

Resolution

Number 24-0650

Adopted Date May 21, 2024

APPROVING A TEMPORARY PAY SUPPLEMENT FOR MICHELLE TEGTMEIER,
DIRECTOR OF BUILDING AND ZONING

WHEREAS, Ms. Tegtmeier has stepped in and is monitoring and guiding the operations of the Facilities Management Department, while the director is out, in addition to her duties within the Building and Zoning Department.

NOW THEREFORE BE IT RESOLVED, to approve the temporary pay supplement for Michelle Tegtmeier of \$1,000 per pay period effective pay period beginning May 04, 2024.

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

Resolution adopted this 21st day of May 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

HR:

cc: Building and Zoning (file)
Facilities Management file
M. Tegtmeier's Personnel file
OMB – Sue Spencer

Resolution

Number 24-0651

Adopted Date May 21, 2024

ACCEPTING THE RESIGNATION OF CHRISTOPHER MORGAN, EMERGENCY COMMUNICATIONS OPERATOR, WITHIN THE WARREN COUNTY DEPARTMENT OF EMERGENCY SERVICES, EFFECTIVE MAY 30, 2024

BE IT RESOLVED, to accept the resignation, of Christopher Morgan, Emergency Communications Operator, within the Warren County Department of Emergency Services, effective May 30, 2024.

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

Resolution adopted this 21st day of May 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Emergency Services (file)
C. Morgan's Personnel File
OMB – Sue Spencer
Tammy Whitaker

Resolution

Number 24-0652

Adopted Date May 21, 2024

ACCEPTING THE RESIGNATION OF ANDREW WARD, INFRASTRUCTURE SYSTEMS ANALYST, WITHIN THE WARREN COUNTY TELECOMMUNICATIONS DEPARTMENT, EFFECTIVE MAY 16, 2024

BE IT RESOLVED, to accept the resignation, of Andrew Ward, Infrastructure Systems Analyst, within the Warren County Telecommunications Department, effective May 16, 2024.

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 -- absent

Mr. Young -- yea

Mrs. Jones -- yea

Resolution adopted this 21st day of May 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Telecommunications (file)
A. Ward's Personnel File
OMB -- Sue Spencer
Tammy Whitaker

Resolution

Number 24-0653

Adopted Date May 21, 2024

CANCELLING THE REGULARLY SCHEDULED COMMISSIONERS' MEETING OF THURSDAY, MAY 23, 2024

BE IT RESOLVED, to cancel the regularly scheduled Commissioners' Meeting of Thursday, May 23, 2024.

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 – absent

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 21st day of May 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

/kp

cc: Auditor
Commissioners' file
Press

Resolution

Number 24-0654

Adopted Date May 21, 2024

SUPPORTING THE OHIO COMMISSION FOR THE UNITED STATES SEMIQUINCENTENNIAL (AMERICA 250-OH) AND APPROVAL TO SUBMIT AN APPLICATION TO BECOME AN AMERICA 250-OH COMMUNITY AND ESTABLISH A LOCAL AMERICA 250-WARREN COUNTY COMMITTEE

WHEREAS, the Ohio General Assembly and Governor created AMERICA 250-OH in Ohio Revised Code Section 149.309 to plan, encourage, develop, and coordinate the commemoration of the 250th anniversary of the United States and Ohio's integral role in that event and the role of its people on the nation's past, present and future; and

WHEREAS, AMERICA 250-OH strives to engage ALL Ohioans and ALL 88 counties through a variety of programs, projects, and events through 2026 by inspiring future leaders and celebrating Ohio's contributions to the nation over the past 250+ years; and

WHEREAS, Warren County has much to contribute to the nation's 250th anniversary including celebrating and promoting this historic event throughout its communities.

NOW THEREFORE BE IT RESOLVED, that Warren County hereby establishes a local AMERICA 250-Warren County Committee made up of a diverse group of citizens to work with AMERICA 250-OH on any and all activities within Warren County. The participants of the Warren County Committee will be strictly voluntary roles and there will be no compensation for participation; and

BE IT FURTHER RESOLVED, the County Commission approves the submission of an application and agrees to designate one or more county liaisons within 30 days of the adoption of this Resolution who will serve as the point of contact for all local organizations, stakeholders, and communities within their county; and

BE IT FURTHER RESOLVED, that a copy of this resolution be sent to the Warren County legislative delegation and AMERICA 250-OH Commission headquartered at 41 S. High St., Suite 250, Columbus, OH 43215.

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

Resolution adopted this 21st day of May 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: AMERICA 250-OH Commission
Commissioners' file

Resolution

Number 24-0655

Adopted Date May 21, 2024

APPROVING A NOTICE OF INTENT TO AWARD CONTRACT TO RACK AND BALLAUER EXCAVATING COMPANY, INC. FOR THE STATE ROUTE 48 -- MAINEVILLE WATERMAIN REPLACEMENT PROJECT

WHEREAS, pursuant to Resolution 24-0533, adopted April 16, 2024 this Board determined a real and present emergency exists based on evidence in the record that 12 watermain breaks, to date, have caused actual physical disaster to structures along State Route 48 in Maineville, and other residences and business structures in the same vicinity may imminently sustain actual physical disaster thereby necessitating this Board to approve the State Route 48 – Maineville Watermain Replacement Project without further delay, and proceed with hiring a contractor without competitive bidding; and

WHEREAS, cost proposals were solicited and received until 11:00 am on May 9, 2024, and the cost proposals were opened and read aloud for the State Route 48 – Maineville Watermain Replacement Project, and the results are on file in the Commissioners' Office; and

WHEREAS, upon review of such cost proposals by Kathryn Gilbert, Water and Sewer Staff Engineer, Rack and Ballauer Excavating Company, Inc. has been determined to be the best cost proposal.

NOW THEREFORE BE IT RESOLVED, upon recommendation of the Warren County Sanitary Engineer, that it is the intent of this Board to award the contract to Rack and Ballauer Excavating Company, Inc. for a total contract price of \$651,200.00; and

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

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

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

Resolution adopted this 21st day of May 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Water/Sewer (file)
OMB Project File

Resolution

Number 24-0656

Adopted Date May 21, 2024

APPROVING ADDENDA TO THE SUBGRANT AGREEMENT WITH WARREN COUNTY CHILDREN SERVICES ON BEHALF OF WARREN COUNTY HUMAN SERVICES

BE IT RESOLVED, to approve addenda to the Subgrant Agreement with Warren County Children Services, on behalf of Warren County Department of Human Services for TANF/TANF Admin/PRC beginning 10/01/23, ending 9/30/24; 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:

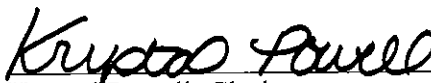
Mr. Grossmann – absent

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 21st day of May 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: c/a—Warren County Children Services
Children Services (file)
Human Services (file)

TANF/PRC CHILD WELFARE SUBGRANT AGREEMENT

ADDENDA TO AGREEMENT

Addenda Number 1:

Addenda Reason: Amount

Addenda Begin Date: 05/22/2024

Addenda Edn Date:

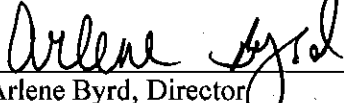
Decrease Amount: \$60,000.00

Addenda Reason Narrative:

Decrease the contract amount because total funds will not be needed.

SIGNATURE OF PARTIES

**WARREN COUNTY DEPARTMENT
OF JOB AND FAMILY SERVICES**


Arlene Byrd, Director


5/15/2024
Date

**WARRENCOUNTY
CHILDREN SERVICES**


Shawna Jones, Director

5-15-24
Date

**BOARD OF WARREN COUNTY
COMMISSIONERS**

* 
David G. Young, President

5-21-24
Date

Resolution

Number 24-0657

Adopted Date May 21, 2024

APPROVING ADDENDA TO THE SUBGRANT AGREEMENT WITH WARREN COUNTY CHILDREN SERVICES ON BEHALF OF WARREN COUNTY HUMAN SERVICES

BE IT RESOLVED, to approve addenda to the Subgrant Agreement with Warren County Children Services, on behalf of Warren County Department of Human Services for Title XX TANF Transfer services beginning 10/01/23, ending 9/30/24; 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 – absent
Mr. Young – yea
Mrs. Jones – yea

Resolution adopted this 21st day of May 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: c/a—Warren County Children Services
Children Services (file)
Human Services (file)

TITLE XX TANF TRANSFER SUBGRANT AGREEMENT

ADDENDA TO AGREEMENT

Addenda Number 1:

Addenda Reason: Amount

Addenda Begin Date: 05/22/2024

Addenda Edn Date:

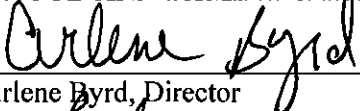
Increased Amount: \$200,000.00

Addenda Reason Narrative:

Need to increase the contract amount in order to cover costs of providing social services to Title XX TANF-Transfer eligible children.

SIGNATURE OF PARTIES

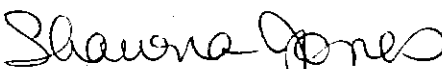
**WARREN COUNTY DEPARTMENT
OF JOB AND FAMILY SERVICES**



Arlene Byrd, Director
5/18/2024

Date

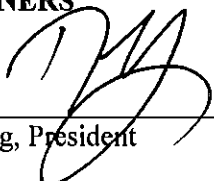
**WARRENCOUNTY
CHILDREN SERVICES**



Shawna Jones, Director
5-15-24

Date

**BOARD OF WARREN COUNTY
COMMISSIONERS**

* 

David G. Young, President
5-21-24

Date

Resolution

Number 24-0658

Adopted Date May 21, 2024

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

BE IT RESOLVED, to approve agreements and addendums with the following providers relative to home placement and related services for calendar year 2024-2025, on behalf of Children Services as attached hereto and made a part hereof:

1. Anchored Immense Movement LLC
2. Beech Acres
3. Unified Dwelling, LLC

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 – absent

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 21st day of May 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: c/a – Anchored Immense Movement LLC
c/a – Beech Acres
c/a – Unified Dwelling, LLC
Children Services (file)

Resolution

Number 24-0659

Adopted Date May 21, 2024

ENTERING INTO AN AGREEMENT WITH COBRA SYSTEMS, INC. TO PROVIDE SOFTWARE FOR A CASE MANAGEMENT SYSTEM ON BEHALF OF THE WARREN COUNTY CLERK OF THE COURTS

BE IT RESOLVED, to enter into an agreement with COBRA Systems, Inc. to provide software for a case management system on behalf of the Warren County Clerk of Courts; said agreement 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 – absent

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 21st day of May 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: c/a – COBRA Systems, Inc.
Clerk of Courts (file)

Resolution

Number 24-0660

Adopted Date May 21, 2024

APPROVING A TEMPORARY EASEMENT AGREEMENT WITH ERIN JOY BRODIE MORGAN FOR THE TOWNSHIP LINE ROAD BRIDGE #134-3.76 REPLACEMENT PROJECT

WHEREAS, in order to improve Township Line Road Bridge #134-3.76 it is necessary to construct a bridge replacement project, and in order to do this work it is necessary to enter onto property, which is owned by Erin Joy Brodie Morgan; and

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

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

Temporary Easement – 5-T 0.0094 acre

WHEREAS, the negotiated price for the temporary easement is \$450.00.

NOW THEREFORE BE IT RESOLVED, to approve a temporary easement agreement, a copy of which is attached hereto and made a part hereof, with Erin Joy Brodie Morgan for the Township Line Road Bridge Replacement project for the sum of \$450.00.

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

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

Resolution adopted this 21st day of May 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: c/a—Morgan, Erin Joy Brodie
Engineer (file)
Easement file

**EASEMENT AGREEMENT IN THE NAME OF AND FOR THE USE OF
THE WARREN COUNTY BOARD OF COUNTY COMMISSIONERS
P.I.N. #09-24-200-002 (Pt.)**

ARTICLES OF AGREEMENT

This Agreement is entered into the date stated below by Erin Joy Brodie Morgan, whose tax mailing address is 7003 Township Line Road, Waynesville, Ohio 45068 (the "Grantor"), and the Warren County Board of County Commissioners, whose mailing address is 406 Justice Drive, Lebanon, Ohio 45036 (the "Grantee").

The Purpose of this Agreement is to obtain the necessary exclusive and temporary easement for the Township Line Road Bridge #134-3.76 Replacement Project, being a part of a public roadway open to the public without charge.

That the Grantor, for and in consideration of the sum of Four Hundred and Fifty Dollars (\$450.00) and other considerations to them paid by the Grantee, the receipt and sufficiency of which are hereby stipulated, does hereby grant, bargain and sell, convey and release to the Grantee, its successors and assigns, an exclusive and temporary easement for the purpose of constructing and maintaining the necessary project improvements, in, on, over and under lands situated in Section 24, Town 4, Range 4, M.R.S., Clearcreek Township, Warren County, State of Ohio, and limited to the area more particularly described as follows:

EXCLUSIVE & TEMPORARY EASEMENT LEGAL DESCRIPTION

See Exhibit "A" for details.

