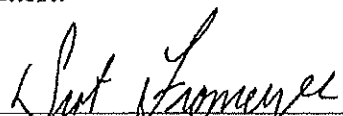
SECTION 5. This Resolution shall take effect on the earliest date allowed by law.

Mr. Morris seconded the Resolution and the following being called upon the question of its adoption, the vote resulted as follows:

Matthew Jennings –	Aye	<u>X</u>	Nay	<u> </u>
Brian Morris –	Aye	<u>X</u>	Nay	<u> </u>
Shane Centers –	Aye	<u>X</u>	Nay	<u> </u>

Resolution adopted this 26th day of July 2023.


Attest:



Scot Fromeyer, Fiscal Officer

I, Scot Fromeyer, Fiscal Officer of Franklin Township, Warren County, Ohio, hereby certify that this is a true and accurate copy of a Resolution duly adopted by the Board of Trustees of Franklin Township, County of Warren, Ohio, at its regularly scheduled meeting on July 26, 2023.

Date: 7/26/2023



Scot Fromeyer, Fiscal Officer

APPROVE VARIOUS RECORD PLATS

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

- Morgan’s Run Subdivision Replat – Harlan Township
- Sorum Alternative Plat – Turtlecreek Township

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

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

Resolution adopted this 8th day of August 2023.

BOARD OF COUNTY COMMISSIONERS

Tina Osborne, Clerk

cc: Plat File
RPC

WARREN COUNTY
 CLERK'S OFFICE
 2023 AUG - 8 PM 3:43
 OS

ACCEPT AN AMENDED CERTIFICATE AND APPROVE A SUPPLEMENTAL APPROPRIATION FOR GRANTS ADMINISTRATION FUND #2265

BE IT RESOLVED, to accept an amended certificate from the Warren County Budget Commission for Fund #2265 in the amount of \$774,307.88; and

BE IT FURTHER RESOLVED, to approve the following supplemental appropriation:

\$965,190.07 ✓ into #22653420-5317 ✓ (Non-Capital Purchases) ✓

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

M
M
M

Resolution adopted this ___ day of September 2023.

BOARD OF COUNTY COMMISSIONERS

Tina Osborne, Clerk

sm\

cc: Auditor _____
Amended Certificate file
Supplemental App file
Grants Administration (file)

APPROVE SUPPLEMENTAL APPROPRIATION INTO GENERAL FUND #11011110 ^{✓Commissioners}

BE IT RESOLVED, to approve the following supplemental appropriation in order to complete vacation payouts:

\$ 75,000.00 ✓ into #11011110-5882 ✓ (General – BOCC Vacation Leave Payout) ✓

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

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

Resolution adopted this day of August 2023.

BOARD OF COUNTY COMMISSIONERS

Krystal Powell, Deputy Clerk

55

cc: Auditor _____
Supplemental Appropriation file
Airport (file) Commissioners' file
OMB – S. Spencer

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

BE IT RESOLVED, to approve the following appropriation adjustment from Commissioners Fund #11011110 into Juvenile Court Fund #11011240 in order to process vacation leave payout for Michael Highley, former employee of the Juvenile Court:

\$574.00 ✓ from #11011110-5882 ✓ (Commissioners – Vacation Leave Payout) ✓
into #11011240-5882 ✓ (Juvenile Court – Sick Leave Payout) ✓

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

Mr.
Mr.
Mr.

Resolution adopted this day of August 2023.

BOARD OF COUNTY COMMISSIONERS

Krystal Powell, Deputy Clerk

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

APPROVE APPROPRIATION ADJUSTMENT FROM COMMISSIONERS GENERAL FUND #11011110 INTO JDC FUND #11012600

BE IT RESOLVED, to approve the following appropriation adjustment from Commissioners Fund #11011110 into JDC Fund #11012600 in order to process sick and vacation leave payout for Anthony Miller, former employee of the Juvenile Detention Center:

\$30,494.00 ✓ from #11011110-5882 ✓ (Commissioners – Vacation Leave Payout) ✓
into #11012600-5882 ✓ (JDC – Vacation Leave Payout) ✓

\$10,241.00 ✓ from #11011110-5881 ✓ (Commissioners – Sick Leave Payout) ✓
into #11012600-5881 ✓ (JDC – Sick Leave Payout) ✓

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

Mr.
Mr.
Mr.

Resolution adopted this day of August 2023.

BOARD OF COUNTY COMMISSIONERS

Krystal Powell, Deputy Clerk

cc: Auditor _____
Appropriation Adjustment file
JDC (file)
OMB

CASE # 101-2023**Site Plan Review- Shaker Woods****APPLICANT/OWNER/AGENT**

The Drees Company, PAP Oil Company, LLC.

TOWNSHIP

Turtlecreek

PROPERTY LOCATION**ADDRESS**

Broadmoor Lane Road

PIN

08-31-300-014

PROPERTY SIZE

30.47 +/- Acres, 50' of frontage

CURRENT ZONING DISTRICT	MXU-C
FUTURE LAND USE MAP (FLUM) DESIGNATION	Turtlecreek- Single Family Residential
EXISTING LAND USE	Agricultural
SITE PLAN REQUESTED	Development of 73 single-family units.
ISSUE FOR CONSIDERATION	<ol style="list-style-type: none">1. Waiver for side yard setback.2. Compliance with the Shaker Woods PUD Standards and the Warren County Rural Zoning Code.

