

Resolution

Number 20-0204

Adopted Date February 18, 2020

HIRE LUELLO PALO AS PROTECTIVE SERVICES CASEWORKER II, WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION

BE IT RESOLVED, to hire Luella Palo, Protective Services Caseworker II, within the Warren County Department of Job and Family Services, Children Services Division, classified, full-time permanent, non-exempt status (40 hours per week), Pay Grade #8, \$19.04 per hour, under the Warren County Job and Family Services compensation plan, effective February 24, 2020, subject a negative background check, drug screen and a 365 day probationary period; and

BE IT FURTHER RESOLVED, that Ms. Palo will not receive the typical three percent (3%) increase upon completion of probation as her wage reflects her experience.

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

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

Resolution adopted this 18th day of February 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

H/R

cc: Children Services (file)
L. Palo's Personnel file
OMB – Sue Spencer

Resolution

Number 20-0205

Adopted Date February 18, 2020

HIRE ANNA WHITE, ELIGIBILITY REFERRAL SPECIALIST II, WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, HUMAN SERVICES DIVISION

BE IT RESOLVED, to hire Anna White within the Warren County Department of Job and Family Services, Human Services Division, classified, full-time permanent, non-exempt status (40 hours per week), Pay Grade #6, \$15.22 per hour, under the Warren County Job and Family Services compensation plan, effective February 24, 2020 subject a negative drug screen and a 365 day probationary period.

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

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

Resolution adopted this 18th day of February 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

H/R

cc: Human Services (file)
Anna White's Personnel file
OMB – Sue Spencer

Resolution

Number 20-0206

Adopted Date February 18, 2020

HIRE KARI BLAKE, ELIGIBILITY REFERRAL SPECIALIST II, WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, HUMAN SERVICES DIVISION

BE IT RESOLVED, to hire Kari Blake within the Warren County Department of Job and Family Services, Human Services Division, classified, full-time permanent, non-exempt status (40 hours per week), Pay Grade #6, \$15.22 per hour, under the Warren County Job and Family Services compensation plan, effective February 24, 2020 subject a negative drug screen and a 365 day probationary period.

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

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

Resolution adopted this 18th day of February 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

H/R

cc: Human Services (file)
Kari Blake's Personnel file
OMB – Sue Spencer

Resolution

Number 20-0207

Adopted Date February 18, 2020

HIRE KIMBERLY FRICK AS A SOCIAL SERVICE WORKER II, WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, HUMAN SERVICES DIVISION

BE IT RESOLVED, to hire Kimberly Frick, as a Social Service Worker II, within the Warren County Department of Job and Family Services, Human Services Division, full-time, 40 hours per week, Pay Grade 7, \$16.79 per hour, under the Warren County Job and Family Service, Human Services compensation plan, effective March 9, 2020, subject to a negative drug screen, background check and a 365-day probationary period; and

BE IT FURTHER RESOLVED, that Ms. Frick will not receive the typical three percent (3%) increase upon completion of probation as her wage reflects her experience.

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

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

Resolution adopted this 18th day of February 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Human Services (file)
K. Frick's Personnel file
OMB – Sue Spencer

Resolution

Number 20-0208

Adopted Date February 18, 2020

HIRE MARY ALLYSON MCKENZIE AS CUSTODIAL WORKER I WITHIN THE WARREN COUNTY DEPARTMENT OF FACILITIES MANAGEMENT

BE IT RESOLVED, to hire Mary Allyson McKenzie as Custodial Worker I within the Department of Facilities Management, classified, full-time permanent status (40 hours per week), Pay Range #7, \$11.78 per hour, effective March 4, 2020 subject to a negative drug screen, background check and a 365-day probationary period.

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

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

Resolution adopted this 18th day of February 2020.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

H/R

cc: Facilities Management (file)
M. McKenzie's Personnel file
OMB-Sue Spencer

Resolution

Number 20-0209

Adopted Date February 18, 2020

APPROVE LATERAL TRANSFER OF DELAINEY MAX FROM THE POSITION OF PROTECTIVE SERVICES CASEWORKER I TO INVESTIGATIVE CASEWORKER I, WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION

WHEREAS, the Director of Children Services has requested the lateral transfer of Ms. Max to said position; and


NOW THEREFORE BE IT RESOLVED, to approve the lateral transfer of Delainey Max from the position of Protective Services Caseworker I to Investigative Caseworker I within the Warren County Department of Job and Family Services, Children Services Division effective February 24, 2020.

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

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

Resolution adopted this 18th day of February 2020.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Children Services (file)
D. Max's Personnel file
OMB – Sue Spencer

Resolution

Number 20-0210

Adopted Date February 18, 2020

APPROVE END OF 365-DAY PROBATIONARY PERIOD AND APPROVE A PAY INCREASE FOR BRITTANY SMITH WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION

WHEREAS, Brittany Smith, Alternative Response Caseworker II within the Warren County Department of Job and Family Services, Children Services Division, has successfully completed a 365-day probationary period, effective February 4, 2020; and

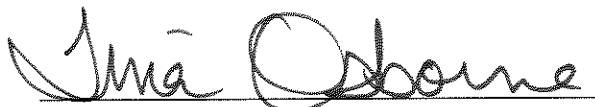
NOW THEREFORE BE IT RESOLVED, to approve Brittany Smith's completion of 365-day probationary period and to approve a pay increase to end of probationary rate of \$19.04 per hour effective pay period beginning February 15, 2020.

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

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

Resolution adopted this 18th day of February 2020.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

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

Resolution

Number 20-0211

Adopted Date February 18, 2020

APPROVE END OF 365-DAY PROBATIONARY PERIOD AND APPROVE A PAY INCREASE FOR BRYSON WELLS WITHIN THE WARREN COUNTY DEPARTMENT OF FACILITIES MANAGEMENT

WHEREAS, Bryson Wells, Custodial Worker I within the Warren County Department of Facilities Management, has successfully completed a 365-day probationary period, effective February 19, 2020; and

NOW THEREFORE BE IT RESOLVED, to approve Bryson Wells' completion of 365-day probationary period and to approve a pay increase to end of probationary rate of \$12.14 per hour effective pay period beginning February 29, 2020.