See Exhibit "B" for drawing.

Upon completion of the project, the Grantee agrees to restore any disturbed property, with the exception of any trees, tree limbs and brush that are removed, to its original condition, but not

better than any pre-existing condition. Removal of any trees or brush will be kept to the minimal required for construction.

This Temporary Easement Agreement shall bind and inure to the benefit of each party hereto and their respective heirs, successors and assigns and shall terminate upon the completion of the Township Line Road Bridge #134-3.76 Replacement Project or December 31, 2025, whichever comes first.

Grantors waive an appraisal and/or summary of an appraisal required by Ohio Rev. Code § 163.04 (C), as permitted by the policy of the Warren County Board of Commissioners, adopted as Resolution No. 15-0377.

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GRANTOR

IN EXECUTION WHEREOF, Erin Joy Brodie Morgan, the Grantor herein, who consents hereto, have hereunto set her hands on the date stated below.

SIGNATURE: Erin Joy Brodie Morgan

PRINTED NAME: Erin Joy Brodie Morgan

DATE: May 7th, 2024

STATE OF OHIO, COUNTY OF WARREN, ss.

BE IT REMEMBERED, on this 7th day of MAY, 2024, before me, the subscriber, a Notary Public in and for said state, personally came individuals known or proven to me to be Erin Joy Brodie Morgan, the Grantor in the foregoing Agreement, and acknowledged the signing thereof to be her voluntary act and deed. In compliance with R.C. 147.542 (D)(1), no oath was administered to the signer by this notary in regard to the notarial act.



DOMINIC M. BRIGANO
NOTARY PUBLIC
STATE OF OHIO
Comm. Expires
02/06/2027

Notary Public: Dominic M. Brigano
My commission expires: 02/06/2027

Recorded in [continued on next page for signature]
Warren County

GRANTEE

IN EXECUTION WHEREOF, the Warren County Board of County Commissioners, the Grantee herein, have caused this agreement to be executed by David G Young, whose title is President or Vice-President, on the date stated below, pursuant to Resolution Number 24-0660, dated 5-21-24

Grantee:

Signature: * [Signature]
Printed Name: David G Young
Title: President
Date: 5-21-24

STATE OF OHIO, WARREN COUNTY, ss.

BE IT REMEMBERED, that on this 21 day of MAY, 2024 before me, the subscriber, a Notary Public in and for said state, personally came a certain individual known or proven to me to be David G. Young, President or Vice-President of the Warren County Board of County Commissioners, being the Grantee in the foregoing Agreement, and pursuant to the Resolution authorizing such act, did acknowledge the signing thereof to be his or her voluntary act and deed. In compliance with R.C. 147.542 (D)(1), no oath was administered to the signer by this notary in regard to the notarial act.



ASHLEY M WATTS Notary Public: Ashley M. Watts
NOTARY PUBLIC • STATE OF OHIO commission expires: 2-21-29
Comm. No. 2024-RE-874018
My Commission Expires Feb. 21, 2029

Prepared by:

DAVID P. FORNSHELL,
PROSECUTING ATTORNEY
WARREN COUNTY, OHIO

By: [Signature]

Adam Nice, Assistant Prosecutor
520 Justice Drive, 2nd Floor
Lebanon, OH 45036
Ph. (513) 695-1399
Fx. (513) 695-2962
Email: adam.nice@warrencountyprosecutor.com



Exhibit "A"

**Erin Joy Brodie Morgan
Temporary Easement – 5T
For Township Line Road Bridge
(Bridge No. 134-3.76)
PIN #09-24-200-002**

Situated in Section 24, Town 4, Range 4, M.R.S., Clearcreek Township, Warren County, Ohio, along the west side of Township Line Road, being part of a 9.957 acre tract conveyed to Erin Joy Brodie Morgan, Grantor, by deed recorded in Document #2020-022017 in the Warren County Recorder's Office and being more particularly described as follows:

Commencing at the grantor's southeast corner, being in the east line of Section 24;

Thence with the grantor's south line North 76°55'58" West, a distance of 30.30 feet to a point in existing west right of way line for Township Line Road (60' R/W) and the **Principal Point of Beginning** for this description;

Thence continuing with said grantor's south line North 76°55'58" West, a distance of 7.67 feet to a point in the herein described Temporary Easement;

Thence through the grantor's property, with the herein described Temporary Easement, for the following two courses:

1. North 00°38'55" East, a distance of 40.68 feet to a point;
2. North 63°55'10" East, a distance of 12.49 feet to a point in the existing west right of way line for Township Line Road;

Thence with said existing west right of way line, South 05°01'02" West, a distance of 48.09 feet to the **Principal Point of Beginning**, containing 0.0094 acre (410 square feet), more or less,

The bearings for this description are based on Ohio State Plane Coordinates, South Zone, NAD83(2011) by GPS utilizing ODOT VRS.

This legal description is based on a survey completed by LJB Inc. in May of 2020 for the Township Line Road Bridge over Newman's Run Project in Wayne Township and Clearcreek Township. This survey references right of way lines established by said survey. This legal description was prepared by David Hulsmeyer, P.S. (Ohio Registration Number 8548) of LJB Inc., 2500 Newmark Drive, Miamisburg, Ohio 45342.

**SITUATE IN:
SECTIONS 18 & 24, TOWN 4, RANGE 4, M.R.S.
CLEARCREEK TOWNSHIP
WAYNE TOWNSHIP
WARREN COUNTY, OHIO**

NORTH & BEARING SYSTEM ARE
BASED ON OHIO STATE PLANE
COORDINATES, SOUTH ZONE
NAD83 (2011) BY GPS UTILIZING
ODOT VRS

SEC. 24, T.4, R.4, M.R.S.
CLEARCREEK TOWNSHIP

② PAUL A. JASPER
PARCEL ID 09-18-100-011
1.46 ACRES
O.R. 2200, PG. 392
TEMPORARY EASEMENT
AREA = 0.0240 ACRES (1,045 SF)

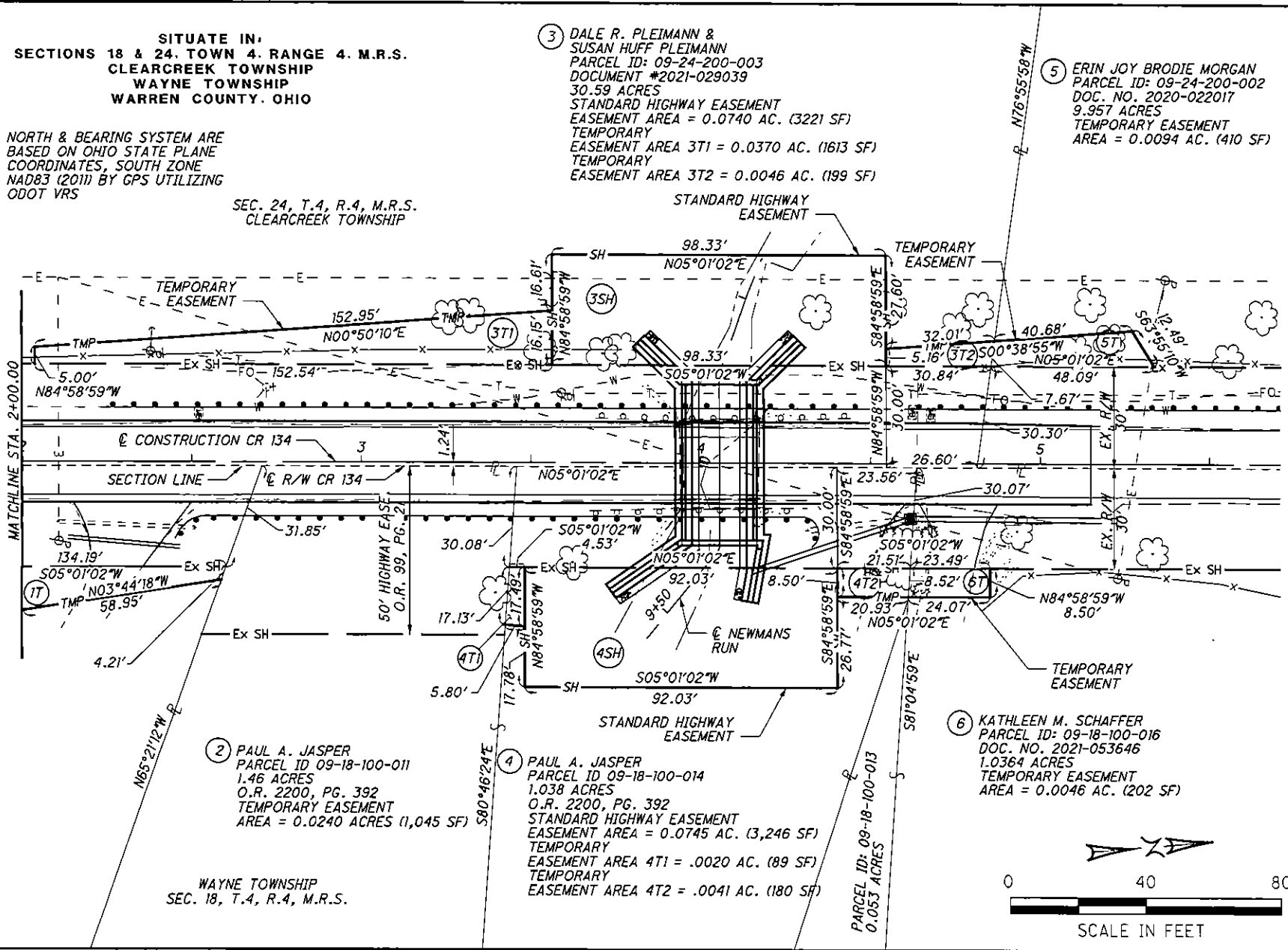
WAYNE TOWNSHIP
SEC. 18, T.4, R.4, M.R.S.

③ DALE R. PLEIMANN &
SUSAN HUFF PLEIMANN
PARCEL ID: 09-24-200-003
DOCUMENT #2021-029039
30.59 ACRES
STANDARD HIGHWAY EASEMENT
EASEMENT AREA = 0.0740 AC. (3221 SF)
TEMPORARY
EASEMENT AREA 3T1 = 0.0370 AC. (1613 SF)
TEMPORARY
EASEMENT AREA 3T2 = 0.0046 AC. (199 SF)


⑤ ERIN JOY BRODIE MORGAN
PARCEL ID: 09-24-200-002
DOC. NO. 2020-022017
9.957 ACRES
TEMPORARY EASEMENT
AREA = 0.0094 AC. (410 SF)

④ PAUL A. JASPER
PARCEL ID 09-18-100-014
1.038 ACRES
O.R. 2200, PG. 392
STANDARD HIGHWAY EASEMENT
EASEMENT AREA = 0.0745 AC. (3,246 SF)
TEMPORARY
EASEMENT AREA 4T1 = .0020 AC. (89 SF)
TEMPORARY
EASEMENT AREA 4T2 = .0041 AC. (180 SF)

⑥ KATHLEEN M. SCHAFER
PARCEL ID: 09-18-100-016
DOC. NO. 2021-053646
1.0364 ACRES
TEMPORARY EASEMENT
AREA = 0.0046 AC. (202 SF)



LJB Inc. • 2500 Newmark Drive
Miamiburg, OH 45342
(937) 259-5000 tel • (937) 259-5100 fax • LJBinc.com



JOB#: 0115436A.00	PROJECT: WAR CR 134-03.76
DATE: 05/15/2023	PROPOSED EASEMENT: EXHIBIT "B"
SCALE: 1"=40'	DSGN: JLM
SHEET NO: 2 / 2	DRWN: JLM
	CHKD: DH

Resolution

Number 24-0661

Adopted Date May 21, 2024

ENTERING INTO A TEMPORARY ENTRANCE AND WORK AGREEMENT WITH MICHAEL H. ALFORD, TRUSTEE OF THE MICHAEL H. ALFORD REVOCABLE LIVING TRUST FOR THE BRIDGE REPLACEMENT PROJECT ON LOWER SPRINGBORO ROAD

WHEREAS, in order to improve the safety of Lower Springboro Road, a bridge replacement project is to be completed, and in order to perform the work it is necessary to enter onto the property, parcel #04-19-153-009 located at 3883 Lower Springboro Road, Springboro, OH 45066 which is owned by Michael H. Alford, Trustee of the Michael H. Alford Revocable Living Trust, grantor; and

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

1. Start project on or after September 16, 2024.
2. Remove any tree, and/or brush as necessary for construction of the project.
3. Trim any tree, and/or brush as necessary for construction of the project.
4. Remove existing fence necessary for construction of the project, if necessary.
5. Construct a temporary fence outside our project limits, if necessary.
6. Construct new bridge with wingwalls within the existing right-of-way.
7. Place rock channel protection outside the existing right-of-way.
8. Remove temporary fence.
9. Complete final grading of embankment and stream outside of the existing right-of-way.
10. Seed and straw any disturbed area upon completion of the project.