Review Process

Site Plan

**Board of County
Commissioners**

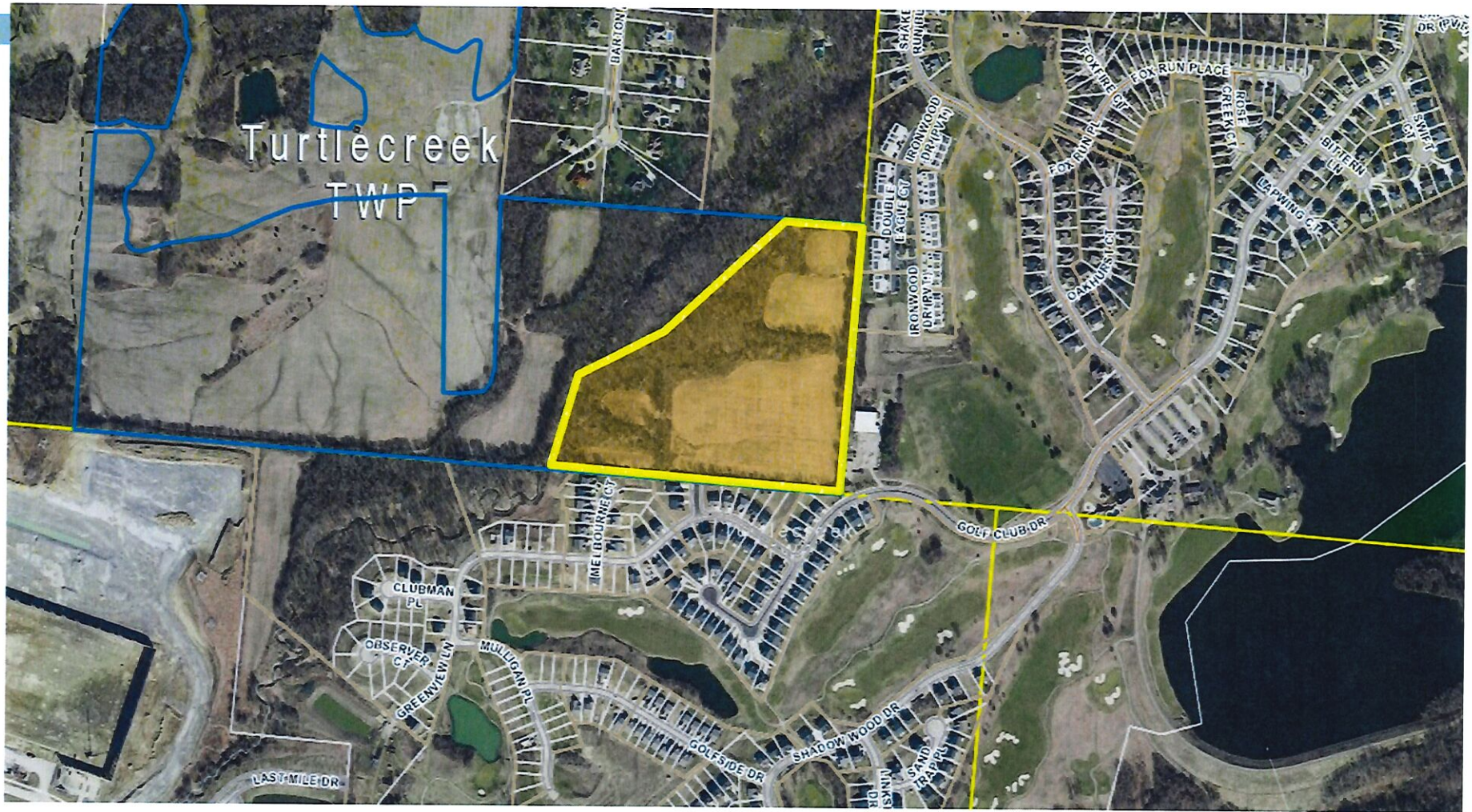
August 8, 2023

Preliminary Plan

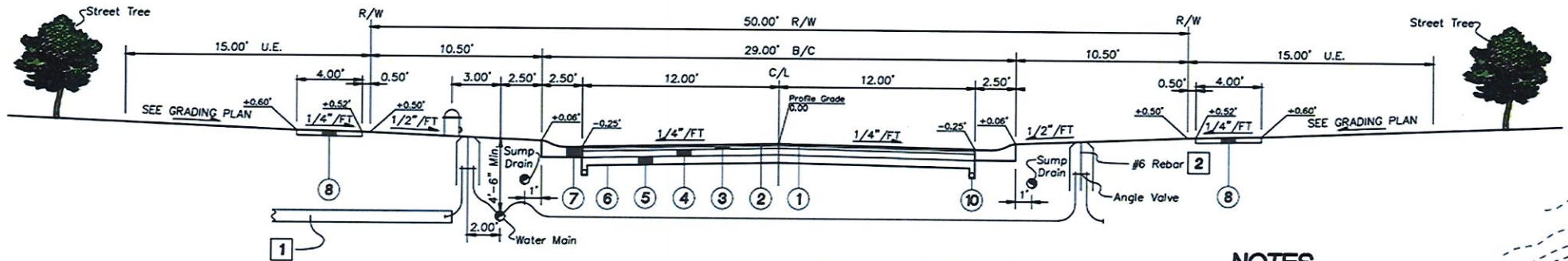
**Regional Planning
Commission**

Aerial Map

102-2021



Public Street Section



TYPICAL PUBLIC STREET SECTION

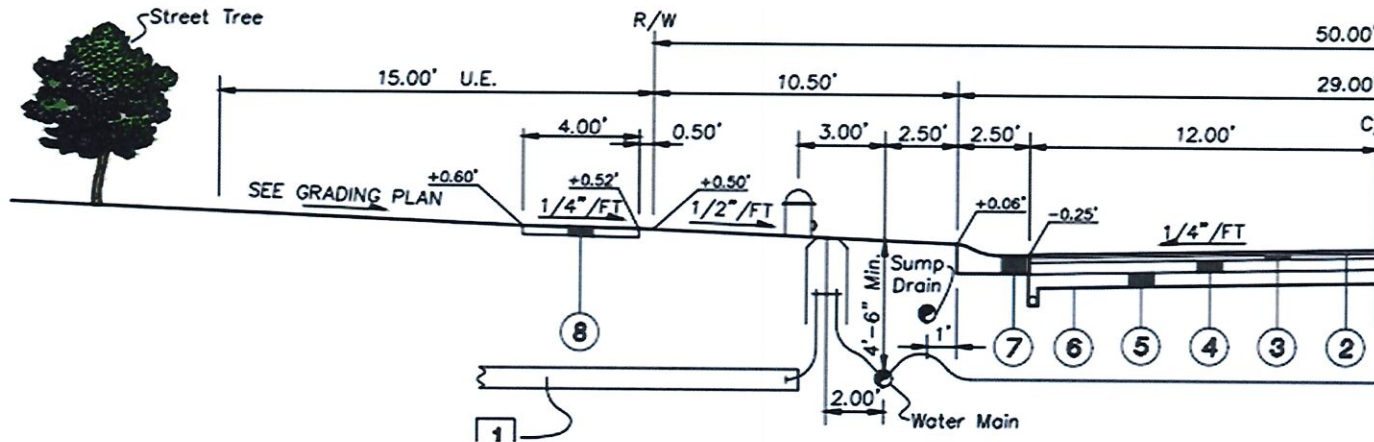
NOT TO SCALE

NOTES

- 1- Plastic tubing shall be 20'± long & extend (min of 12" into the lots) to clear telephone & electric easements (On electric side only)
- 2- #6 Rebar - Contractor shall install #6 Rebar 5' long vertically at angle valves

LEGEND