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

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

Resolution adopted this 18th day of February 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Facilities Management (file)
B. Wells' Personnel File
OMB – Sue Spencer

Resolution

Number 20-0212

Adopted Date February 18, 2020

APPROVE END OF 365-DAY PROBATIONARY PERIOD AND APPROVE A PAY INCREASE FOR CHELSEA MORRIS WITHIN THE WARREN COUNTY DEPARTMENT OF FACILITIES MANAGEMENT

WHEREAS, Chelsea Morris, Custodial Worker I within the Warren County Department of Facilities Management, has successfully completed a 365-day probationary period, effective February 25, 2020; and


NOW THEREFORE BE IT RESOLVED, to approve Chelsea Morris' completion of 365-day probationary period and to approve a pay increase to end of probationary rate of \$12.14 per hour effective pay period beginning February 29, 2020.

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

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

Resolution adopted this 18th day of February 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Facilities Management (file)
C. Morris' Personnel File
OMB – Sue Spencer

Resolution

Number 20-0213

Adopted Date February 18, 2020

APPROVE END OF 365-DAY PROBATIONARY PERIOD AND APPROVE A PAY INCREASE FOR TYLER JOHNSON WITHIN THE WARREN COUNTY BUILDING AND ZONING DEPARTMENT

WHEREAS, Tyler Johnson, Building and Electrical Inspector I within the Warren County Building and Zoning Department, has successfully completed a 365-day probationary period, effective February 19, 2020; and

NOW THEREFORE BE IT RESOLVED, to approve Tyler Johnson's completion of 365-day probationary period and to approve a pay increase to end of probationary rate of \$23.57 per hour effective pay period beginning February 29, 2020.

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

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

Resolution adopted this 18th day of February 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Building/Zoning (file)
T. Johnson's Personnel file
OMB – Sue Spencer

Resolution

Number 20-0214

Adopted Date February 18, 2020

ACCEPT RESIGNATION OF RANDI PHILLIPS, ALTERNATIVE RESPONSE CASEWORKER, WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION, EFFECTIVE FEBRUARY 21, 2020

BE IT RESOLVED, to accept the resignation, of Randi Phillips, Alternative Response Caseworker, within the Warren County Department of Job and Family Services, Children Services Division, effective February 21, 2020.

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

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

Resolution adopted this 18th day of February 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

Resolution

Number 20-0215

Adopted Date February 18, 2020

ACCEPT RESIGNATION OF DIANA O'CONNOR, INVESTIGATIVE CASEWORKER II, WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION, EFFECTIVE FEBRUARY 14, 2020

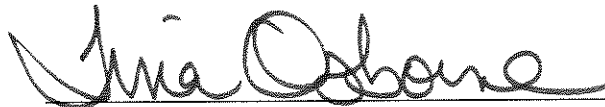
BE IT RESOLVED, to accept the resignation, of Diana O'Connor, Investigative Caseworker II, within the Warren County Department of Job and Family Services, Children Services Division, effective February 14, 2020.

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

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

Resolution adopted this 18th day of February 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Children Services (file)
Diana O'Connor's Personnel File
OMB – Sue Spencer
Tammy Whitaker

Resolution

Number 20-0216

Adopted Date February 18, 2020

ACCEPT RESIGNATION OF MICHAELA REDDICK, ELIGIBILITY REFERRAL SPECIALIST II, WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, HUMAN SERVICES DIVISION, EFFECTIVE JANUARY 29, 2020

BE IT RESOLVED, to accept the resignation, of Michaela Reddick, Eligibility Referral Specialist II, within the Warren County Department of Job and Family Services, Human Services Division, effective January 29, 2020.

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

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

Resolution adopted this 18th day of February 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Human Services (file)
Michaela Reddick's Personnel File
OMB – Sue Spencer
Tammy Whitaker

Resolution

Number 20-0217

Adopted Date February 18, 2020

ACCEPT RESIGNATION OF HANNAH OEDER, ELIGIBILITY REFERRAL SPECIALIST II, WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, HUMAN SERVICES DIVISION, EFFECTIVE FEBRUARY 7, 2020

BE IT RESOLVED, to accept the resignation, of Hannah Oeder, Eligibility Referral Specialist II, within the Warren County Department of Job and Family Services, Human Services Division, effective February 7, 2020.

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

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

Resolution adopted this 18th day of February 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Human Services (file)
Hannah Oeder's Personnel File
OMB – Sue Spencer
Tammy Whitaker

Resolution

Number 20-0218

Adopted Date February 18, 2020

AUTHORIZE THE POSTING OF THE "PROTECTIVE SERVICES CASEWORKER I OR II" POSITIONS, WITHIN THE DEPARTMENT OF JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION, IN ACCORDANCE WITH THE WARREN COUNTY PERSONNEL POLICY MANUAL, SECTION 2.02(a)

WHEREAS, there exists three openings for "Protective Services Caseworker I or II" positions within the Department of Job and Family Services, Children Services Division; and

NOW THEREFORE BE IT RESOLVED, to authorize the posting of the positions of "Protective Services Caseworker I or II" in accordance with Warren County Personnel Policy Manual, Section 2.02(A); posting to occur for a period of at least seven (7) consecutive calendar days beginning February 14, 2020.

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

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

Resolution adopted this 18th day of February 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

H/R

cc: Children Services (file)
S. Spencer – OMB

Resolution

Number 20-0219

Adopted Date February 18, 2020

AUTHORIZE THE POSTING OF THE "ALTERNATIVE RESPONSE CASEWORKER I OR II" POSITION, WITHIN THE DEPARTMENT OF JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION, IN ACCORDANCE WITH THE WARREN COUNTY PERSONNEL POLICY MANUAL, SECTION 2.02(a)

WHEREAS, there exists one opening for an "Alternative Response Caseworker I or II" position within the Department of Job and Family Services, Children Services Division; and

NOW THEREFORE BE IT RESOLVED, to authorize the posting of the position of "Alternative Response Caseworker I or II" in accordance with Warren County Personnel Policy Manual, Section 2.02(A); posting to occur for a period of at least seven (7) consecutive calendar days beginning February 14, 2020.