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

NOW THEREFORE BE IT RESOLVED, to enter into a Temporary Entrance and Work Agreement with Michael H. Alford, Trustee of the Michael H. Alford Revocable Living Trust, for the Lower Springboro Road bridge replacement project, a copy of which is attached hereto, and made a part hereof, for the sum of \$1.00 as consideration thereof.

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

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

Resolution adopted this 21st day of May 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: c/a—Alford, Michael H., Trustee of the Michael H. Alford Revocable Living Trust
Engineer (file)

TEMPORARY ENTRANCE AND WORK AGREEMENT

ARTICLES OF AGREEMENT

This Temporary Entrance and Work Agreement (the "Agreement") is entered into on the date stated below by Michael H. Alford, Trustee of the Michael H. Alford Revocable Living Trust dated March 20, 2017, whose tax mailing address is 3883 W. Lower Springboro Road, Springboro Ohio, 45066 (the "Grantor"), and the Warren County Board of County Commissioners, whose mailing address is 406 Justice Drive, Lebanon, Ohio 45036 (the "Grantee").

Witnesseth:

In order to improve the public safety and better serve the needs of the traveling public a bridge replacement project on Lower Springboro Road over a Branch of Clear Creek is to be completed. In order to perform the work it is necessary to enter onto property, which is owned by Grantor. The subject real estate is located at 3883 Lower Springboro Road, Springboro Ohio, 45066, identified as Parcel #04-19-153-009. Grantee requests permission from Grantor to enter onto the part of said real estate as illustrated in "Exhibit A" for the purpose of completing the following items of work:

1. Start project on or after September 16, 2024.
2. Remove any tree, and/or brush as necessary for construction of the project.
3. Trim any tree, and/or brush as necessary for construction of the project.
4. Remove existing fence necessary for construction of the project, if necessary.
5. Construct a temporary fence outside our project limits, if necessary.
6. Construct new bridge with wingwalls within the existing right-of-way.
7. Place rock channel protection outside the existing right-of-way.
8. Remove temporary fence.
9. Complete final grading of embankment and stream outside of the existing right-of-way.
10. Seed and straw any disturbed area upon completion of the project.

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

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

This Temporary Entrance and Work Agreement shall bind and inure to the benefit of each party hereto and their respective heirs, successors and assigns and shall terminate upon the completion of the Lower Springboro Road Bridge #22-2.18 Replacement Project or until December 31, 2024, whichever comes first.

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IN EXECUTION WHEREOF, Michael H. Alford, Trustee of the Michael H. Alford Revocable Living Trust dated March 20, 2017, the Grantor herein, have hereunto set their hands on the date stated below pursuant to powers granted to him by said trust as evidenced by the Memorandum of Trust recorded of public record as Doc. # 2017-010622.

Grantor:

Signature: *[Handwritten Signature]*

Printed Name: Michael H. Alford, Trustee of
the Michael H. Alford Revocable Living
Trust dated March 20, 2017

Date: MAY 15, 2024

STATE OF OHIO, COUNTY OF WARREN, ss.

BE IT REMEMBERED, that on this 15TH day of MAY, 2024, before me, the subscriber, a Notary Public in and for said state, personally came an individual known or proven to me to be Michael H. Alford, Trustee of the Michael H. Alford Revocable Living Trust dated March 20, 2017, being the Grantor in the foregoing Agreement, and acknowledged the signing thereof to be their voluntary act and deed. This is not a jurat. This notarial act is in compliance with R.C. 147.542 (D)(1).



DOMINIC M. BRIGANO
NOTARY PUBLIC
STATE OF OHIO
Comm. Expires
02/06/2027
Recorded in
Warren County

[Handwritten Signature]
Notary Public
My commission expires: 02/06/2027

[the balance of this page is blank]

IN EXECUTION WHEREOF, the Warren County Board of County Commissioners, the Grantee herein, have caused this agreement to be executed by David G. Young, whose title is President or Vice-President, on the date stated below, pursuant to Resolution Number 24-0661, dated 5-21-24.

GRANTEE:

Signature: [Handwritten Signature]

Printed Name: David G. Young

Title: president

Date: 5-21-24

STATE OF OHIO, WARREN COUNTY, ss.

BE IT REMEMBERED, that on this 21 day of May, 2024, before me, the subscriber, a Notary Public in and for said state, personally came a certain individual known or proven to me to be David G. Young, President or Vice-President of the Warren County Board of County Commissioners, the Grantee in the foregoing Agreement, and pursuant to the Resolution authorizing such act, did acknowledge the signing thereof to be his or her voluntary act and deed. This is not a jurat. This notarial act is in compliance with R.C. 147.542 (D)(1).

Ashley M. Watts
Notary



ASHLEY M WATTS
NOTARY PUBLIC - STATE OF OHIO
Comm. No. 2024-RE-874018
My Commission Expires Feb. 21, 2029

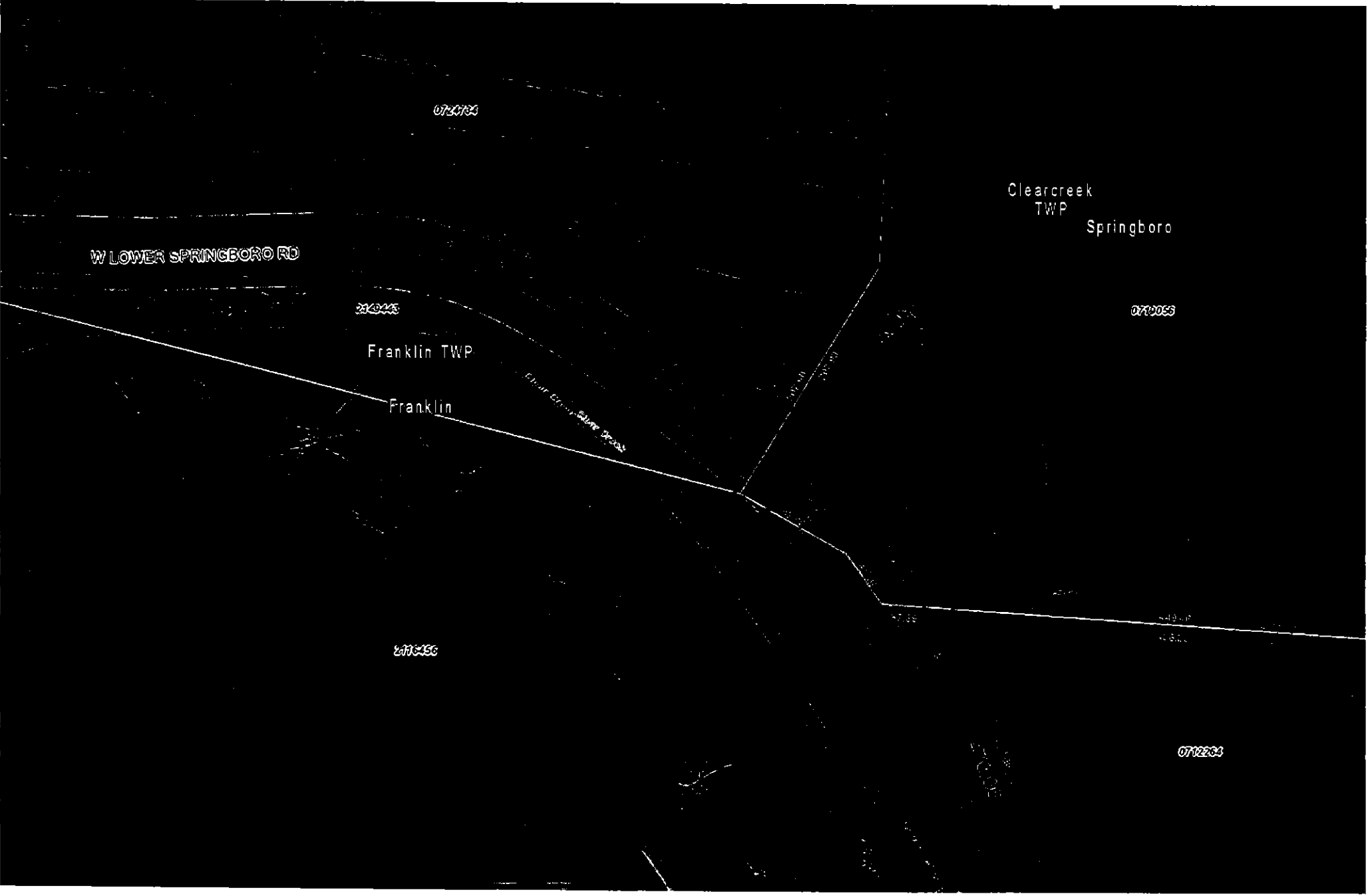
This instrument was prepared and approved as to form by:

DAVID P. FORNSHELL,
PROSECUTING ATTORNEY
WARREN COUNTY, OHIO

By: Bruce A. McGary

Bruce A. McGary, Assistant Prosecutor
500 Justice Drive
Lebanon, OH 45036
Ph. (513) 695-1399
Fx. (513) 695-2962
Email: bruce.mcgary@warrencountyprosecutor.com

Exhibit A



Resolution

Number 24-0662

Adopted Date May 21, 2024

APPROVING CHANGE ORDER #1 WITH FORD DEVELOPMENT CORPORATION FOR THE MASON MORROW MILLGROVE RD (PIKE ST) BRIDGE REHABILITATION PROJECT

WHEREAS, pursuant to Resolution #23-1663, adopted December 12, 2023, this Board entered into contract with Ford Development Corporation for the Mason Morrow Millgrove Rd (Pike St) Bridge #38-3.73 Rehabilitation Project; and

WHEREAS, additional work must be performed in the completion of said project.

NOW THEREFORE BE IT RESOLVED, to approve Change Order #1 with Ford Development Corporation in the amount of \$5,186.14 resulting in an increase to purchase order #23002584, which is for a portion of the work, and a new contract price of \$544,276.22 for said purchase order. Copy of said change order is attached hereto and made a part hereof.

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

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

Resolution adopted this 21st day of May 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: c/a—Ford Development Corp.
Engineer (file)
Bid file



Warren County Engineer's Office

210 W Main Street
Lebanon, Ohio 45036
Phone: (513) 695-3301
Fax: (513) 695-7714

CHANGE ORDER

DATE: May 8, 2024

Change Order Number 1

Project Name: Mason-Morrow-Millgrove Rd (Pike St) Bridge #38-3.73 Rehabilitation Project

ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	ADDITIONS	DELETIONS
441	24.12	TON	Asphalt Concrete Surface Course, Type 1, (448)	\$215.00	\$5,186.14	
Sums of the ADDITIONS and DELETIONS					\$5,186.14	

TOTAL FOR THIS CHANGE ORDER

\$5,186.14

Original contract price \$539,090.08

Current contract price adjusted by previous change orders \$ 539,090.08

The Contract price due to this change order will be increased/decreased (circle one).

The New contract price including this change order will be \$ 544,276.22

The contract time will be increased by 0 calendar days.

The date for completion of work will be July 1, 2024

I HEREBY AGREE TO PERFORM THE WORK AND TO THE NON-PERFORMANCE OF WORK AS LISTED

[Signature] 5/8/24
Contractor's Signature Date

Vice-President
Title

Recommended By:
[Signature] 5/13/24
Warren County Engineer Date

[Signature] 5-21-24
Warren County Commissioner Date

[Signature] 5/13/24
Warren County Bridge Engineer Date

Warren County Commissioner Date

Warren County Commissioner Date

Resolution

Number 24-0663

Adopted Date May 21, 2024

APPROVING THE SUBMISSION OF SF-424, ASSURANCES AND CERTIFICATIONS RELATIVE TO THE WARREN COUNTY 2024-2028 CONSOLIDATED PLAN AND FISCAL YEAR 2024 CDBG ANNUAL ACTION PLAN

WHEREAS, to be eligible to apply for Community Development Block Grant funds, the U.S. Department of Housing and Urban Development (HUD) requires each applicant to prepare and submit an SF-424, Assurances and Certifications as they relate to the Five-Year Consolidated Plan and an Annual Action Plan; and

WHEREAS, Warren County has completed the requirements for said Plans as set forth by the U.S. Department of Housing and Urban Development.

NOW THEREFORE BE IT RESOLVED, to approve the SF-424, Assurances and Certifications as they relate to the Warren County 2024-2028 Consolidated Plan and the Fiscal Year 2024 Annual Action Plan to the U.S. Department of Housing and Urban Development; and

BE IT FURTHER RESOLVED, to authorize the President of this Board to sign documents relative thereto.