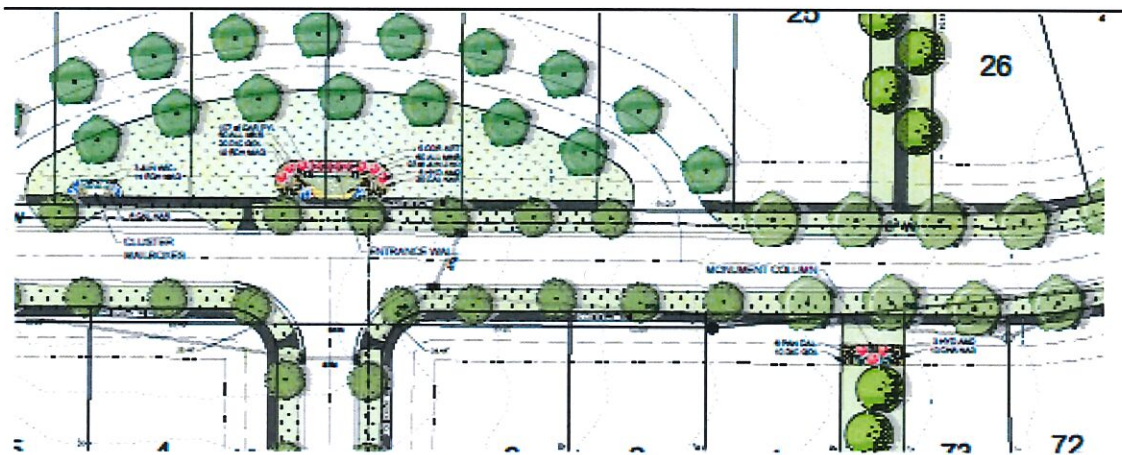
- 1- Item 448-(1 1/2") Asphalt Concrete, Surface Course, Type 1
- 2- Tack Coat MS-2, RS-1, or RC-250
- 3- Item 448-(2") Asphalt Concrete, Intermediate Course, Type 1
- 4- Item 301-(5") Bituminous Aggregate Base
- 5- Item 304-(6") Aggregate Base
- 6- Item 203 Subgrade Compaction
- 7- Type "C" Curb & Gutter (Warren County Standard)
- 8- Concrete Walk - 4" thick concrete sidewalk, widths as shown, Item 608, to be 1/2" higher than finished grade.
- 9- Item 301-(4") Bituminous Aggregate Base
- 10- Item 605-4" Underdrain invert 22" below edge of pavement