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

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

Resolution adopted this 18th day of February 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

H/R

cc: Children Services (File)
S. Spencer - OMB

Resolution

Number 20-0220

Adopted Date February 18, 2020

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

WHEREAS, there exists 2 openings for "Hotline Caseworker" position within the Department of Job and Family Services, Children Services Division; and

NOW THEREFORE BE IT RESOLVED, to authorize the posting of the positions of "Protective Services Caseworker I or II" in accordance with Warren County Personnel Policy Manual, Section 2.02(A); posting to occur for a period of at least seven (7) consecutive calendar days beginning February 14, 2020.

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

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

Resolution adopted this 18th day of February 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

H/R

cc: Children Services (file)
S. Spencer – OMB

Resolution

Number 20-0221

Adopted Date February 18, 2020

AUTHORIZE THE POSTING OF THE "WATER TREATMENT TECHNICIAN OR WATER TREATMENT PLANT OPERATOR I" WITHIN THE WATER AND SEWER DEPARTMENT, IN ACCORDANCE WITH WARREN COUNTY PERSONNEL POLICY MANUAL, SECTION 2.02(a)

WHEREAS, there exists an opening for a "Water Treatment Technician or Water Treatment Plant Operator I" position depending on qualifications within the Water and Sewer Department; and

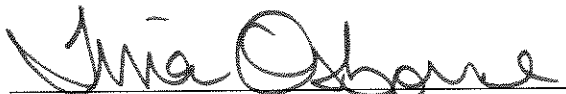
NOW THEREFORE BE IT RESOLVED, to authorize the posting of the position of "Water Treatment Technician or Water Treatment Plant Operator I" in accordance with Warren County Personnel Policy Manual, Section 2.02(A); posting to occur for a period of at least seven (7) consecutive calendar days beginning January 31, 2020.

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

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

Resolution adopted this 18th day of February 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

H/R

cc: Water/Sewer (File)
OMB-Sue Spencer
T. Reier

Resolution

Number 20-0222

Adopted Date February 18, 2020

AUTHORIZE THE POSTING OF THE "SEWER COLLECTIONS WORKER I OR II" POSITION, WITHIN THE WATER AND SEWER DEPARTMENT, IN ACCORDANCE WITH WARREN COUNTY PERSONNEL POLICY MANUAL, SECTION 2.02(a)

WHEREAS, there exists one opening for a "Sewer Collections Worker I or II" position within the Water and Sewer Department; and

NOW THEREFORE BE IT RESOLVED, to authorize the posting of the position of "Sewer Collections Worker I or II" in accordance with Warren County Personnel Policy Manual, Section 2.02(A); posting to occur for a period of at least seven (7) consecutive calendar days beginning February 14, 2020.

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

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

Resolution adopted this 18th day of February 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

H/R

cc: Water/Sewer (File)
S. Spencer – OMB

Resolution

Number 20-0223

Adopted Date February 18, 2020

DESIGNATE FAMILY AND MEDICAL LEAVE OF ABSENCE TO BRITTANY SMITH WITHIN THE DEPARTMENT OF JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION

WHEREAS, it is necessary to designate a Family and Medical Leave of Absence for Brittany Smith Officer; and

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

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

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

Resolution adopted this 18th day of February 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Children Services (file)
B. Smith's FMLA file
OMB- Sue Spencer

Resolution

Number 20-0224

Adopted Date February 18, 2020

DESIGNATE FAMILY AND MEDICAL LEAVE OF ABSENCE TO JESSICA STOHLMAN,
WITHIN THE WARREN COUNTY FACILITIES MANAGEMENT DEPARTMENT

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

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

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

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

Resolution adopted this 18th day of February 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Facilities Management (file)
J. Stohlman's FMLA file
OMB – Sue Spencer

Resolution

Number 20-0225

Adopted Date February 18, 2020

APPROVE APPOINTMENT OF WARREN COUNTY MEMBER TO THE AREA 12 WORKFORCE DEVELOPMENT BOARD

WHEREAS, the Board of County Commissioners of Warren County, Ohio adopted Resolution Number 05-121 on February 1, 2005 which approved the Area 12 Workforce Investment Board | Butler - Clermont - Warren; and

WHEREAS, thereafter, Butler, Clermont and Warren Counties individually shall be responsible for the appointments, reappointments, and/or replacements of individuals from the respective county on the Area 12 Workforce Development Board; and

WHEREAS, Tom Harris, a representative from the Warren County Career Center, is no longer able to fill that position on the Area 12 Workforce Investment Board; and

NOW THEREFORE BE IT RESOLVED, that the Board of County Commissioners of Warren County hereby accepts the resignation of Tom Harris from the Area 12 Workforce Investment Board; and

BE IT FURTHER RESOLVED, that Karen Karnes from Aspire be appointed to the Area 12 Workforce Development Board, to fill the unexpired term of Tom Harris, effective upon adoption of this resolution and ending June 30, 2021.

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

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

Resolution adopted this 18th day of February 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

AP/

cc: Appointee
Appointment file
WIB (file)
L. Lander

Resolution

Number 20-0226

Adopted Date February 18, 2020

SET PUBLIC HEARING TO CONSIDER MODIFICATIONS TO THE RULES AND REGULATIONS OF THE WATER AND SEWER DEPARTMENT RELATIVE TO AN INCREASE TO BI-MONTHLY WATER RATE WITHIN THE WARREN COUNTY WATER AND/OR SEWER SYSTEMS

WHEREAS, this Board has been requested by the Warren County Sanitary Engineer to consider a modification to the Rules and Regulations of the Water and Sewer Department relative to an increase to the bi-monthly Water Rate within the Water and/or Sewer systems to consider rate increases of 3% per year for years 2020, 2021, 2022 and 2023; and

WHEREAS, this Board has considered the request and determined to set the matter for public hearing; and

NOW THEREFORE BE IT RESOLVED, to set the public hearing to consider modifications to the Rules and Regulations of the Water and Sewer Department relative to an increase to the bi-monthly Water rate within the Warren County Water and/or Sewer system for an increase of 3% per year for 2020, 2021, 2022, and 2023; said public hearing to be March 3, 2020, at 10:00 a.m.; and

BE IT FURTHER RESOLVED, to direct the Clerk to advertise the date and time of said public hearing in Today's Pulse – Warren County two (2) consecutive weeks at least ten (10) days prior to the public hearing.