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

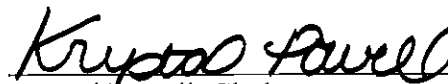
Mr. Grossmann – absent

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 21st day of May 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

sm\

cc: OGA (file)
HUD

ASSURANCES - CONSTRUCTION PROGRAMS

OMB Number: 4040-0009
Expiration Date: 02/28/2025

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0042), Washington, DC 20503.


PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) 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; (b) 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; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.
14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq).
18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
20. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL 	TITLE President, Board of County County
APPLICANT ORGANIZATION Warren County Board of Commissioners	DATE SUBMITTED 5-21-24

CERTIFICATIONS

In accordance with the applicable statutes and the regulations governing the consolidated plan regulations, the jurisdiction certifies that:

Affirmatively Further Fair Housing --The jurisdiction will affirmatively further fair housing.

Uniform Relocation Act and Anti-displacement and Relocation Plan -- It will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, (42 U.S.C. 4601-4655) and implementing regulations at 49 CFR Part 24. It has in effect and is following a residential anti-displacement and relocation assistance plan required under 24 CFR Part 42 in connection with any activity assisted with funding under the Community Development Block Grant or HOME programs.

Anti-Lobbying --To the best of the jurisdiction's knowledge and belief:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

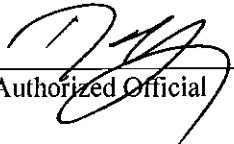
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

3. It will require that the language of paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

Authority of Jurisdiction --The consolidated plan is authorized under State and local law (as applicable) and the jurisdiction possesses the legal authority to carry out the programs for which it is seeking funding, in accordance with applicable HUD regulations.

Consistency with plan --The housing activities to be undertaken with Community Development Block Grant, HOME, Emergency Solutions Grant, and Housing Opportunities for Persons With AIDS funds are consistent with the strategic plan in the jurisdiction's consolidated plan.

Section 3 -- It will comply with section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and implementing regulations at 24 CFR Part 75.

* 
Signature of Authorized Official

5-21-24
Date

President, Board of County Commissioners

Title

Specific Community Development Block Grant Certifications

The Entitlement Community certifies that:

Citizen Participation -- It is in full compliance and following a detailed citizen participation plan that satisfies the requirements of 24 CFR 91.105.

Community Development Plan -- Its consolidated plan identifies community development and housing needs and specifies both short-term and long-term community development objectives that have been developed in accordance with the primary objective of the CDBG program (i.e., the development of viable urban communities, by providing decent housing and expanding economic opportunities, primarily for persons of low and moderate income) and requirements of 24 CFR Parts 91 and 570.

Following a Plan -- It is following a current consolidated plan that has been approved by HUD.

Use of Funds -- It has complied with the following criteria:

1. Maximum Feasible Priority. With respect to activities expected to be assisted with CDBG funds, it has developed its Action Plan so as to give maximum feasible priority to activities which benefit low- and moderate-income families or aid in the prevention or elimination of slums or blight. The Action Plan may also include CDBG-assisted activities which the grantee certifies are designed to meet other community development needs having particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community, and other financial resources are not available (see Optional CDBG Certification).

2. Overall Benefit. The aggregate use of CDBG funds, including Section 108 guaranteed loans, during program year(s) _____ [a period specified by the grantee of one, two, or three specific consecutive program years], shall principally benefit persons of low and moderate income in a manner that ensures that at least 70 percent of the amount is expended for activities that benefit such persons during the designated period.

3. Special Assessments. It will not attempt to recover any capital costs of public improvements assisted with CDBG funds, including Section 108 loan guaranteed funds, by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements.

However, if CDBG funds are used to pay the proportion of a fee or assessment that relates to the capital costs of public improvements (assisted in part with CDBG funds) financed from other revenue sources, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds.

In addition, in the case of properties owned and occupied by moderate-income (not low-income) families, an assessment or charge may be made against the property for public improvements financed by a source other than CDBG funds if the jurisdiction certifies that it lacks CDBG funds to cover the assessment.

Excessive Force -- It has adopted and is enforcing:

1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
2. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.

Compliance with Anti-discrimination laws -- The grant will be conducted and administered in conformity with title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) and the Fair Housing Act (42 U.S.C. 3601-3619) and implementing regulations.

Lead-Based Paint -- Its activities concerning lead-based paint will comply with the requirements of 24 CFR Part 35, Subparts A, B, J, K and R.

Compliance with Laws -- It will comply with applicable laws.

* 

Signature of Authorized Official

5-21-24
Date

President, Board of County Commissioners

Title

OPTIONAL Community Development Block Grant Certification - NA

Submit the following certification only when one or more of the activities in the action plan are designed to meet other community development needs having particular urgency as specified in 24 CFR 570.208(c):

The grantee hereby certifies that the Annual Plan includes one or more specifically identified CDBG-assisted activities which are designed to meet other community development needs having particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community and other financial resources are not available to meet such needs.

Signature of Authorized Official

Date

President, Board of County Commissioners

Title

Specific HOME Certifications - NA

The HOME participating jurisdiction certifies that:

Tenant Based Rental Assistance -- If it plans to provide tenant-based rental assistance, the tenant-based rental assistance is an essential element of its consolidated plan.

Eligible Activities and Costs -- It is using and will use HOME funds for eligible activities and costs, as described in 24 CFR §§92.205 through 92.209 and that it is not using and will not use HOME funds for prohibited activities, as described in §92.214.

Subsidy layering -- Before committing any funds to a project, it will evaluate the project in accordance with the guidelines that it adopts for this purpose and will not invest any more HOME funds in combination with other Federal assistance than is necessary to provide affordable housing;

Signature of Authorized Official

Date

President, Board of County Commissioners

Title

Emergency Solutions Grants Certifications . NA

The Emergency Solutions Grants Program recipient certifies that:

Major rehabilitation/conversion/renovation – If an emergency shelter's rehabilitation costs exceed 75 percent of the value of the building before rehabilitation, the recipient will maintain the building as a shelter for homeless individuals and families for a minimum of 10 years after the date the building is first occupied by a homeless individual or family after the completed rehabilitation.

If the cost to convert a building into an emergency shelter exceeds 75 percent of the value of the building after conversion, the recipient will maintain the building as a shelter for homeless individuals and families for a minimum of 10 years after the date the building is first occupied by a homeless individual or family after the completed conversion.

In all other cases where ESG funds are used for renovation, the recipient will maintain the building as a shelter for homeless individuals and families for a minimum of 3 years after the date the building is first occupied by a homeless individual or family after the completed renovation.

Essential Services and Operating Costs – In the case of assistance involving shelter operations or essential services related to street outreach or emergency shelter, the recipient will provide services or shelter to homeless individuals and families for the period during which the ESG assistance is provided, without regard to a particular site or structure, so long the recipient serves the same type of persons (e.g., families with children, unaccompanied youth, disabled individuals, or victims of domestic violence) or persons in the same geographic area.

Renovation – Any renovation carried out with ESG assistance shall be sufficient to ensure that the building involved is safe and sanitary.

Supportive Services – The recipient will assist homeless individuals in obtaining permanent housing, appropriate supportive services (including medical and mental health treatment, victim services, counseling, supervision, and other services essential for achieving independent living), and other Federal, State, local, and private assistance available for these individuals.

Matching Funds – The recipient will obtain matching amounts required under 24 CFR 576.201.

Confidentiality – The recipient has established and is implementing procedures to ensure the confidentiality of records pertaining to any individual provided family violence prevention or treatment services under any project assisted under the ESG program, including protection against the release of the address or location of any family violence shelter project, except with the written authorization of the person responsible for the operation of that shelter.

Homeless Persons Involvement – To the maximum extent practicable, the recipient will involve, through employment, volunteer services, or otherwise, homeless individuals and families in constructing, renovating, maintaining, and operating facilities assisted under the ESG program, in providing services assisted under the ESG program, and in providing services for occupants of facilities assisted under the program.

Consolidated Plan – All activities the recipient undertakes with assistance under ESG are consistent with its consolidated plan.

Discharge Policy – The recipient will establish and implement, to the maximum extent practicable and where appropriate, policies and protocols for the discharge of persons from publicly funded institutions or systems of care (such as health care facilities, mental health facilities, foster care or other youth facilities, or correction programs and institutions) in order to prevent this discharge from immediately resulting in homelessness for these persons.

* _____
Signature of Authorized Official

5-21-24
Date

President, Board of County Commissioners

Title

Housing Opportunities for Persons With AIDS Certifications - NA

The HOPWA grantee certifies that:

Activities -- Activities funded under the program will meet urgent needs that are not being met by available public and private sources.

Building -- Any building or structure assisted under that program shall be operated for the purpose specified in the consolidated plan:

1. For a period of not less than 10 years in the case of assistance involving new construction, substantial rehabilitation, or acquisition of a facility,
2. For a period of not less than 3 years in the case of assistance involving non-substantial rehabilitation or repair of a building or structure.

Signature of Authorized Official

Date

President, Board of County Commissioners

Title

APPENDIX TO CERTIFICATIONS

INSTRUCTIONS CONCERNING LOBBYING CERTIFICATION:

Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Application for Federal Assistance SF-424		
* 1. Type of Submission: <input type="checkbox"/> Preapplication <input checked="" type="checkbox"/> Application <input type="checkbox"/> Changed/Corrected Application	* 2. Type of Application: <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision	* If Revision, select appropriate letter(s): _____ * Other (Specify): _____
* 3. Date Received: 05/09/2024	4. Applicant Identifier: B24UC390009	
5a. Federal Entity Identifier: 14.218	5b. Federal Award Identifier: _____	
State Use Only:		
6. Date Received by State: _____	7. State Application Identifier: _____	
8. APPLICANT INFORMATION:		
* a. Legal Name: Warren County Board of Commissioners		
* b. Employer/Taxpayer Identification Number (EIN/TIN): 36-60000-58	* c. UEI: VK7ZTVZ8EE51	
d. Address:		
* Street1: 406 Justice Drive	_____	
Street2:	_____	
* City: Lebanon	_____	
County/Parish:	_____	
* State: OH: Ohio	_____	
Province:	_____	
* Country: USA: UNITED STATES	_____	
* Zip / Postal Code: 45036-2385	_____	
e. Organizational Unit:		
Department Name: Warren County Grants Administr	Division Name: _____	
f. Name and contact information of person to be contacted on matters involving this application:		
Prefix: _____	* First Name: Susanne	_____
Middle Name: _____	_____	
* Last Name: Mason	_____	
Suffix: _____	_____	
Title: Director, Grants Administration		
Organizational Affiliation: _____		
* Telephone Number: 513-695-1210	Fax Number: _____	
* Email: masosu@co.warren.oh.us		

Application for Federal Assistance SF-424

16. Congressional Districts Of:

* a. Applicant

* b. Program/Project

Attach an additional list of Program/Project Congressional Districts if needed.

17. Proposed Project:

* a. Start Date:

* b. End Date:

18. Estimated Funding (\$):

* a. Federal	<input type="text" value="821,043.00"/>
* b. Applicant	<input type="text"/>
* c. State	<input type="text"/>
* d. Local	<input type="text" value="760,000.00"/>
* e. Other	<input type="text"/>
* f. Program Income	<input type="text"/>
* g. TOTAL	<input type="text" value="1,581,043.00"/>

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- a. This application was made available to the State under the Executive Order 12372 Process for review on
- b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- c. Program is not covered by E.O. 12372.

*** 20. Is the Applicant Delinquent On Any Federal Debt? (if "Yes," provide explanation in attachment.)**

- Yes No

If "Yes", provide explanation and attach

21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 18, Section 1001)

** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: * First Name:

Middle Name:

* Last Name:

Suffix:

* Title:

* Telephone Number: Fax Number:

* Email:

* Signature of Authorized Representative: 

* Date Signed:

Application for Federal Assistance SF-424

*** 9. Type of Applicant 1: Select Applicant Type:**

B: County Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

*** Other (specify):**

*** 10. Name of Federal Agency:**

US Department of HUD

11. Catalog of Federal Domestic Assistance Number:

14.218

CFDA Title:

CDBG Entitlement Grant

*** 12. Funding Opportunity Number:**

14.218

*** Title:**

CDBG Entitlement Grant

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment

Delete Attachment

View Attachment

*** 15. Descriptive Title of Applicant's Project:**

Warren County will use CDBG Funds for public infrastructure and aid to homeless.