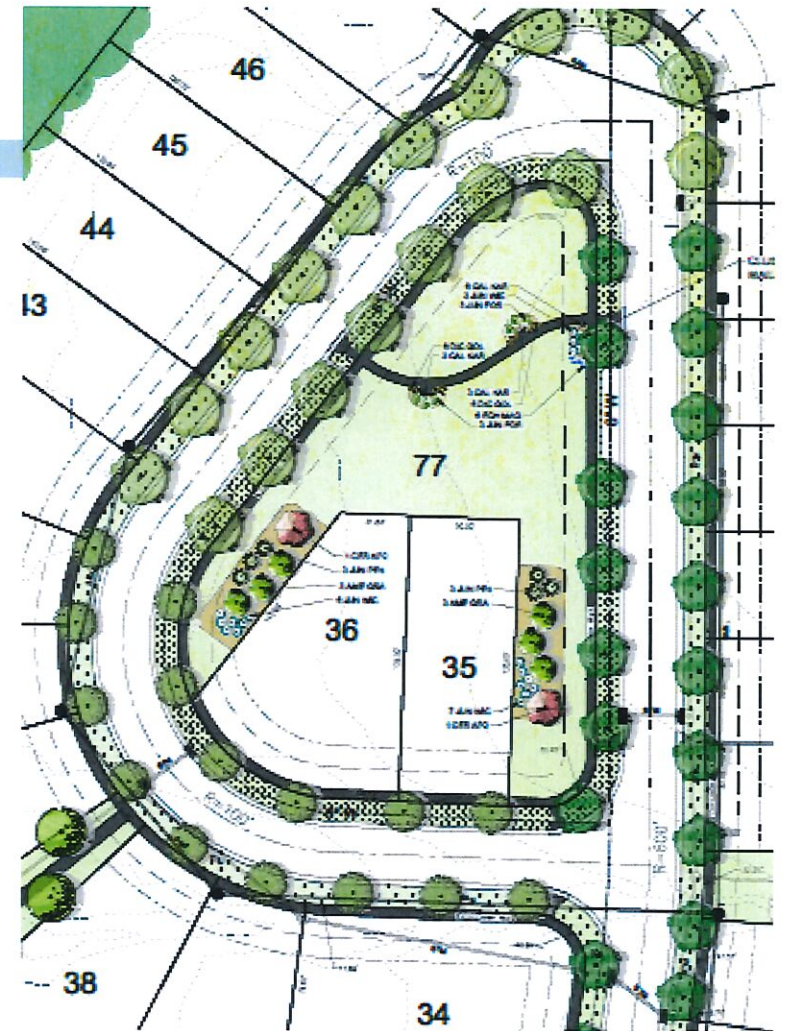
Site



Landscaping cont.