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

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

Resolution adopted this 18th day of February 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/tao

cc: Water/Sewer (file)
Public Hearing file

Resolution

Number 20-0227

Adopted Date February 18, 2020

ADVERTISE FOR BIDS FOR THE SNIDER ROAD 3.0 MILLION GALLON ELEVATED STORAGE TANK PAINTING PROJECT

BE IT RESOLVED, to advertise for bids for the Snider Road 3.0 Million Gallon Elevated Storage Tank Painting Project for the Warren County Water and Sewer Department; and

BE IT FURTHER RESOLVED, to advertise said bid for one (1) week in a newspaper of general circulation and beginning the week of February 23, 2020 to advertise and make the bidding documents available on the County Internet Website, with bid opening to occur on March 26, 2020 @ 11:00 a.m.

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

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

Resolution adopted this 18th day of February 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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cc: Water/Sewer (file)
OMB Bid file

Resolution

Number 20-0228

Adopted Date February 18, 2020

ADVERTISE FOR BIDS FOR THE 2020 RESURFACING PROJECT

BE IT RESOLVED, to advertise for bids for the 2020 Resurfacing Project for the County Engineer;
and

BE IT FURTHER RESOLVED, to advertise said bid for one (1) week in a newspaper of general circulation and for two consecutive weeks on the County Internet Website, beginning the week of March 8, 2020; bid opening to be March 24, 2020 @ 9:15 a.m.

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

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

Resolution adopted this 18th day of February 2020.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

LL\

cc: Engineer (file)
OMB Bid file

Resolution

Number 20-0229

Adopted Date February 18, 2020

AMEND RESOLUTION #20-0165 ADOPTED JANUARY 28, 2020 RELATIVE TO THE SHERIFF'S OFFICE NON-SWORN EMPLOYEES BARGAINING AGREEMENT AND AUTHORIZE THE COUNTY ADMINISTRATOR TO EXECUTE AN ADDENDUM

WHEREAS, pursuant to Resolution #20-0165, adopted January 28, 2020, this Board ratified the tentative agreement with the Sheriff's Office Non-Sworn employees; and

WHEREAS, it was discovered that an error existed in the wages for the IT Manager which provided an increase that was not negotiated; and

WHEREAS, in order to correct said error, the Bargaining Unit and this Board on behalf of the Warren County Sheriff must sign an addendum with the correct wage for the IT Manager reflected; and

NOW THEREFORE BE IT RESOLVED, to authorize the County Administrator to execute an addendum to the Sheriff's Office Non-Sworn Bargaining agreement to reflect the accurate wage for the IT Manager; as attached hereto and made a part hereof.

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

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

Resolution adopted this 18th day of February 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

Tz/

Cc: Sheriff (file)
c/a—Warren County Deputy Sheriff's Benevolent Association

**Collective Bargaining Agreement Addendum
Between
The Warren County Sheriff and
The Warren County Sheriff's Office Benevolent Association**

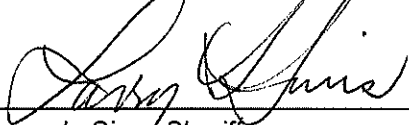
The Warren County Sheriff and the Warren County Sheriff's Office Benevolent Association, collectively referred to as "the Parties," hereby agree to the following Addendum in regards to Article 23, Section 23.1, 23.2 and 23.3, Wages and Compensation of the Non-Sworn Employees collective bargaining agreement. The Parties have executed the collective bargaining agreement effective through *November 20, 2022, SERB Case No. 2019-MED-07-0646, 0647 and 0648*. In an effort to clarify and/or interpret certain terms of that agreement, the Parties mutually agree as follows:

1. There was an error in the calculation of wages for the IT Manager. The IT Manager's wages have historically mirrored the wages of Corrections Lieutenant. There was no negotiated change in wages for the IT Manager other than a 2.5% yearly increase and an additional .10 cents at the 20 Year longevity step for the duration of the contract, yet we discovered a clerical error inadvertently caused this position to receive a different rate of compensation.
2. The Parties agree the wages for the IT Manager are:

23.1	<i>IT Manager</i>		<i>10 Years</i>	<i>20 Years</i>
	Hourly	\$36.30	\$36.60	\$37.15
	Annual	\$75,504.00	\$76,128.00	\$77,272.00
23.2	<i>IT Manager</i>		<i>10 Years</i>	<i>20 Years</i>
	Hourly	\$37.21	\$37.51	\$38.06
	Annual	\$77,396.80	\$78,020.80	\$79,164.80
23.3	<i>IT Manager</i>		<i>10 Years</i>	<i>20 Years</i>
	Hourly	\$38.14	\$38.44	\$38.99
	Annual	\$79,331.20	\$79,955.20	\$81,099.20


The Parties have accepted this Addendum voluntarily and without coercion, and none of the Parties has been pressured to accept the provisions of this Addendum for any reason.

For the Warren County Sheriff:



Larry L. Sims, Sheriff

For the Warren County Sheriff's Office
Benevolent Association:



Deputy Scott Williams, President

For the Warren County Commissioners:



Tiffany Zindel, County Administrator

Resolution

Number 20-0230

Adopted Date February 18, 2020

AUTHORIZE COUNTY ADMINISTRATOR TO SIGN THE PRE-AWARD CONDITION FORMS ASSOCIATED WITH THE GRANT PROGRAMS OF THE OFFICE OF CRIMINAL JUSTICE SERVICES

WHEREAS, the Warren County Drug Task Force applies for grant funding through the Office of Criminal Justice Services, and

WHEREAS, the OCJS has a *Pre-Award Condition Forms For Government/Public and Private Agencies* document that is affiliated with all funding through that department, and

WHEREAS, said document needs to be updated and on file with the OCJS for each application.