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

Resolution

Number 24-0664

Adopted Date May 21, 2024

AUTHORIZING THE PRESIDENT OF THE BOARD TO SIGN A SUBGRANT AWARD AGREEMENT ON BEHALF OF THE GREATER WARREN COUNTY DRUG TASK FORCE

BE IT RESOLVED, to authorize the President of this Board to sign a Subgrant Award Agreement, Subgrant Number 2023-DL-LEF-5827, on behalf of the Greater Warren County Drug Task Force in accordance with the provisions of the Ohio Drug Law Enforcement Fund (DLEF), as set forth by the Ohio Office of Criminal Justice Services (OCJS), the duly authorized State Agency, as attached hereto and made a part hereof; and

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

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 – absent

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 21st day of May 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

sm/

cc: c/a – Ohio Office of Criminal Justice Services
OGA
W.C. Drug Task Force (file)
Auditor's Office – Brenda Quillen



Department of
Public Safety



Mike DeWine, Governor
Jon Husted, Lt. Governor

Andy Wilson, Director
Nicole M. Dehner, Executive Director

SUBGRANT AWARD AGREEMENT

Subgrant Number: 2023-DL-LEF-5827

Title: Greater Warren County Drug Task Force


In accordance with the provisions of the Ohio Drug Law Enforcement Fund (DLEF) as enacted by the 127th General Assembly of Ohio in House Bill 562 on September 23, 2008 and as set forth in Ohio Revised Code Section 5502.68 Ohio Drug Law Enforcement Application 2023, the Ohio Office of Criminal Justice Services, as the duly authorized State Agency, hereby approves the project application submitted as complying with requirements of the Agency for the fiscal year indicated in the subgrant number above and awards to the foregoing Subgrantee a Subgrant as follows:

Subgrantee:	Warren County Commissioners		
Implementing Agency:	Greater Warren County Drug Task Force		
Award Periods:	07/01/2024 to 06/30/2025		
Closeout Deadline:	08/29/2025		
Award Amounts:	OCJS Funds:	\$106,318.74	75%
	Cash Match:	\$35,439.58	25%
	Inkind Match:	\$0.00	
	Project Total:	\$141,758.32	100%

The terms set forth in the 'Responsibility for Claims' section of the OCJS Standard Federal Subgrant Conditions Handbook are subject to Ohio law, including section 3345.15 of the Ohio Revised Code and the Ohio Constitution. As a result, those terms may not apply to subgrant recipients who are political subdivisions of the state, and do not apply to state instrumentalities.

This Subgrant is subject to the statements as set forth in the approved Programmatic and Budget Application submitted and approved revisions thereto, as well as the OCJS Standard Federal Subgrant Conditions and Special Conditions to this Subgrant, which are attached hereto and hereby included by reference herein. The Subgrant is also bound by all applicable federal guidelines, as referenced in the Standard Conditions. Revisions to this Subgrant Award Agreement must be approved in writing by OCJS.

The Subgrant shall become effective as of the award date, for the period indicated, upon return to OCJS of this Subgrant Award Agreement executed on the behalf of the Subgrantee's and Implementing Agency's authorized official in the space provided below.



Nicole Dehner, Executive Director

5.15.2024

Award Date

The Subgrantee agrees to serve as the official subrecipient of the award, agrees to provide the required match as indicated above, and assumes overall responsibility for compliance with the terms and conditions of the award. I hereby accept this Subgrant on behalf of the Subgrantee.

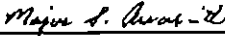
The Implementing Agency agrees to comply with the terms and conditions of the award. I hereby accept this Subgrant on behalf of the Implementing Agency.

* 

County Commissioner - President
Warren County Commissioners

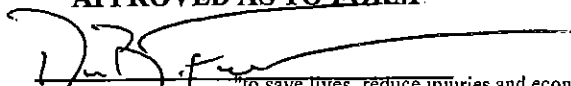
5-21-24

Date



Major/Commander
Greater Warren County Drug Task Force

APPROVED AS TO FORM



Derek B. Faulkner
Asst. Prosecuting Attorney

Mission Statement

"to save lives, reduce injuries and economic loss, to administer Ohio's motor vehicle laws and to preserve the safety and well being of all citizens with the most cost-effective and service-oriented methods available."

Resolution

Number 24-0665

Adopted Date May 21, 2024

AUTHORIZING THE PRESIDENT OF THE BOARD TO SIGN THE FISCAL YEAR 2025 RECLAIM APPLICATION THROUGH THE STATE OF OHIO DEPARTMENT OF YOUTH SERVICES ON BEHALF OF THE WARREN COUNTY JUVENILE COURT

BE IT RESOLVED, to authorize the President of the Board to sign the FY 2025 RECLAIM application through the State of Ohio Department of Youth Services effective July 01, 2024 to June 30, 2025, on behalf of the Warren County Juvenile Court, as attached hereto and made a part hereof; and

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

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 – absent

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 21st day of May 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Juvenile Court (file)
OGA (file)
Ohio Department of Youth Services

CAROLYN A. DUVELIUS
JENNA L. SEITZ
JEFFREY W. STUEVE
MEGAN M. DAVENPORT
Magistrates



LAURA A. SCHNECKER
Court Administrator

JOHN C. KASPAR
Staff Attorney/Mediator

To: Warren County Board of Commissioners
From: Laura Schneckner
Re: FY25 RECLAIM Grant Application

Date: 5/15/24

Attached you will find the FY 2025 RECLAIM grant application from the Warren County Juvenile Court which requires your approval. There are no match dollars required for this grant. Documents included for the application are:

- Juvenile Court Funding Application
- Attachment A, Page 1 – Fiscal Accountability
- Attachment A, Page 2
- Budget Pages for programs that are funded

The following is a quick summary of the programs funded by these RECLAIM grant monies:

- 1. Residential Treatment-Mary Haven Youth Center**
Expenses to cover Mary Haven Youth Center employees' salary and benefits
Expenses to cover cost of summer schoolteachers.
- 2. Evening Reporting Center**
Expenses to cover cost of employees' salary & benefits as well as training and curriculum costs for staff to facilitate the program.
- 3. Day School Treatment**
Expenses to cover cost of employees' salary and benefits
- 4. Truancy Education Group**
Expenses to cover contract with ESC for facilitation of Truancy Education Groups
- 5. Parent Success**
Expenses to cover contract with ESC to provide home based parenting education program.
- 6. Family Conflict Resolution**
Expenses to cover contract with CHOICES to provide these services to families.
- 7. GPS**
Expenses to cover the cost of GPS house arrest.
- 8. Emergency Foster Care**
Expenses to pay for foster homes used as an alternative to JDC.
- 9. Community Service/Restitution**
Expenses to pay staff to supervise structured community service for youth as well as expenses to pay victims of crime for hours that defendants work.

10. Drug Testing

Expenses to cover drug testing of youth on probation, admitted to JDC, or in our residential program.

11. Detention Services

Expenses to cover summer school and various educational and life skills activities for youth in JDC.

12. Clinical Assessments

Expenses to cover competency evaluations, restoration to competency, psychiatric and/or psychological evaluations

13. Court Appointed Special Advocates

Expenses to pay salary and benefits of CASA employees who provide supervision to all of our CASA volunteers.

14. Intensive Home Based

Expenses to cover contract for Intensive Home Based Services.

15. JDAI

Expenses to cover training and travel.

16. Online Interventions

Expenses to pay for online education programs for diversion and low risk youth.

17. Organized Community Activities

Expense to pay for youth to be involved in pro-social community activities

18. Trainings

Expenses to pay for evidence based training for all Court staff.

19. Mentoring Services

Expenses to pay Central Clinic Behavioral Health for mentoring services for our youth.

Please feel free to contact me if you have any questions or concerns at 513-695-1615.

Thank you in advance for your time and consideration.

**Ohio Department of Youth Services Subsidy Grant
JUVENILE COURT FUNDING APPLICATION UPDATE**

Submit electronically in PDF format by June 3, 2024 to:

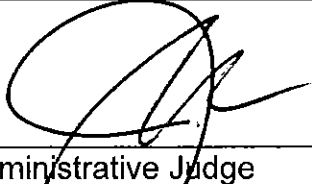
DYSGrantsreporting@DYS.Ohio.gov

Juvenile Court: WARREN

Fiscal Year 2025 Projections:

- a) Projected number of admissions to DYS in FY 2025: 1
- b) This represents (check one) from the previous year:
 an increase a decrease no change
- c) Projected number of admissions to a CCF in FY 2025: 2
- d) This represents (check one) from the previous year:
 an increase a decrease no change

Authorized Signatures:



Administrative Judge

5/14/24
Date

* 

President, Board of County Commissioners
or County Executive

5/21/24
Date

Required Attachments to this page:

- Attachment A, Page 1, for FY 2025
- Attachment A, Page 2, for FY 2025
- Budget Forms for each program listed on Attachment A, Page 2

A Program Narrative (Attachment B) only needs to be submitted if one or both of the following is true:

- The court is creating a new program for FY 2025
- The program has changed to the extent that the current Program Narrative (Attachment B) is no longer accurate

**Fiscal Accountability
Attachment A Page 1**

County: <u>Warren</u>	
Allocations	
FY 2025 Tentative Base Allocation (YSG/510)	(1A) \$ 326,551.00
FY 2025 Tentative Variable Allocation (RECLAIM/401)	(2A) \$ 1,190,246.08
FY 2025 Supplemental RECLAIM Allocation	(3A) \$ _____
FY 2025 Targeted RECLAIM Allocation	(4A) \$ _____
FY 2025 Competitive RECLAIM Allocation	(5A) \$ _____
FY 2025 JDAI Allocation	(6A) \$ _____
FY 2025 Y/E EVB Program Development Allocation	(7A) \$ _____
FY 2025 Behavioral Health Juvenile Justice (BHJJ)	(8A) \$ _____
Allocations Subtotal	(A) \$ 1,516,797.08
Tentative Carryover Balance as of 6/30/24 and Carryover Limit	
Subsidy Grant Carryover (YSG + RECLAIM)*	(1B) \$ 285,252.73
Targeted RECLAIM Carryover	(2B) \$ _____
Competitive RECLAIM Carryover	(3B) \$ _____
JDAI Carryover	(4B) \$ 13,626.50
Y/E EVB Program Development Carryover (Include any former HB-153 Funds)	(5B) \$ _____
Behavioral Health Juvenile Justice (BHJJ)	(6B) \$ _____
Tentative Carryover Subtotal	(B) \$ 298,879.23
Carryover Limit	(C) \$ 337,622.62
<i>(25% of Total FY 2023 RECLAIM and Youth Services Grant Allocations)</i>	
Exemptions	
Subsidy Grant Carryover Exemption (YSG + RECLAIM)*	(1D) \$ _____
Targeted RECLAIM Exemption	(2D) \$ _____
Competitive RECLAIM Exemption	(3D) \$ _____
JDAI Exemption	(4D) \$ 13,626.50
Y/E EVB Program Development	(5D) \$ _____
Behavioral Health Juvenile Justice (BHJJ)	(6D) \$ _____
Total Exemptions	(D) \$ 13,626.50
Withholdings	
Subsidy Grant (YSG + RECLAIM)*	(1E) \$ _____
Targeted RECLAIM	(2E) \$ _____
Competitive RECLAIM	(3E) \$ _____
JDAI	(4E) \$ _____
Y/E EVB Program Development	(5E) \$ _____
Behavioral Health Juvenile Justice (BHJJ)	(6E) \$ _____
Withholding Estimate (to be withheld from FY 2025 payments)	(E) \$ -
Available Program Funds	
Subsidy Grant (YSG + RECLAIM)*	(1F) \$ 1,802,049.81
Targeted RECLAIM	(2F) \$ _____
Competitive RECLAIM	(3F) \$ _____
JDAI	(4F) \$ 13,626.50
Y/E EVB Program Development	(5F) \$ _____
Behavioral Health Juvenile Justice (BHJJ)	(6F) \$ _____
Total Available FY 2025 Program Funds	(F) \$ 1,815,676.31
Estimated Program Costs	
Subsidy Grant Estimated Program Costs (YSG & RECLAIM)*	(1G) \$ 1,627,860.71
Targeted RECLAIM Estimated Program Costs	(2G) \$ _____
Competitive RECLAIM Estimated Program Costs	(3G) \$ _____
JDAI Estimated Program Costs	(4G) \$ 11,600.00
Y/E EVB Program Development Costs	(5G) \$ _____
Behavioral Health Juvenile Justice (BHJJ)	(6G) \$ _____
Total Estimated FY 2025 Expenditures	(G) \$ 1,639,460.71
Unallocated Funds	
Subsidy Grant Unallocated (YSG & RECLAIM)*	(1H) \$ 174,189.10
Targeted RECLAIM Unallocated	(2H) \$ _____
Competitive RECLAIM Unallocated	(3H) \$ _____
JDAI Unallocated	(4H) \$ 2,026.50
Y/E EVB Program Development Unallocated	(5H) \$ _____
Behavioral Health Juvenile Justice (BHJJ)	(6H) \$ _____
Total Unallocated FY 2025 Funds	(H) \$ 176,215.60
<i>* Supplemental Allocation included in RECLAIM amount</i>	

ATTACHMENT A
Page 2

County: Warren

Prepared By: Laura Schneckner

FY: 25

Phone # 513-695-1615

Funding Category	Activity Purpose	Local Program Name	Program Funding
Subsidy Grant	Behavioral Change	Residential-Mary Haven Youth Center	\$ 798,149.79
Subsidy Grant	Behavioral Change	Evening Reporting Center	\$ 197,825.13
Subsidy Grant	Skill Knowledge	Day Treatment Program-SOS	\$ 223,151.64
Subsidy Grant	Skill Knowledge	Truancy Education Group	\$ 37,500.00
Subsidy Grant	Skill Knowledge	Parent Success	\$ 26,000.00
Subsidy Grant	Skill Knowledge	Family Conflict Resolution	\$ 50,000.00
Subsidy Grant	Support Activity Tracking	GPS	\$ 21,000.00
Subsidy Grant	Support Activity Tracking	Emergency Foster Care	\$ 3,858.75
Subsidy Grant	Support Activity Admission	Drug Testing	\$ 6,300.00
Subsidy Grant	Support Activity Admission	Detention Services	\$ 12,780.00
Subsidy Grant	Support Activity Admission	Clinical Assessments	\$ 13,550.00
Subsidy Grant	Support Activity Admission	Court Appointed Special Advocates	\$ 148,762.40
JDAI	Behavioral Change	Intensive Home Based	\$ 10,000.00
JDAI	Grant Administration	JDAI	\$ 1,600.00
Subsidy Grant	Skill Knowledge	Online Interventions	\$ 4,500.00
Subsidy Grant	Support Activity Admission	Organized Community Activities	\$ 3,000.00
Subsidy Grant	Grant Administration	Training	\$ 20,000.00
Subsidy Grant	Support Activity Tracking	Mentoring Services	\$ 39,000.00
Subsidy Grant	Support Activity Tracking	Community Service-Restitution	\$ 22,483.00
Total Program Costs			\$ 1,639,460.71

Note: For each program, indicate the Funding Source, Primary Purpose, Local Program Name, and the total budget for the program. Please list programs in order by funding source (Subsidy Grant, Targeted, JDAI, Competitive, DAEI, Y/E EVB Program Development) then by local program name.