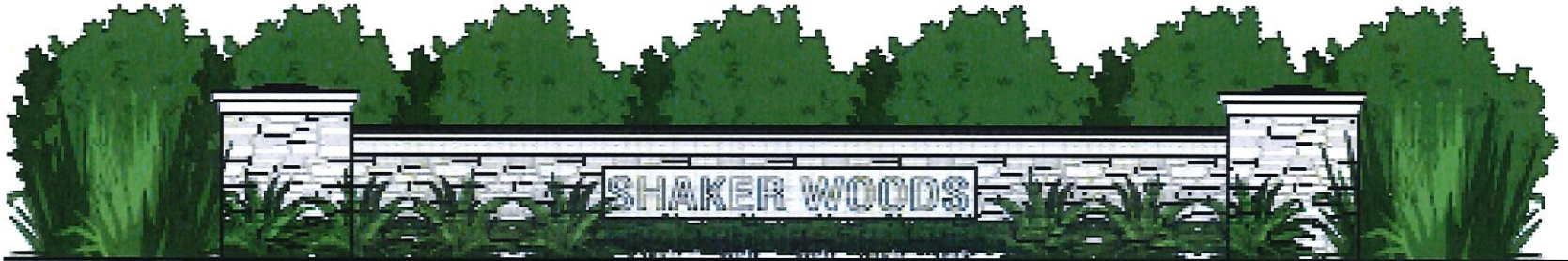


Planting Plan - Entrance



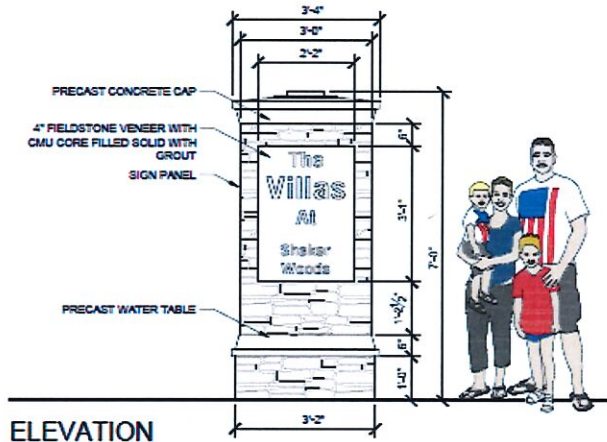
Planting Plan - Community Park

Signage



5 ELEVATION - ENTRY WALL
12'-10"

P-22396-04

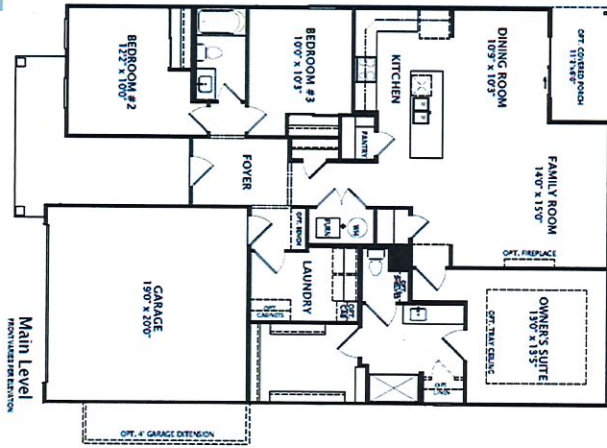


ELEVATION

Patio Home – 50' Wide Lots

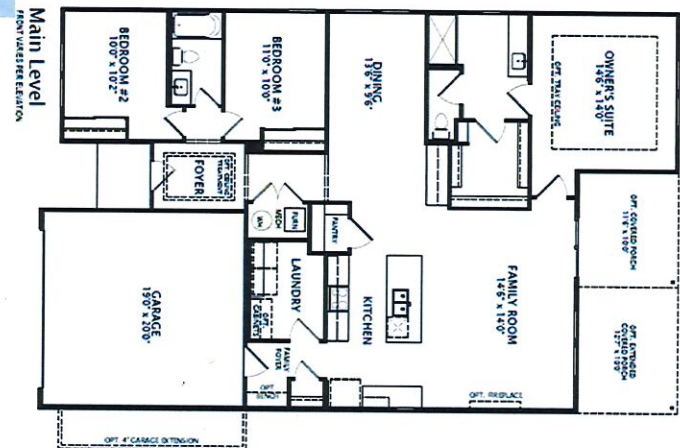
- **Home:** Approximately 1,530 SF – 1,860 SF
- Upgraded materials on front and High Impact façade (Stone, Brick, or Hardboard siding)
- Typically marketed toward Empty Nest buyer or those looking to downsize.
- Low-maintenance living – lawn mowing and snow pushing included through the HOA.
- **Patio homes have standard features that make them more adaptable to those with mobility issues.**
 - Slab construction with single story home plans (easier to make zero threshold)
 - Primary door widths are wider.
 - Options to add features to enhance adaptability (i.e., Grab Bars, Lever handles, etc.)

Patio Home



1001

New from the Architect



1002

New from the Architect



Single Family – 65' Wide Lots

- **Home:** Approximately 1,870 SF – 3,100 SF
- Upgraded materials on front and High Impact façade (Stone, Brick, or Hardboard siding)
- Typically marketed to families / move up buyer looking for large homes.
- Self-maintained lots
- Full Basements with option to finish.
- Mixture of Single Story and Two-Story floor plans

Waiver Request

The applicant is requesting a side yard setback of 5 feet instead of the required 15 feet.

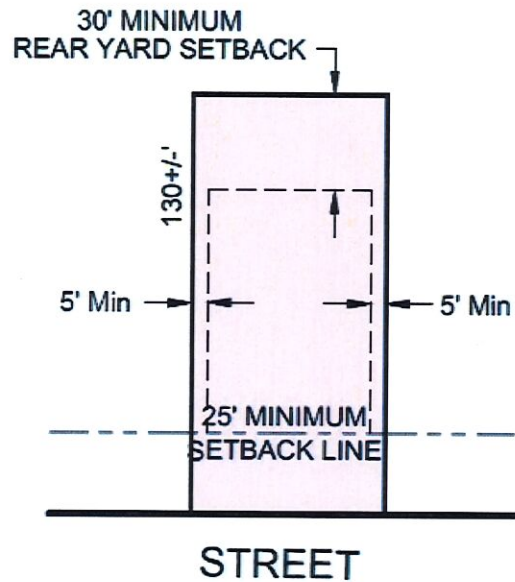
2.407.6 Integrated Development:

- (D) **Waiver of Development Standards:** The applicant may submit a proposal for waiver or reduction of the development standard for a proposed integrated project. **The approval authority [BOCC] may approve a waiver of the general development requirements**, for lighting, parking, signage, access, landscaping and buffer, height, lot size and development, or additional development requirements only upon finding that:
- (1) The proposed development represents an innovative use of site design, site access, circulation, building design, orientation, or building materials/landscaping which will enhance the area;
 - (2) The proposed development will not be injurious to the public health, safety, or general welfare of Warren County;
 - (3) The strict application of the general development requirements will result in a development which is undesirable when compared with the proposed development;
 - (4) The proposed development is consistent with and compatible with other development located in the area; and
 - (5) The proposed development is consistent with the suggestions of the Comprehensive Plan.