NOW THEREFORE BE IT RESOLVED, to authorize the County Administrator to sign the *Pre-Award Condition Forms For Government/Public and Private Agencies*, as modified by the Office of Criminal Justice Services, *OMB Approval Number 1121-0340*, for Grant Number 2019-JG-A01-6252, as attached hereto and made a part hereof.

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

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

Resolution adopted this 18th day of February 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/vsp

cc: OGA (file)
WC Drug Task Force (file)

Pre-Award Condition Forms
For Government/Public and Private Agencies

EEO Certification Form

- Complete either Section A, or Section B, or Section C, not all three.
- Obtain signature from the appropriate official from either the implementing agency or subgrantee agency.

Civil Rights and EEOP Questions Part 1 Form

- Complete this form in its entirety.
- The responses should be based on the implementing agency.
- A signature is not required on this form.
- Each implementing agency must designate a person to be the civil rights point of contact. The point of contact must take the federal civil rights training at <https://ojp.gov/about/ocr/assistance.htm> and then train implementing agency staff members. Please name the point of contact in the space below. By signing the pre-award condition form, agencies are certifying the civil rights training will be completed and this pre-award condition is being met. The training does not need to take place as part of the pre-award condition process, however it must be completed by the second quarter of the grant.
- Name of civil rights point of contact HUMAN RESOURCE MANAGER

Standard Assurances Form

- This form should be reviewed in its entirety by the project director and authorizing officials for the implementing agency and subgrantee agency.

Special Conditions Form

- This form should be reviewed in its entirety by the project director and authorizing officials for the implementing agency and subgrantee agency.

System for Award Management Profile

- The System for Award Management is the official U.S. government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS. Your agency registration/profile is required to be active throughout the grant project period and renewed annually. The profile can be renewed at <https://www.sam.gov/portal/public/SAM>. Please provide proof that your agency is registered and currently designated as active by uploading a copy of the Entity Overview or Entity Record on the pre-award condition page within the online grants management system.

Contact Information

- There is no form associated with this condition; however, all projects are responsible for keeping contact information current. Correspondence will often be sent through the online grants management system to the project director listed for the "organization". This is not the same as the project director listed on the title page. For more information on the organization project director, please refer to the user guide. It is also the project director's responsibility to ensure title page information is updated as well to keep records current. Please contact your grants coordinator with any questions.

☐ **Conflicts of Interest**

- Subrecipients are required to use Federal funds in the best interest of the award program. Decisions related to these funds must be free of undisclosed personal or organizational conflicts of interest, both in fact and in appearance. Subrecipients are required to disclose in writing any potential conflict of interest to your grant-making component or pass-through entity, as applicable. See the Federal Financial Guide 2 C.F.R. § 200.112.

☐ **Suspension/Disbarment**

By signing the Pre-Award Condition Forms subgrantees are certifying that their organization and any organization they are working with as a consultant/contractor is not suspended or disbarred or otherwise found to be ineligible for participating in Federal assistance programs. No organization may participate in these programs in any capacity or be a recipient of Federal funds designated for these programs if the organization has been debarred or suspended or otherwise found to be ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension." (See 45 CFR 75.212.)

By signing below, the project director, implementing agency authorized official and subgrantee authorized official acknowledge that they have read and understand the above information and attached forms.

Major Steven C. Anagnost
Signature

1/29/20 Project Director
Date

Major Steven C. Anagnost
Signature

1/29/20 Implementing Agency Authorized Official
Date

X Peppery Zindel
Signature

1-29-2020 Subgrantee Agency Authorized Official
Date

APPROVED AS TO FORM

Keith W. Anderson
Keith W. Anderson
Asst. Prosecuting Attorney

OCJS
CIVIL RIGHTS & EEOP QUESTIONS
APPENDIX B - PART I PRE-AWARD CONDITION

SECTION 1: BACKGROUND

1. How many full-time and part time employees are employed by the agency? 5
2. If the agency uses volunteers, approximately how many does the agency have per year? (please count any volunteers separately from paid employees) 0

SECTION 2: EEOP QUESTIONS

1. If the subrecipient is required to prepare an Equal Employment Opportunity Plan (EEOP) in accordance with 28 C.F.R. §§ 42.301-.308, does the subrecipient have an EEOP on file for review?
 Yes No
a. If yes, on what date did the subrecipient prepare the EEOP? _____
2. Has the subrecipient submitted a Certification Form to the OCR certifying compliance with the EEOP requirements?
 Yes No
a. If yes, on what date did the subrecipient submit the Certification Form? _____

SECTION 3: CIVIL RIGHTS COMPLAINTS, LAWSUITS¹, OR FINDINGS

***ANY COMPLAINTS, LAWSUITS, OR FINDINGS THAT HAVE OCCURRED AGAINST THE GRANTEE WITHIN THE
3 YEARS PRIOR TO THE AWARD DATE MUST BE REPORTED**

If more than one complaint or lawsuit has been filed or more than one finding has been issued, the information requested in questions 1. through 1.d below must be provided for EACH complaint, lawsuit, or finding. Several forms may be needed depending on the volume of complaints.

¹ *Please note: Any lawsuit brought against a police department that alleges violations of civil rights under color of state law (often referred to as § 1983 Actions) MUST be reported in addition to any other complaints, lawsuits or findings. Subrecipient must include the party names, case number, and a short synopsis of the facts and the alleged civil rights violations.

1. Has the agency had any civil rights complaints or civil rights *lawsuits or findings from any state or federal court OR investigative or administrative agency such as the Ohio Civil Rights Commission, Equal Employment Opportunity Commission, or any other administrative agency? (If the answer is yes, please proceed to a – d below. If the answer is no, skip to “Posting Notification” and the questions that follow it.)

Yes No

If yes, circle whichever applicable: **complaint** **lawsuit** **finding**

a. Was the complaint/lawsuit/finding filed or brought by employee(s) of the agency or beneficiaries of services you provide?