Provide the Juvenile Court Budget for the Current Year:

\$ 4,498,898.00

Exclude the following:

1. Any state or federal funding
2. Operational costs of detention centers, rehabilitation centers, or other facilities

Resolution

Number 24-0666

Adopted Date May 21, 2024

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

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

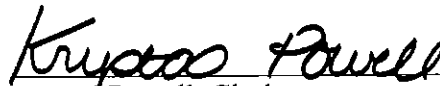
Triple A Pro Services / AAA Wastewater Services, Inc.
3677 Anthony Lane
Franklin, Ohio 45005

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

Resolution adopted this 21st day of May 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

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

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

This agreement is entered into by and between on this 29 day of April, 2024, between the Warren County Board of Commissioners on behalf of the OhioMeansJobs Warren County, 300 East Silver St, Lebanon, Ohio 45036, hereinafter referred to as OMJWC, **Triple A Pro Services AAA Wastewater Services, Inc., 3677 Anthony Lane, Franklin, Ohio 45005** hereinafter referred to as Worksite, for the employment of youth as authorized by the TANF Summer Youth Employment Program from date of action by the Board of Commissioners through June 30, 2025.

WITNESSETH:

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

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

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

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

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

Work Experience Program records and/or the participant's file: name and age of participant, application, employment questionnaire, job location, job title and job description. Worksite information will be included in Attachment A of the Worksite Agreement. Additional participants may be added throughout the duration of the Worksite Agreement.

- D. Youth may be required to attend TANF Summer Youth required training sessions and seminars. These will be scheduled in advance in collaboration with the Worksite Supervisor and the TANF Work Experience Program Supervisor and Coordinator. In the event that a session takes place during the youth's regularly scheduled work time, the total time spent in paid training cannot exceed the number of hours permitted for that particular day as specified in this agreement.
- E. OMJWC or its authorized representative, the Secretary of Labor or his/her authorized representative(s) and the Governor of the State of Ohio or his/her authorized representative(s) may at all times have the right to access, and inspect when necessary and without prior notice, the place of work under this agreement and any records pertinent to this agreement, to assure the progress and quality of training or to determine compliance with the agreement's terms.
- F. The Worksite agrees that the services of the TANF Work Experience Program participants will not displace regular employees but will be used to augment the regular workforce or for special programs designed for youth. Further, any Worksite that has laid-off an employee within a requested job classification will not have its request filled until twelve months from the date that the lay-off occurred.
- G. The Worksite agrees that youth will not be involved in programs or activities which are in violation of Federal or State regulations, as amended, governing religious/sectarian or political activities.
- H. The Worksite shall save and hold harmless OMJWC, OhioMeansJobs of Warren County, the Board of Warren County Commissioners and their employees from liability of any nature arising from the participation in TANF Summer Youth funded programs, including, but not limited to: cost and expenses for or on account of any suits or damages of any character whatsoever resulting from injuries or damages sustained by persons or property resulting in whole or in part from negligent performance or omission of an employee, agent or representative of the Worksite, as well as the youth and other individuals working for the Worksite agency pursuant to this agreement.
- I. The Worksite agrees to provide, at their expense, adequate and qualified adult supervision. The Worksite must be responsible for assuring the Worksite Supervisors comply with the requests of the TANF Work Experience Program Coordinator regarding issues related to TANF Work Experience Program participants and in particular maintain accurate youth timesheets. The Worksite Supervisor will be held responsible for keeping accurate records of hours worked by each youth.

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

Wages requested must be for hours worked (or spent in OMJWC approved training/counseling sessions scheduled during regular work hours only). Time sheets must be signed by each youth and his/her supervisor before payroll checks can be issued. Records pertinent to this agreement shall be retained by the worksite for the duration of the program and thereafter delivered to OMJWC within seven days to be properly stored.

- J. The Worksite assures that no person under its employment who presently exercises any functions or responsibilities in connection with OMJWC or TANF Summer Youth funded projects or programs, has or had any financial interest, direct or indirect; in this agreement, nor will the Worksite hire any person having such financial interest.
- K. The Worksite assures that it will fully comply with the requirements of the OMJWC, all Federal regulations.
- L. The Worksite agrees to abide by all Federal, State and local labor laws; State of Ohio and Federal Child Labor Law restrictions (Attachment B); Civil Rights Provisions which include, but are not limited to, Title VI and VII of the 1964 Civil Rights Act; Ohio Revised Code 4112; Age Discrimination Enforcement Act; Rehabilitation Act of 1973; as well as any and all amendments thereto.
- M. The Worksite agrees and understands that participation in TANF Work Experience Programs requires no compensation of any kind to either party, and that there will be no compensation of any kind made to the Worksite.
- N. The Worksite shall comply with all Federal and State Occupational Safety and Health Regulations (OSHA) dealing with safety of workers on the worksite. The Worksite shall save and hold harmless OMJWC, OhioMeansJobs of Warren County, The Board of Warren County Commissioners, the Area 12 Council of Governments, Area 12 Workforce Investment Board and their employees, from any and all liability that may arise as a result of an OSHA violation.
- O. Any changes in supervision, Worksite location, work duties or schedule for youth assigned to the Worksite, or any other changes in this Agreement, will be made only with prior written notification to and written approval from the OMJWC TANF Work Experience Program Coordinator. Failure to follow this procedure may result in immediate termination of the Worksite Agreement at the sole discretion of OMJWC.
- P. The Worksite and the OMJWC understand and agree that signing of this agreement does not guarantee the placement of youth at the Worksite(s). OMJWC will notify the Worksite if there will be a reduced number or no

placement of youth due to the unavailability of youth within fifteen (15) days after the beginning of the program.

Q. This agreement may be terminated without cause ten days following the receipt of written notice of termination given by either party. This agreement may be immediately terminated without legal or financial liability of OMJWC for the causes listed below:

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

R. INSURANCE

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

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

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

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

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

Vendor (worksite) shall also deliver to Lessor, at least 15 days prior to the expiration date of each policy or policies (or of any renewal policy or policies), certificates for the renewal policies of the insurance coverage required herein.

- S. This agreement may be modified upon mutual consent of both parties.
- T. **GROUNDS FOR DISCIPLINARY ACTION AND PENALTIES.** Upon enrollment, each youth will be given work rules and the disciplinary policies (Attachment C) which is included in the Youth's Participant Manual. If the Worksite has any additional rules which shall apply to the youth's conduct, these shall be indicated in the space provided below. The Worksite may add rules or reinforce rules, but no rules may be deleted from Attachment C. It is agreed that the rules indicated in Attachment C will be in effect at the Worksite.

Rule:	Group:
No Smoking	
No Vaping	
No shorts	
No cell phone usage	

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

IN WITNESS WHEREOF, the parties have executed this Agreement on this 5th
day of May, 2024.

WARREN COUNTY BOARD OF COMMISSIONERS:

* [Signature]
David G Young, President

WORKSITE:

Triple A Pro Services
Worksite Name

[Signature] 5/5/24
Signature/Worksite Administrator Date

President
Title of Worksite Administrator

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

Signature of Authorized Organized Labor Representative Date

~~WARREN COUNTY OHIO MANUFACTURING JOBS
WARREN COUNTY JFS, DIVISION OF HUMAN SERVICES~~

[Signature] 5/8/24
Josh Hisle OMJWC, Deputy Director Date

APPROVED AS TO FORM:

[Signature]
Adam Nice, Assistant Prosecuting Attorney

Attachment A

Warren Co. TANF Summer Youth Employment Program
Request Form

I. Agency Information:

Agency Name: Triple A Pro Services
 Address: 3677 Anthony Ln. Franklin, OH 45005
 Phone: 937.746.6361 E-mail tim@calltriplea.com
 Agency Administrator: Bryan Doyle bryan@calltriplea.com
 Contact Person: Bryan Doyle, Operations Manager
 FEIN#: 31-0934573 C: 513-767-8256

II. Program Information: Work for the youth will begin at the worksite on or about May 1, 2024 and continue until on or about _____. Be sure that you have enough work for the number of youth you request. Youth will work a maximum of ___ hours per week, normally ___ hours per day. Any request for change in hours, job duties or supervisor must be made in written or verbal form to the One-Stop in advance of the change.

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

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

Worksite	Name and Phone # of Supervisor	Number of youth requested	Preferred Age of Youth	Schedule of Hours	Interview Requested?
Outdoor	Bryan Doyle 513-767-8256	4	16+	From: 8 AM To: Job Finished	<input checked="" type="radio"/> Yes No
Inside	Bryan Doyle	1	16+	From: 8 AM To: Job Finished	<input checked="" type="radio"/> Yes No
				From: To:	Yes No
				From: To:	Yes No

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

Worksite #1 Project driven includes weeding, painting, farm work, mowing, cleaning, organizing, digging, parts running, inventory,
Worksite #2 office driven - filing, organizing, cleaning, inventory, research, other duties as needed.
Worksite #3 _____

Worksite #4 _____

Worksite #5 _____

IV. Additional Information:

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

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

mower, weed-eater, skid steer (tracked)

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

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

possible work inside or will be sent home

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

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

Tanya J. Hulse
Signature of Worksite Administrator/Title

5/5/24
Date

Josh Hisle, Deputy Director, OhioMeansJobs Warren County

Date

Attachment B

Minor Labor Laws

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

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

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

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

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

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

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

GROUNDS FOR DISCIPLINARY ACTIONS AND PENALTIES

GROUP I OFFENSES

FIRST OFFENSE- Written reprimand

SECOND OFFENSE- Written reprimand, counseling

THIRD OFFENSE – Three days suspension

FOURTH OFFENSE – Termination

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

GROUP II OFFENSES

FIRST OFFENSE – Written reprimand, counseling

SECOND OFFENSE - Three (3) day suspension WITHOUT PAY

THIRD OFFENSE- Termination

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

GROUP III OFFENSES

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

SECOND OFFENSE – Termination

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

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

Resolution

Number 24-0667

Adopted Date May 21, 2024

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

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

The Hair Connection
4379 S Dixie Hwy
Franklin, Ohio 45005

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

Resolution adopted this 21st day of May 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

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

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

This agreement is entered into by and between on this 7 day of May, 2024, between the Warren County Board of Commissioners on behalf of the OhioMeansJobs Warren County, 300 East Silver St, Lebanon, Ohio 45036, hereinafter referred to as OMJWC, **The Hair Connection, 4379 S Dixie Hwy, Franklin, OH 45005** hereinafter referred to as Worksite, for the employment of youth as authorized by the TANF Youth Employment Program from date of action by the Board of Commissioners through June 30, 2025.