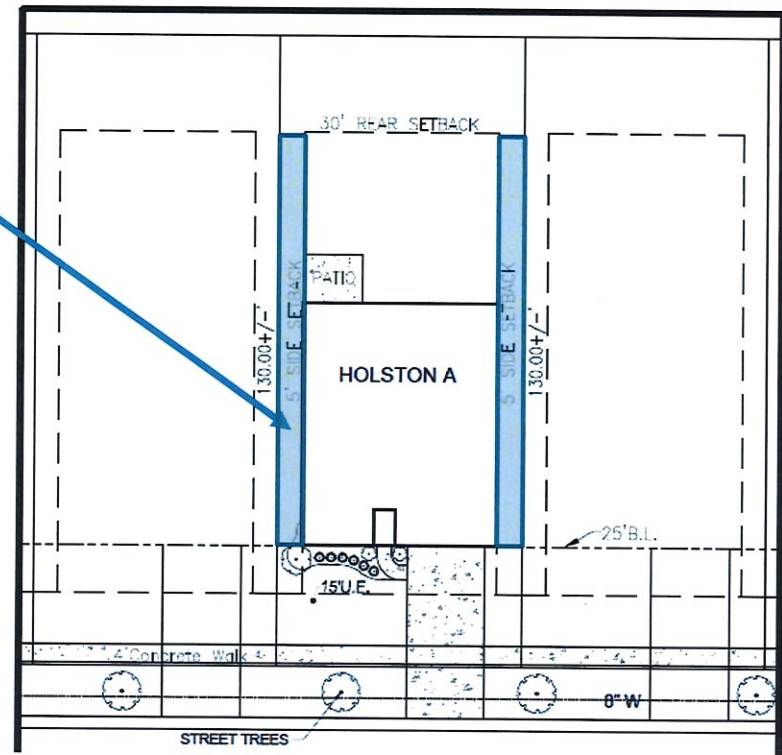
Typical Lot Layout & Design

PATIO HOME

6,500 S.F.(Min.)/0.149 Ac.(Min.)
Lot Frontage = 50'(Min.)*
Lot Width @ Front Setback = 50'(Min.)
Max Building Height = 35ft



5' Setback



Typical Lot Design & Layout

SINGLE FAMILY

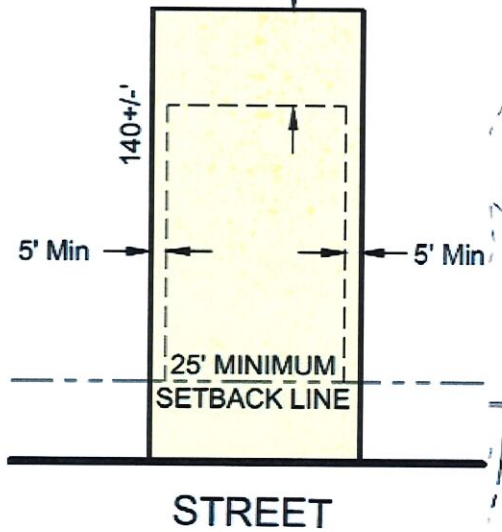
9,100 S.F.(Min.)/0.209 Ac.(Min.)

Lot Frontage = 65'(Min.)*

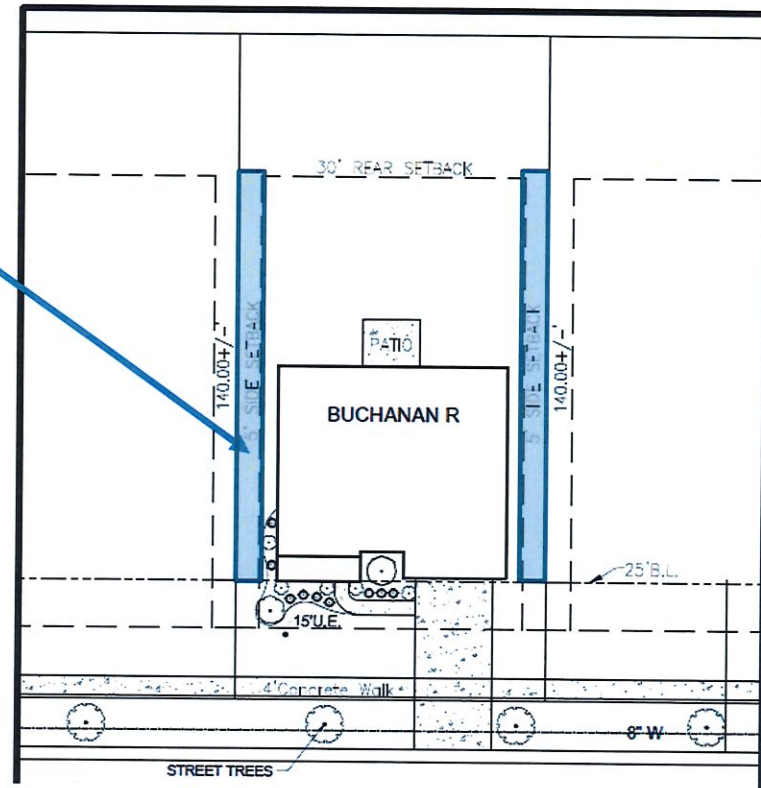
Lot Width @ Front Setback = 65'(Min.)

Max Building Height = 35ft

30' MINIMUM
REAR YARD SETBACK



5' Setback



Staff Summary

Location	Extending the stub street on Broadmoor in Shaker Run.
Parking	The required parking is 2 spaces per dwelling. All units will have driveway and garage parking.
Landscaping	Landscaping Plan complies with the requirements for street trees and around all signage.
Signage	The sign height, setback and square feet meets the requirements of the code.
Lighting	Residential lighting to be provided as in the rest of Shaker Run.
Service Structures	Each unit will have private trash service.