Employees _____

Beneficiaries _____

b. Does the complaint/violation/lawsuit involve discrimination based on *{indicate all that apply}*:

- race _____
- color _____
- national origin _____
- religion _____
- gender _____
- disability _____
- age _____
- sexual preference _____
- gender identity (or expression) _____
- limited English proficiency (LEP) _____
- other (please explain) _____

c. What is the current status of the complaint/lawsuit/*finding?
{summarize in the space below}

***If there is a finding by an administrative or investigative agency, what were the recommendations of the agency overseeing the investigation and have those recommendations been met? If not yet met, what is the timeline for meeting those recommendations?**

d. Has the subrecipient complied with the requirement to submit to the OCR any findings of discrimination against the subrecipient issued by a federal or state court or federal or state administrative agency on the grounds of race, color, national origin, religion, gender, disability, or age?

Yes No

If no, notify the grantee that they are required to notify OCR and that they must do so immediately as OCJS is required to report the subrecipient.

POSTING NOTIFICATION:

2. Does the agency notify beneficiaries and employees that the agency does not discriminate on the basis of race, color, national origin, religion, gender, disability, and age in the delivery of services (e.g. posters, inclusion in brochures or other program materials, etc.)?

Yes No

If yes, briefly describe how this notification occurs:

INFORMATION POSTED IN PUBLIC AREA

3. Does the agency notify employees and beneficiaries through agency brochures, publications, posters, etc. that the agency does not discriminate on the basis of race, color, national origin, religion, gender, disability, and age in employment practices?

Yes No

If yes, briefly describe how this notification occurs:

INFORMATION POSTED IN PUBLIC AREAS

4. Does the subrecipient have written policies or procedures in place for notifying program beneficiaries how to file complaints alleging discrimination by the subrecipient with the Ohio Civil Rights Commission or the federal Office of Justice Programs— Office of Civil Rights?

Yes No

If yes, provide an explanation of these policies and procedures:

5. Does the subrecipient conduct any training for its employees on the requirements of complying with federal civil rights laws?

Yes No

SECTION 4: REQUIREMENTS RELATED TO PERSONS WITH HANDICAP²

**THE REQUIREMENTS IN SECTION 4 ONLY APPLY TO GRANTEEES THAT HAVE
50(+) EMPLOYEES & AWARD AMOUNT OF 25,000(+)
IF THIS DOES NOT APPLY SKIP TO SECTION 5**

If the subrecipient has 50 or more employees and receives DOJ funding of \$25,000 or more, has the subrecipient taken the following actions:

GRIEVANCE PROCEDURES:

1. Adopted grievance procedures that incorporate due process standards and provide for the prompt and equitable resolution of complaints alleging a violation of the DOJ regulations implementing Section 504 of the Rehabilitation Act of 1973? [This Act can be found at 28 C.F.R. Part 42, Subpart G; it prohibits discrimination on the basis of a disability³ in employment practices and the delivery of services.]

Yes No

COMPLIANCE COORDINATOR:

2. Designated a person to coordinate compliance with the prohibitions against disability discrimination contained in 28 C.F.R. Part 42, Subpart G?

Yes No

- a. If yes, provide name of the designated person:

POSTING NOTIFICATION:

3. Notified participants, beneficiaries, employees, applicants, and others that the subrecipient does not discriminate on the basis of disability?

Yes No

- a. If yes, describe how (e.g. posters, inclusion in brochures or other program materials, etc.):

² Note: "handicap" is the term used in the legal definition in the Federal Code, which is why this terms is being used rather than "disabled."

³ Disability or handicap under Section 504 of the Rehabilitation Act of 1973 means any person who: (1) has a physical or mental impairment which substantially limits one or more major life activities, or (2) has a record of such an impairment, or (3) is regarded as having such an impairment – the perception of a disability.

SECTION 5: REQUIREMENTS FOR GRANTEES THAT OPERATE AN EDUCATION PROGRAM OR ACTIVITY

If the subrecipient operates an education program or activity, has the subrecipient taken the following actions:

GRIEVANCE PROCEDURES:

1. Adopted grievance procedures that provide for the prompt and equitable resolution of complaints alleging a violation of the DOJ regulations implementing Title IX of the Education Amendments of 1972? [This Act can be found at 28 C.F.R. Part 54; it prohibits discrimination on the basis of sex.]

Yes No

COMPLIANCE COORDINATOR:

2. Designated a person to coordinate compliance with the prohibitions against sex discrimination contained in 28 C.F.R. Part 54?

Yes No

- a. If yes, provide name of the designated person:

POSTING NOTIFICATION:

3. Notified applicants for admission and employment, employees, students, parents, and others that the subrecipient does not discriminate on the basis of sex in its educational programs or activities.

Yes No

- a. If yes, describe how (e.g. posters, inclusion in brochures or other program materials, etc.):

SECTION 6: LIMITED ENGLISH PROFICIENCY (LEP) REQUIREMENTS

1. What reasonable steps⁴ has the subrecipient taken to provide meaningful access to its programs and activities to persons who have limited English proficiency (LEP)?⁵
{summarize in the space below}

WARREN COUNTY CURRENTLY USES ASSIST TRANSLATION SERVICES, INC.
FROM COLUMBUS, OHIO FOR ALL TRANSLATION NEEDS.

2. Does the agency have an LEP policy or a procedure for language assistance services?
 Yes No

SECTION 7: FAITH BASED ORGANIZATIONS

1. Does the agency engage in explicitly religious activities?
 Yes No

2. Does the subrecipient provide federal funded services to eligible beneficiaries regardless of religion, a religious belief, a refusal to hold a religious belief, or a refusal to attend or participate in religious practice?
 Yes No

3. If the subrecipient engages in explicitly religious activities, does it do the following:

- a. Separate the explicitly religious activities in either time or location from the federally funded activities?

Yes No

- b. Ensure that participation in the explicitly religious activities is voluntary for participants in the federal funded program?