WITNESSETH:

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

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

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

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

- A. OMJWC in conjunction with Southwest Ohio Council of Governments will provide youth recruitment, intake and job placement; payroll preparation and distribution; youth counseling; worksite visitation/evaluation; and other TANF Work Experience Program services for youth and technical assistance to the Worksite and youth, as required.
- B. OMJWC is mandated by law to serve only low income youth with identified barriers, as defined by the TANF Youth Employment Program and Ohio's Comprehensive Case Management and Employment Program (CCMEP). The Worksite, in operating programs funded under the TANF Work Experience Program, assures that it will administer its program in full compliance with safeguards against fraud and abuse as set forth in the program regulations; that no portion of its TANF Work Experience Program will in any way discriminate against, deny services to or exclude from participation any person on the grounds of race, color, national origin, religion, age, sex, handicap or political affiliation or belief; and that it will target employment and training services to those most in need of them and best able to benefit from them.
- C. Timesheets, signed by the participant and the worksite supervisor, will be on file in the OMJWC office. The following information will be available in the TANF Work Experience Program records and/or the participant's file: name and age of participant, application, employment questionnaire, job location, job title and job description. Worksite information will be included in Attachment A of the Worksite Agreement. Additional participants may be added throughout the duration of the Worksite Agreement.
- D. Youth may be required to attend TANF Youth required training sessions and

seminars. These will be scheduled in advance in collaboration with the Worksite Supervisor and the TANF Work Experience Program Supervisor and Coordinator. In the event that a session takes place during the youth's regularly scheduled work time, the total time spent in paid training cannot exceed the number of hours permitted for that particular day as specified in this agreement.

- E. OMJWC or its authorized representative, the Secretary of Labor or his/her authorized representative(s) and the Governor of the State of Ohio or his/her authorized representative(s) may at all times have the right to access, and inspect when necessary and without prior notice, the place of work under this agreement and any records pertinent to this agreement, to assure the progress and quality of training or to determine compliance with the agreement's terms.

- F. The Worksite agrees that the services of the TANF Work Experience Program participants will not displace regular employees, but will be used to augment the regular workforce or for special programs designed for youth. Further, any Worksite that has laid-off an employee within a requested job classification will not have its request filled until twelve months from the date that the lay-off occurred.

- G. The Worksite agrees that youth will not be involved in programs or activities which are in violation of Federal or State regulations, as amended, governing religious/sectarian or political activities.

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

- I. The Worksite agrees to provide, at their expense, adequate and qualified adult supervision. The Worksite must be responsible for assuring the Worksite Supervisors comply with the requests of the TANF Work Experience Program Coordinator regarding issues related to TANF Work Experience Program participants and in particular, maintain accurate youth timesheets. The Worksite Supervisor will be held responsible for keeping accurate records of hours worked by each youth.

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

Wages requested must be for hours worked (or spent in OMJWC approved training/counseling sessions scheduled during regular work hours only). Time sheets must be signed by each youth and his/her supervisor before payroll checks can be issued. Records pertinent to this agreement shall be retained by the worksite for the duration of the program and thereafter delivered to OMJWC within seven days to be properly stored.

- J. The Worksite assures that no person under its employment who presently exercises any functions or responsibilities in connection with OMJWC or TANF Youth funded projects or programs, has or had any financial interest, direct or indirect; in this agreement, nor will the Worksite hire any person having such financial interest.

- K. The Worksite assures that it will fully comply with the requirements of the OMJWC, all Federal regulations.

L. The Worksite agrees to abide by all Federal, State and local labor laws; State of Ohio and Federal Child Labor Law restrictions (Attachment B); Civil Rights Provisions which include, but are not limited to, Title VI and VII of the 1964 Civil Rights Act; Ohio Revised Code 4112; Age Discrimination Enforcement Act; Rehabilitation Act of 1973; as well as any and all amendments thereto.

M. The Worksite agrees and understands that participation in TANF Work Experience Programs requires no compensation of any kind to either party, and that there will be no compensation of any kind made to the Worksite.

N. The Worksite shall comply with all Federal and State Occupational Safety and Health Regulations (OSHA) dealing with safety of workers on the worksite. The Worksite shall save and hold harmless OMJWC, OhioMeansJobs of Warren County, The Board of Warren County Commissioners, the Area 12 Council of Governments, Area 12 Workforce Investment Board and their employees, from any and all liability that may arise as a result of an OSHA violation.

O. Any changes in supervision, Worksite location, work duties or schedule for youth assigned to the Worksite, or any other changes in this Agreement, will be made only with prior written notification to and written approval from the OMJWC TANF Work Experience Program Coordinator. Failure to follow this procedure may result in immediate termination of the Worksite Agreement at the sole discretion of OMJWC.

P. The Worksite and the OMJWC understand and agree that signing of this agreement does not guarantee the placement of youth at the Worksite(s). OMJWC will notify the Worksite if there will be a reduced number or no placement of youth due to the unavailability of youth within fifteen (15) days after the beginning of the program.

Q. This agreement may be terminated without cause ten days following the receipt of written notice of termination given by either party. This agreement may be immediately terminated without legal or financial liability of OMJWC for the causes listed below:

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

R. **INSURANCE**

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

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

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

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

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

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

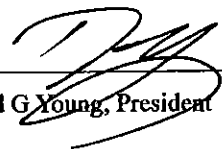
T. **GROUNDS FOR DISCIPLINARY ACTION AND PENALTIES.** Upon enrollment, each youth will be given work rules and the disciplinary policies (Attachment C) which is included in the Youth's Participant Manual. If the Worksite has any additional rules which shall apply to the youth's conduct, these shall be indicated in the space provided below. The Worksite may add rules or reinforce rules, but no rules may be deleted from Attachment C. It is agreed that the rules indicated in Attachment C will be in effect at the Worksite.

Rule:	Group:

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

IN WITNESS WHEREOF, the parties have executed this Agreement on this 21
day of MAY, 2024.

WARREN COUNTY BOARD OF COMMISSIONERS:

* 

David G Young, President

WORKSITE:

The Hair Connection LLC

Worksite Name

Natasha Allen

Signature/Worksite Administrator

May 7. 2024

Date

Owner

Title of Worksite Administrator

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

Signature of Authorized Organized Labor Representative Date

OK TO MEANS OURS
WARREN COUNTY JFS, DIVISION OF ~~HUMAN SERVICES~~



Josh Hisle OMJWC, Deputy Director

5/8/24

Date

APPROVED AS TO FORM:

Adam Nice

Adam Nice, Assistant Prosecuting Attorney

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

I. Agency Information:

Agency Name: The Hair Connection LLC

Address: 4379 S. Dixie Hwy Franklin Ohio 45005

Phone: 513-424-7662 E-mail hairconnection4u@gmail.com

Agency Administrator: Natasha Allen cell 513-515-5971

Contact Person: Natasha Allen

FEIN#: 274 397 263

II. Program Information: Work for the youth will begin at the worksite on or about May 14 2024 and continue until on or about May 2024. Be sure that you have enough work for the number of youth you request. Youth will work a maximum of 40 hours per week, normally 8 hours per day. Any request for change in hours, job duties or supervisor must be made in written or verbal form to the One-Stop in advance of the change.

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

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

Worksite	Name and Phone # of Supervisor	Number of youth requested	Preferred Age of Youth	Schedule of Hours	Interview Requested?
				From: To:	Yes No
				From: To:	Yes No
				From: To:	Yes No
				From: To:	Yes No

Attachment A

III. Job Description(s): Each v _____ d in the same building (i.e. clerical and custodial) should be listed as a separate worksite.

Worksite #1 Business Administration and running a salon

Worksite #2 _____

Worksite #3 _____

Worksite #4 _____

Worksite #5 _____

IV. Additional Information:
Is your agency planning to have youth use power-driven machinery and/or perform

any "hazardous occupational orders"? (Please refer to Child Labor Laws)
Yes X No If yes, please describe the type of power-driven machinery to be used and/or "Hazardous" work tasks.

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

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

pick up another day that week

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

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

Natasha Allen Owner
Signature of Worksite Administrator/Title

May 7, 2024

Date

Minor Labor Laws

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

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

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

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

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

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

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

Date *May 7, 2024*

Josh Hisle, Deputy Director, OhioMeansJobs Warren County

GROUNDS FOR DISCIPLINE Attachment B

GROUP I OFFENSES

FIRST OFFENSE- Written reprimand

SECOND OFFENSE- Written reprimand, counseling

THIRD OFFENSE – Three days suspension

FOURTH OFFENSE – Termination

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

GROUP II OFFENSES

FIRST OFFENSE – Written reprimand, counseling

SECOND OFFENSE - Three (3) day suspension **WITHOUT PAY**

THIRD OFFENSE- Termination

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

GROUP III OFFENSES

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

SECOND OFFENSE – Termination

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

Resolution

Number 24-0668

Adopted Date May 21, 2024

AUTHORIZING ACCEPTANCE OF QUOTE 26209469 FROM ESRI, INC. ON BEHALF OF WARREN COUNTY TELECOMMUNICATIONS FOR ARCGIS DESKTOP STANDARD MAINTENANCE RENEWAL

WHEREAS, ESRI, Inc. will provide ArcGIS Desktop Standard Single Use Primary Maintenance, as indicated on the attached quote for purchase.

NOW THEREFORE BE IT RESOLVED, to accept quote from ESRI, Inc. on behalf of Warren County Telecommunications for ArcGIS Desktop Standard Maintenance Renewal ; as attached hereto and a part hereof.

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

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

Resolution adopted this 21st day of May 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: c/a—ESRI, Inc.
Telecom (file)



Esri Inc
380 New York Street
Redlands CA 92373

Subject: Renewal Quotation

Date: 04/25/2024
To: Warren County Telecommunications Ac
Organization: County of Warren
Public Safety Network &
Fax #: 513-695-2973 **Phone #:** 513-695-1319
From: Megan Arreola
Fax #: **Phone #:** + 19093696073 Ext. 6073
Email: marreola@esri.com

Number of pages transmitted
(including this cover sheet): 4

Quotation #26209469
Document Date: 04/25/2024

Please find the attached quotation for your forthcoming term. Keeping your term current may entitle you to exclusive benefits, and if you choose to discontinue your coverage, you will become ineligible for these valuable benefits and services.

If your quote is regarding software maintenance renewal, visit the following website for details regarding the maintenance program benefits at your licensing level
<http://www.esri.com/apps/products/maintenance/qualifying.cfm>

All maintenance fees from the date of discontinuation will be due and payable if you decide to reactivate your coverage at a later date.

Please note: Certain programs and license types may have varying benefits. Complimentary User Conference registrations, software support, and software and data updates are not included in all programs.

Customers who have multiple copies of certain Esri licenses may have the option of supporting some of their licenses with secondary maintenance.

For information about the terms of use for Esri products as well as purchase order terms and conditions, please visit
<http://www.esri.com/legal/licensing/software-license.html>

If you have any questions or need additional information, please contact Customer Service at 888-377-4575 option 5.



esri[®] 380 New York Street
 Redlands, CA 92373
 Phone: + 190936960736073

Quotation

Date: 04/25/2024

Quotation Number: 26209469

Contract Number: 338047

County of Warren
 Public Safety Network &
 Telecommunications Dept
 500 Justice Dr
 Lebanon OH 45036-2379
Attn: Warren County Telecommunications Ac
Email: accountspayable@wcoh.net
Customer Number: 269966

For questions regarding this document, please contact Customer Service at 888-377-4575.

Send Purchase Orders To:

Environmental Systems Research Institute, Inc.
 380 New York Street
 Redlands, CA 92373-8100
 Attn: Megan Arreola

Please include the following remittance address on your Purchase Order:

Environmental Systems Research Institute, Inc.
 P.O. Box 741076
 Los Angeles, CA 90074-1076

Item	Qty	Material#	Unit Price	Extended Price
10	1	93303 ArcGIS Desktop Standard Single Use Primary Maintenance Start Date: 11/17/2024 End Date: 11/16/2025 Subscription ID: 2516529028	1,750.00	1,750.00
1010	1	168630 ArcGIS Desktop Extensions Single Use Primary Maintenance Start Date: 11/17/2024 End Date: 11/16/2025	1,750.00	1,750.00
2010	1	161328 ArcGIS Enterprise Standard Up to Four Cores Maintenance Start Date: 11/17/2024 End Date: 11/16/2025	5,900.00	5,900.00
3010	1	166896 ArcGIS Enterprise GIS Professional Standard User Type Annual	2,956.00	2,956.00

Please note Esri has introduced a price change and this quote reflects current pricing for your organization. It is important to us that we are able to continue to deliver value through enhancements to products, solutions, and capabilities.

Your renewal provides access to all the benefits you are familiar with, which you can review at <https://go.esri.com/maintenance>
 For questions related to the price change, please reach out to your assigned Esri Account Manager.

Quotation is valid for 90 days from document date.

Any estimated sales and/or use tax has been calculated as of the date of this quotation and is merely provided as a convenience for your organization's budgetary purposes. Esri reserves the right to adjust and collect sales and/or use tax at the actual date of invoicing. If your organization is tax exempt or pays state taxes directly, then prior to invoicing, your organization must provide Esri with a copy of a current tax exemption certificate issued by your state's taxing authority for the given jurisdiction.