Site Plan Review Criteria – Section 1.303.6

The site plan review is conducted to determine anticipated impacts on the public health and safety, as well as the public convenience, comfort, prosperity, or general welfare, as applicable. The factors to be considered and weighed by the Approving Authority include but are not limited to the following, but no single factor controls in making a decision, nor must all of the factors support the decision:

(A) Adequacy of Information and Compliance with Zoning Code

(I) Exterior Lighting

(B) Design Layout Sufficiency and Sensitivity

(J) Signage

(C) Design Character, Operational Compatibility, and Coordination

(K) Public Service Impact

(D) Preservation of Significant Features

(L) Stormwater Drainage Stormwater Management Plan

(E) Pedestrian Access and Circulation

(M) Soil Erosion and Sediment Control

(F) Vehicular Access and Circulation Streets

(N) Emergency Access and Service Facilities and Public Safety

(G) Parking and Loading

(O) Building Design

(H) Landscaping and Screening

(P) Compliance with Public Health and Safety

Reviewing Departments

- Warren County Engineer
- Warren County Water and Sewer Department
- Warren County Soil and Water Conservation
- Warren County Regional Planning Commission
- Turtlecreek Township Trustees
- Turtlecreek Township Fire Department
- Warren County Combined Health District
- Warren County Building Department
- Warren County Sheriff

Department Comments –

Turtlecreek Township

- Not in support of development due to safety concerns.
- Increased traffic volume without additional access point.
- Adding 73 SF homes to the existing high density.
- Increased traffic volume in a challenged infrastructure system.
- Township support requires an access point from Greentree Road.



MR. JAMES VANDEGRIFT
MR. DANIEL JONES
MR. JONATHAN SAMS
MS. AMANDA CHILDERS

TRUSTEE
TRUSTEE
TRUSTEE
FISCAL OFFICER

July 31, 2023

Warren County Zoning Department
Attn: Michelle Tegtmeier
406 Justice Drive
Lebanon, Ohio 45036

Re: Shaker Woods Site Plan

Dear Ms. Tegtmeier,

The Board of Trustees of Turtlecreek Township have reviewed the site plan for the Drees Company's proposed Shaker Woods single family residential development.

The Board of Trustees of Turtlecreek Township are not in support of this development due to safety service concerns and increased traffic volume without an additional access point. This development would be adding an additional 73 single family homes into the existing high-density development of Shaker Run. The addition of these homes without an access point off of Greentree Road creates a safety issue and an increased volume of traffic in an existing infrastructure system that is challenged.

The Board of Trustees of Turtlecreek Township have discussed with Drees Company that the township would require an access point off of Greentree Road to support this development.

Lebanon City Schools

- Input & support for Drees Home proposed development at Shaker Run
- **Development over a 4–5-year period.** Helpful gradually increase the number of students over time.
- Appreciate plans to vary the homes between **single-family & patio**, which we hope will draw fewer school-aged children.
- Ensure that we have enough **space to** accommodate the need to **turn around a school bus** in the neighborhood without backing up.
- Consider a different layout that would eliminate the cul-de-sac & would extend the road to **make it a loop where turnarounds would not be necessary.**



Office of the Superintendent
160 Miller Road
Lebanon, Ohio 45036
513.934.5778

January 20, 2023

Warren County Regional Planning Commission and Turtlecreek Township Trustees:

This letter is to offer my input and support for Drees Home proposed development at Shaker Run off of Broadmoor Lane. I was approached recently by Mark Linger to discuss their proposed concept for patio homes and single family homes. Mark communicated their plan was to develop 25 single family homes and 45 patio homes in this development over a 4-5 year period. At the time of our meeting he indicated that their construction plan would include patio and single family homes in each phase, which was helpful for us to be able to gradually increase the number of students over time.

During this meeting I shared several concerns with Mr. Linger from the school perspective. Whenever new developments are planned we want to ensure that the developments fit within the current PUD and do not seek to increase the housing density already in place. It appears that their plan fits within the current mixed-use zoning and we appreciate their plan to vary the homes between single-family and patio, which we hope will draw fewer school-aged children. We also want to ensure that we have enough space to accommodate the need to turn around a school bus in the neighborhood without backing up. This is safer for pedestrians and for the bus operator because visibility is limited in these tight neighborhoods. Mr. Linger indicated that they would consider a different layout that would eliminate the cul-de-sac and would extend the road to make it a loop where turnarounds would not be necessary. I appreciated his willingness to work with us on this concern.

I am thankful for the opportunity to provide feedback before a project commences and I appreciate Mr. Linger's willingness to listen to our concerns. As a district we are not opposed to the growth taking place in our community, but we must be involved in the planning process. At this time, I have no further questions or concerns with the initial concept plan and would support them moving forward in the process with your review teams.

Sincerely,

Isaac W. SeEVERS
Superintendent

Butler County Water & Sewer

- Sewer service is available from Butler County.
- Sewer service is available from 8" gravity sewer main from two different locations.

CUSTOMER CARE

110 High Street
Hamilton, Ohio 45011

P: 513.687.3066
F: 513.785.5799

water@bcshio.us



September 08, 2022

Mark Linger
Drees Homes
211 Grandview Drive, Suite 100
Ft. Mitchell, KY 41017

Re: Sewer Availability for 5321 Greentree Rd; Parcel 83-12-000-130

Dear Mr. Linger:

Butler County Water & Sewer Department has sewer available for the proposed development of 71 Equivalent Residential Units on 30.47 Acres to be located at 5321 Greentree Rd.


Sewer service is available from an existing 8-inch gravity sewer main located on Melbourne Court. Sewer service is also available from an 8-inch gravity sewer main located on Broadmoor Lane. These two sewer mains are designed to have sufficient capacity to serve this development.

The extension of the sewer system for this proposed development will require the approval of separate legislation by the Butler County Board of Commissioners.

If you have any questions, please call this office at 513-785-5288.