Yes No

Comments:

⁴ Reasonable steps in the context of LEP requires a four-factor analysis: (1) the number and proportion of LEP persons served/encountered in the eligible service population – what language groups and how frequently they are encountered in the service area (2) the frequency with which LEP individuals come in contact with the program (3) the nature and importance of the program services – i.e. is the LEP individual asking for directions or looking for program area information (for example domestic violence); and (4) the resources available to the recipient.

⁵ Meaningful access in the context of LEP means effective and accurate communication between the grantee and the LEP individual.

4. Does the agency deny service to anyone on the basis of religion?

Yes No

Comments:

5. If the subrecipient is a religious institution or a faith-based organization, does the subrecipient do the following:

a. Provide appropriate notice to program beneficiaries or prospective beneficiaries that the subrecipient does not discriminate on the basis of religion in the delivery of services or benefits?

Yes No

b. Provide appropriate notice to program beneficiaries or prospective beneficiaries that if they object to the "religious character" of the subrecipient, the subrecipient will ensure that participation in the explicitly religious activities is voluntary for participants in the federal funded program?

Yes No

c. Keep a record of the requests for an alternative provider from beneficiaries or prospective beneficiaries who object to the subrecipient's "religious character," noting the subrecipient's efforts to find an appropriate alternative provider and to follow up with the beneficiary or the prospective beneficiary?

Yes No

SECTION 8: VAWA AND OVW FUNDED PROGRAMS

1. If the subrecipient receives funding under VAWA or from OVW, does it serve male victims of domestic violence, dating violence, sexual assault, and stalking?

Yes No Comments:

2. If the subrecipient receives funding under VAWA or from OVW, does the subrecipient provide sex-segregated or sex-specific services?

Yes No

If yes, describe how the services are sex-segregated or sex specific.

If yes, has the subrecipient determined that providing services that are sex-segregated or sex specific is necessary to the essential operation of the program?

Yes No

If yes, describe how the subrecipient determined that providing sex-segregated or sex-specific services is necessary to the essential operation of the program.

STANDARD ASSURANCES

The Applicant hereby assures and certifies compliance with all applicable Federal statutes, regulations, policies, guidelines, and requirements, including OMB Circulars A-21, A-87, A-102, A-110, A-122, A-133; Ex. Order 12372 (intergovernmental review of federal programs); and 28 C.F.R. pts. 66 or 70 (administrative requirements for grants and cooperative agreements). The applicant also specifically assures and certifies that:

1. It has the legal authority to apply for federal assistance and the institutional, managerial, and financial capability (including funds sufficient to pay any required non-federal share of project cost) to ensure proper planning, management, and completion of the project described in this application.
2. It 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.
3. It will give the awarding agency or the General Accounting Office, through any authorized representative, access to and the right to examine all paper or electronic records related to the financial assistance.
4. It will comply with all lawful requirements imposed by the awarding agency, specifically including any applicable regulations, such as 28 C.F.R. pts. 18, 22, 23, 30, 35, 38, 42, 61, and 63, and the award term in 2 C.F.R. § 175.15(b).
5. It will assist the awarding agency (if necessary) in assuring compliance with section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. § 470), Ex. Order 11593 (identification and protection of historic properties), the Archeological and Historical Preservation Act of 1974 (16 U.S.C. § 469 a-1 et seq.), and the National Environmental Policy Act of 1969 (42 U.S.C. § 4321).
6. It will comply (and will require any subgrantees or contractors to comply) with any applicable statutorily-imposed nondiscrimination requirements, which include:
 - Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d);
 - Victims of Crime Act (42 U.S.C. § 10604(e));

- The Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b));
- Civil Rights Act of 1964 (42 U.S.C. § 2000d);
- Rehabilitation Act of 1973 (29 U.S.C. § 794);
- Americans with Disabilities Act of 1990 (42 U.S.C. § 12131-34);
- Education Amendments of 1972 (20 U.S.C. §§1681, 1683, 1685-86);
- Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07);
- Ex. Order 13279 (equal protection of the laws for faith-based and community organizations).
- Equal Treatment for Faith-Based Organizations (28 C.F.R. pt. 38)
- Nondiscrimination; Equal Employment Opportunity; Policies and Procedures (28 C.F.R. pt. 42)

In accordance with federal civil rights laws, the subrecipient shall not retaliate against individuals for taking action or participating in action to secure rights protected by these laws.

Additionally, all grant recipients (including subgrantees or contractors) agree to report any complaints, lawsuits, or findings from a federal or state court or a federal or state Administrative Agency regarding a civil rights finding.

7. If a governmental entity:

- a. it will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. § 4601 et seq.), which govern the treatment of persons displaced as a result of federal and federally- assisted programs; and
- b. it will comply with requirements of 5 U.S.C. §§ 1501-08 and §§ 7324-28, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.



Entity Overview Details

DUNS: 784327608
CAGE: 4N49
Status: Active

406 JUSTICE DR
LEBANON, OH, 45036 - 2385
UNITED STATES

D&B Legal Business Name: WARREN, COUNTY OF
Doing Business as: OFFICE OF GRANTS ADMINISTRATION

Core Data

Business Information:

Business start date: 01/01/1991
Fiscal year end close date: 12/31
Company Division Name:
Company Division Number:
Corporate URL:
Congressional District: OH 01
Registration Date: 02/13/2007
Activation Date: 05/29/2019
Expiration Date: 05/28/2020
Renewal Date: 05/29/2019
MPIN: *****nco2

Physical Address:

Address line 1: 406 JUSTICE DR
City: LEBANON
State: OH
ZIP/Postal Code: 45036 - 2385
Country: UNITED STATES

Mailing Address:

Address line 1: 406 JUSTICE DRIVE
City: LEBANON
State: OH
ZIP/Postal Code: 45036 - 2385
Country: UNITED STATES

Sensitive Information:

EIN: *****0058

IRS Consent:

Tax payer name: WARREN COUNTY BOARD OF COMMISSIONERS
Address Line 1: 406 JUSTICE DR
Address Line 2:
City: LEBANON
State: OH
Country: UNITED STATES
Zip/Postal Code: 45036 -
Type of Tax: Applicable Federal Tax
Tax Year (Most Recent Tax Year): 2006
Name of individual executing consent: TIFFANY ZINDEL
Title of the individual executing consent: COUNTY ADMINISTRATOR
Signature: TIFFANY ZINDEL
TIN Consent Date: 05/29/2019

CAGE/NCAGE Code:

CAGE : 4N49

Does this entity have an Immediate No

Does this entity have any No

General Information

Country of Incorporation: null
State of Incorporation: null
Company Security Level:
Highest Employee Security Level:

Business Types:

For more information on an entity's socio-economic status please see SBA's Dynamic Small Business Search.