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

To expedite your order, please reference your customer number and this quotation number on your purchase order.



esri

380 New York Street
Redlands, CA 92373
Phone: + 190936960736073

Quotation

Page 2

Date: 04/25/2024

Quotation Number: 26209469

Contract Number: 338047

Item	Qty	Material#	Unit Price	Extended Price
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Subscription
 Start Date: 11/17/2024
 End Date: 11/16/2025

4010	1	166897	4,055.00	4,055.00
ArcGIS Enterprise GIS Professional Advanced User Type Annual Subscription				
Start Date: 11/17/2024				
End Date: 11/16/2025				

Item Subtotal	16,411.00
Estimated Tax	0.00
Total	USD 16,411.00

DUNS/CEC: 06-313-4175 CAGE: 0AMS3



esri

380 New York Street
Redlands, CA 92373
Phone: + 190936960736073

Quotation

Page 3

Date: 04/25/2024	Quotation No: 26209469	Customer No: 269966	Contract No: 338047
Item Qty Material#		Unit Price	Extended Price

Renew online by using a credit card, purchase order, or by requesting an invoice at <https://www.esri.com/en-us/quote-order/renew>.

If there are any changes required to your quotation please respond to this email and indicate any changes in your invoice authorization.

If you choose to discontinue your support, you will become ineligible for support benefits and services. All maintenance fees from the date of discontinuation will be due and payable if you decide to reactivate your support coverage at a later date.

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at <http://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf>, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at <http://assets.esri.com/content/dam/esrisites/media/legal/ma-full/ma-full.pdf> apply to your purchase of that item. Federal government entities and government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at <http://www.esri.com/en-us/legal/terms/state-supplemental> apply to some state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin.


In order to expedite processing, please reference the quotation number and any/all applicable Esri contract number(s) (e.g. MPA, EA, GSA, BPA) on your ordering document.

USD _____ plus sales tax, if applicable.

Please check one of the following:


I agree to pay any applicable sales tax.

I am tax exempt. Please contact me if Esri does not have my current exempt information on file.

* 
 Signature of Authorized Representative
David G. Young
 Name (Please Print)

5-21-24
 Date
President
 Title

APPROVED AS TO FORM


Derek B. Faulkner
 Asst. Prosecuting Attorney

Resolution

Number 24-0669

Adopted Date May 21, 2024

ENTERING INTO AN EASEMENT AGREEMENT WITH ERIN JOY BRODIE MORGAN FOR WATERLINE AND APPURTENANCES FOR THE TOWNSHIP LINE ROAD WATERMAIN RELOCATION PROJECT

WHEREAS, the Warren County Engineer's Office is currently making improvements to a bridge on Township Line Road; and

WHEREAS, as part of these improvements the Warren County Water and Sewer Department is required to relocate an 8-inch watermain to facilitate construction; and

WHEREAS, specifically the following property has been identified for easement acquisition and negotiations have been conducted with the following results:

Parcel #	Owner	Compensation
09-24-200-002	Erin Joy Brodie Morgan	\$1,000

WHEREAS, this Board, on May 14, 2024, adopted Resolution 24-0639 approving easement acquisition compensation.

NOW THEREFORE BE IT RESOLVED, to enter into easement agreement with Erin Joy Brodie Morgan for permanent easement on the parcel located along the watermain alignment. Copy of said agreement is attached here to 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 – absent
Mr. Young – yea
Mrs. Jones – yea

Resolution adopted this 21st day of May 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: c/a – Morgan, Erin Joy Brodie
Easement file
Water/Sewer (file)
Recorder (certified)

Grantor: Erin Joy Brodie Morgan
Property Address: 7003 Township Line Rd,
Waynesville, OH 45068
Parcel Number: 0924200002
Auditor's Account Number: 0300039

**EASEMENT & AGREEMENT FOR
WATERLINE & APPURTENANCES**

THIS EASEMENT & AGREEMENT is entered into on the dates stated below by **Erin Joy Brodie Morgan**, whose tax mailing address is 7003 Township Line Road, Waynesville, Ohio 45068 (hereinafter "Grantor"), and the **Warren County Board of County Commissioners**, whose address is 406 Justice Drive, Lebanon, OH 45036 (hereinafter "Grantee").

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

WITNESSETH, that Grantor for and in consideration of one thousand dollars (\$1,000.00) and other good and valuable consideration paid by Grantee, the receipt and sufficiency of which are hereby stipulated, does hereby grant, bargain, sell and convey to the said Grantee, its successors and assigns forever, certain rights, privileges and easements in, on, over, under, through, across and above certain real estate owned by Grantor as described in Exhibit "A" and as illustrated in Exhibit "B" attached hereto and made a part hereof.

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

- 1) Restoration upon completion of construction, to a condition as good as reasonably possible but not better than existed prior to Grantee entering onto the property; and,

2) None.

The permanent easement being granted herein is part of a parcel located in Clearcreek Township, Warren County, Ohio consisting of 9.957 acres, and being the same premises described in a deed recorded in 2020-022017 of the Official Records of the Warren County, Ohio Recorder's Office, but the permanent easement is located on and effects only that part of the above referenced real estate as particularly described in Exhibit "A" and illustrated in Exhibit "B".

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

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

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

3. The Grantee shall have a permanent right of entry in, on, over, under, through, across and above the permanent easement area by its employees or agents,

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

4. Grantor shall not erect or cause to be erected any building or other structures (including but not limited to retaining walls), or impound any water, or plant any trees or shrubs within the limits of the above described permanent easement. However, Grantor shall have the right to use the land within the limits of said permanent easement in a manner not inconsistent with the rights conveyed to the Grantee.

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

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

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

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

This Agreement contains the entire Agreement between the parties and supersedes all prior written or oral agreements between the parties. No representations,

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

GRANTOR:

IN EXECUTION WHEREOF, _____ the duly authorized
_____ of Erin Joy Brodie Morgan, has
set their hands to this instrument on the date stated below, in accordance with a corporate
resolution, consent action, vote of its directors or officers, or as otherwise authorized by
Grantor's articles of incorporation, constitution or by-laws.

GRANTOR:

SIGNATURE: Erin Joy Brodie Morgan
PRINTED NAME: Erin Joy Brodie Morgan
DATE: May 7, 2024

STATE OF OHIO, COUNTY OF WARREN, ss:

BE IT REMEMBERED, that on the 7th day of MAY, 2024, before
me, the subscriber, a Notary Public, in and for said County and State, personally
appeared the person known or proven to me to be ERIN JOY BRODIE, whose title is
_____, of _____ MORGAN, whose name is
subscribed hereto and he (she) executed the forgoing instrument, and acknowledged the
signing and execution of said instrument is his (her) free and voluntary act and deed as
its authorized representative for the uses and purposes stated in this instrument.

Notary Public: Dominic M. Brigano
My Commission Expires: 02/06/2027

[SEAL]



DOMINIC M. BRIGANO
NOTARY PUBLIC
STATE OF OHIO
Comm. Expires
02/06/2027
Recorded in
Warren County

GRANTEE:

IN EXECUTION WHEREOF, the Warren County Board of County Commissioners has caused this instrument to be executed by David G. Young its President or Vice-President, on the date stated below, pursuant to Resolution Number 24-0669, dated 5-21-24.

**WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS**

Signature: * [Signature]
Printed Name: David G. Young
Title: President
Date: 5-21-24

STATE OF OHIO, COUNTY OF WARREN, ss.

BE IT REMEMBERED, on this 21 day of May, 2024, before me, the subscriber, a Notary Public in and for said state, personally came an individual known or proven to be David G. Young, whose title is **President or Vice-President** of the **Warren County Board of County Commissioners**, and pursuant to the authority granted to him or her to act on its behalf, and while acting in such official capacity, did acknowledge the signing thereof to be his or her voluntary act and deed.



ASHLEY M WATTS
NOTARY PUBLIC - STATE OF OHIO
Comm. No. 2024-RE-874018
My Commission Expires Feb. 21, 2029

Notary Public: [Signature]
My Commission Expires: 2-21-29

Approved as to form by:

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

[Signature]

By: Assistant Prosecutor

Date: 5/14/24

WAIVER [OF APPRAISAL]

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

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

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

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

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

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

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

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

Resolution

Number 24-0670

Adopted Date May 21, 2024

ACKNOWLEDGING PAYMENT OF BILLS

BE IT RESOLVED, to acknowledge payment of bills from 5/14/24 and 5/16/24 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:

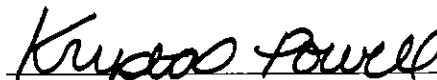
Mr. Grossmann – absent

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 21st day of May 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

/kp

cc: Auditor ✓

Resolution

Number 24-0671

Adopted Date May 21, 2024

APPROVING APPROPRIATION ADJUSTMENTS FROM COMMISSIONERS GENERAL FUND #11011110 INTO SHERIFF'S OFFICE FUND #11012210

BE IT RESOLVED, to approve the following appropriation adjustments from Commissioners Fund #11011110 into Sheriff's Office Fund #11012210 in order to process a vacation payout for Jennifer Johnson, former employee of the Sheriff's Office - Corrections:

\$2,559.00 from #11011110-5882 (Commissioners – Vacation Leave Payout)
 into #11012210-5882 (Sheriff's Office – Vacation Leave Payout)

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

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

Resolution adopted this 21st day of May 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

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

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

Resolution

Number 24-0672

Adopted Date May 21, 2024

APPROVING APPROPRIATION ADJUSTMENTS WITHIN ENGINEER'S OFFICE FUND
#11011750

BE IT RESOLVED, to approve the following appropriation adjustments:

\$2,000.00	from	#11011750-5102	(Tax Map Regular Salaries)
\$1,000.00	into	#11011750-5881	(Sick Leave Payout)
\$1,000.00	into	#11011750-5882	(Vacation Leave Payout)

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

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

Resolution adopted this 21st day of May 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Auditor
Appropriation Adj. file
Engineer (file)

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

Resolution

Number 24-0673

Adopted Date May 21, 2024

APPROVING APPROPRIATION ADJUSTMENT WITHIN THE OHIOMEANSJOBS
WARREN COUNTY FUND #2258

BE IT RESOLVED, to approve the following appropriation adjustments within the
OhioMeansJobs Warren County Fund # 2258:

\$ 38,000.00	from	22585800-5102	(Regular Salaries)
\$ 8,000.00	into	22585800-5421	(Rent or Lease)
\$ 30,000.00	into	22585800-5663	(Classroom Training Adults)

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

Resolution adopted this 21st day of May 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Auditor
Appropriation Adjustment file
OhioMeansJobs (file)

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

Resolution

Number 24-0674

Adopted Date May 21, 2024

APPROVING APPROPRIATION ADJUSTMENT WITHIN COUNTY COURT FUND #2269

BE IT RESOLVED, to approve the following appropriation adjustment within County Court Fund 2269:

\$1,000.00	from	#22691280-5210	(Materials & Supplies)
	into	#22691280-5911	(Non-Taxable Meal Fringe)

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 on the 21st day of May 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Auditor
Appropriation Adjustment file
County Court (file)

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

Resolution

Number 24-0675

Adopted Date May 21, 2024

APPROVING APPROPRIATION ADJUSTMENTS WITHIN CHILDREN SERVICES FUND
#2273

BE IT RESOLVED, to approve the following appropriation adjustments:

\$ 236.02	from #22735100-5460	(Insurance)
	into #22735100-5447	(Child Placement Specialized)
\$30,706.73	from #22735100-5820	(Health & Life Insurance)
	into #22735100-5447	(Child Placement Specialized)

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

Resolution adopted this 21st day of May 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

jc/

cc: Auditor
Appropriation Adj. file
Children Services (file)

Resolution

Number 24-0676

Adopted Date May 21, 2024

APPROVING REQUISITIONS AND AUTHORIZING COUNTY ADMINISTRATOR TO SIGN DOCUMENTS RELATIVE THERETO

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

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

Mr. Grossmann – absent

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 21st day of May 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

/kp

cc:

Commissioners' file

REQUISITIONS

Department	Vendor Name	Description	Amount	
ENG	ERIN J MORGAN	ENG. TEMPORARY ENTRANCE TWP LI	\$ 450.00	*easement agreement in packet
WAT	ZIMMER TRACTOR INC	SEW KUBOTA RTV-X1100CWL	\$ -	*capital purchase/ no price due to replacement credit
ENG	REQ BLANKET VENDOR	ENG.TEMP ENT/WORK AGREE LOWER	\$ 1.00	*temp. entrance agreement in packet
TEL	ENVIRMNTL SYSTMS RESEAR INST	TEL RENEWAL-ESRI ARC/GIS MAINT	\$ 16,411.00	*contract in packet

PO CHANGE ORDERS

ENG	FORD DEVELOPMENT CORP	ENG. MASN MRRW MILLGRV BRIDGE I	\$ 5,186.14	*increase
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5/21/24 APPROVED:



Martin Russell, County Administrator