Sincerely,

BUTLER COUNTY WATER & SEWER DEPARTMENT


Steven R. Thompson
Senior Engineer

Cc: Martha Shelby, P.E., Director
Jeff Frechtling, P.E., Engineering and Construction Manager
File

COMMISSIONER
Donald L. Dixon

COMMISSIONER
Cindy Carpenter

COMMISSIONER
T.C. Rogers

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Department Comments (RPC)

1. Compliance with the standards of the Warren County Rural Zoning Code; Section 1.303.3.
2. At the preliminary plan submittal, the applicant shall submit an updated plan shows:
 - a. A cross-section for the private driveway.
 - b. An access easement to the retention basin.
3. The installation and provision of water utilities shall be to the satisfaction of the Warren County Water Department.
4. The installation and provision of the sanitary sewer system shall be to the satisfaction of the Butler County Sewer Department.

Department Comments (RPC)

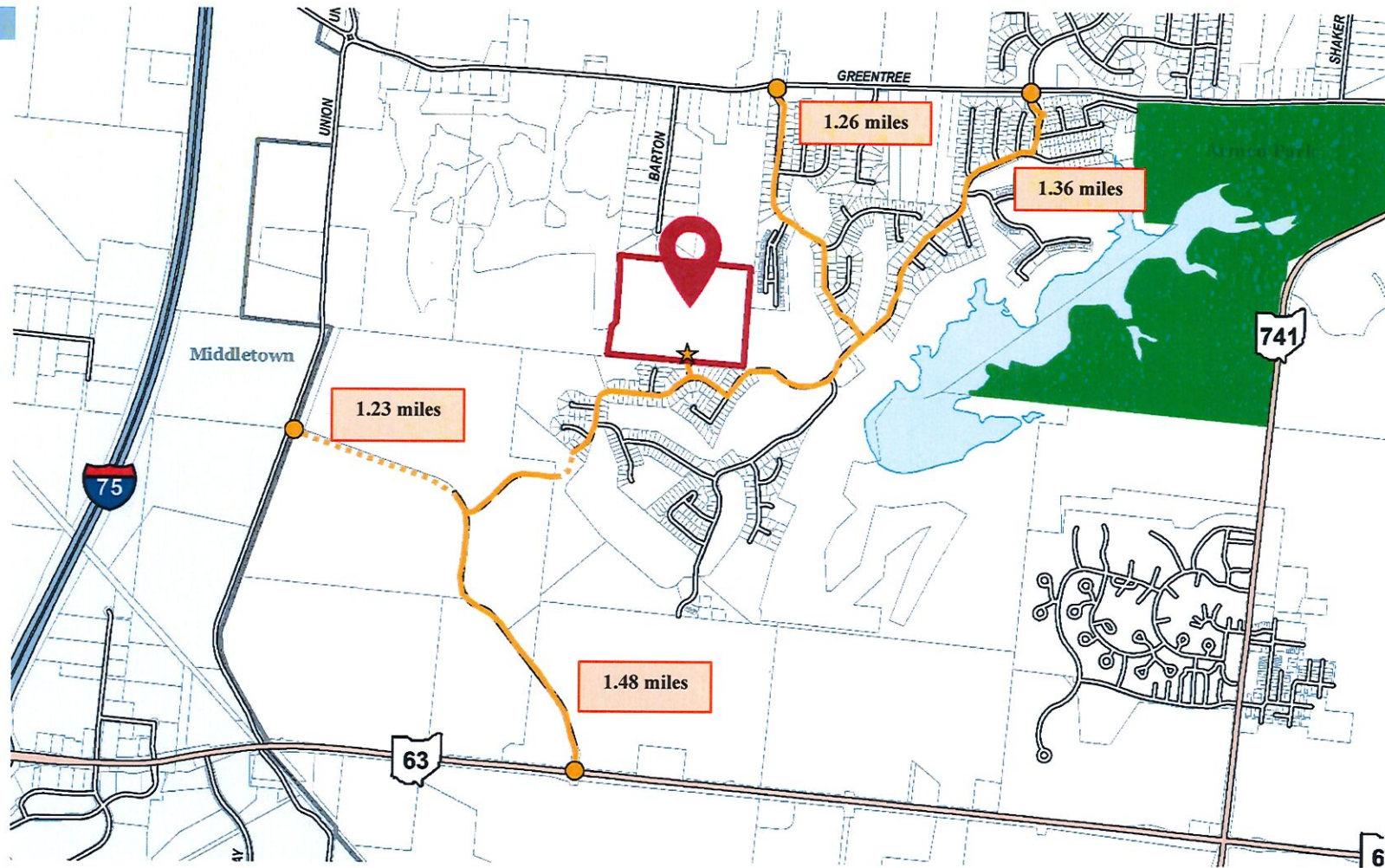
5. The trail and all open space amenities shall be constructed and completed at the time each phase is platted and shall be fully developed before the platting of 75% of the residential lots (55 lots).
6. The applicant shall receive approval of an Access Point Waiver Request at subdivision review and comply with the following:
 - A. A maximum of twenty-five (25) residential lots may be plated prior to the connection of Shaker Run Subdivision to Core 5 Industrial Park via Last Mile Drive.
7. The applicant shall receive approval of a variance from the required side yard setback.

ANY
QUESTIONS?



BACKUP SLIDES

Access To & From Major Roads



Sewer Service & FPA

- Butler County Sewer Service.
- LeSourdsville FPA.