Entity Structure
U.S. Government Entity
Entity Type
US Local Government
Government Type
U.S. Local Government
County
Other Governmental Entities
Transit Authority
Housing Authorities Public/Tribal

5A



Entity Overview Details

Purpose of Registration
All Awards

Financial Information

Do you accept credit cards as a method of payment? No.

Department Code: Account Details:LCNB NATIONAL BANK - Checking

CAGE Code: 4NQ49

- New Account/Electronic Funds Transfer:

Account Type: Checking

Financial Institution: LCNB NATIONAL BANK

ABA Routing Number: *****5708

Account Number: ***8629

Lockbox Number:

Automated Clearing House (ACH):

ACH U.S. Phone: (513)932-1414

ACH Non-U.S. Phone:

ACH Fax:

ACH Email:

Remittance Address:

Remittance Name: WARREN COUNTY OFFICE OF GRANTS ADMINISTRATION

Address Line 1: 406 JUSTICE DRIVE

Address Line 2:

City: LEBANON

State: OH

Country: UNITED STATES

ZIP/Postal Code: 45036 - 2385

Executive Compensation Questions

In your business or organization's preceding completed fiscal year, did your business or organization (the legal entity to which this specific SAM record, represented by a DUNS number, belongs) receive both of the following: 1. 80 percent or more of your annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements and 2. \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

No

Does the public have access to information about the compensation of the senior executives in your business or organization (the legal entity to which this specific SAM record, represented by a DUNS number, belongs) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

No

Proceedings Questions

Is your business or organization, as represented by the DUNS Number on this entity registration, responding to a Federal procurement opportunity that contains the provision at FAR 52.209-7, subject to the clause in FAR 52.209-9 in a current Federal contract, or applying for a Federal grant opportunity which contains the award term and condition described in 2 C.F.R. 200 Appendix XII?

N

Does your business or organization, as represented by the DUNS number on this specific SAM record, have current active Federal contracts and/or grants with total value (including any exercised/unexercised options) greater than \$10,000,000?

Within the last five years, had the business or organization (represented by the DUNS number on this specific SAM record) and/or any of its principals, in connection with the award to or performance by the business or organization of a Federal contract or grant, been the subject of a Federal or State (1) criminal proceeding resulting in a conviction or other acknowledgment of fault; (2) civil proceeding resulting in a finding of fault with a monetary fine, penalty, reimbursement, restitution, and/or damages greater than \$5,000, or other acknowledgment of fault; and/or (3) administrative proceeding resulting in a finding of fault with either a monetary fine or penalty greater than \$5,000 or reimbursement, restitution, or damages greater than \$100,000, or other acknowledgment of fault?

SAM Search Authorization

I authorize my entity's non-sensitive information to be displayed in SAM public search results: No.

Assertions

NAICS Codes Selected

NAICS Code	Primary	Description
925120		Administration of Urban Planning and Community and Rural Development
926110		Administration of General Economic Programs
926120	Yes	Regulation and Administration of Transportation Programs

Product & Service Codes Selected

PSC	Description
-----	-------------



Entity Overview Details

Size metrics:

World Wide:
Total Receipts (3 year average): 300000
Average Number of Employees (12 Month Average):2

Location (Optional):
Annual Receipts (3 Year Average):
Annual Receipts (3 Year Average):

EDI Information:

Do you wish to enter EDI Information for your non-government entity?:No

Disaster Response Information:

Do you wish to enter Disaster Relief Data for your entity?:No

Point of Contacts:

Mandatory Point of Contact:

Accounts Receivable POC

Title:
First Name: SUSANNE
Middle Name:
Last Name: MASON
Email: masosu@co.warren.oh.us
US Phone: (513)695-1210
Extension:
NON US Phone:
Notes:

Electronic Business POC

Title: Ms
First Name: Susanne
Middle Name:
Last Name: Mason
Email: masosu@co.warren.oh.us
US Phone: (513)695-1210
Extension:
NON US Phone:
Notes:
Address Line 1: 406 JUSTICE DRIVE
Address Line 2:
City: LEBANON
State/Province: OH
Country: UNITED STATES
ZIP/Postal Code: 45036

Government Business POC

Title:
First Name: Susanne
Middle Name:
Last Name: Mason
Email: masosu@co.warren.oh.us
US Phone: (513)695-1210
Extension:
NON US Phone:
Notes:
Address Line 1: 406 JUSTICE DRIVE
Address Line 2:
City: LEBANON
State/Province: OH
Country: UNITED STATES
ZIP/Postal Code: 45036

Optional Point of Contact:

Past Performance POC

Title:
First Name: SUSANNE
Middle Name:
Last Name: MASON
Email: MASOSU@CO.WARREN.OH.US
US Phone: (513)695-1210
Extension:
NON US Phone:
Notes:
Address Line 1: 406 JUSTICE DRIVE
Address Line 2:
City: LEBANON



Entity Overview Details

State/Province: OH
Country: UNITED STATES
ZIP/Postal Code: 45036

Past Performance Alternate POC

Title:
First Name: VICKI
Middle Name:
Last Name: PERRY
Email: perrvs@co.warren.oh.us
US Phone: (513)695-1323
Extension:
NON US Phone:
Notes:
Address Line 1: 406 JUSTICE DRIVE
Address Line 2:
City: LEBANON
State/Province: OH
Country: UNITED STATES
ZIP/Postal Code: 45036

Electronic Business Alternate POC

Title:
First Name: SUSANNE
Middle Name:
Last Name: MASON
Email: MASOSU@CO.WARREN.OH.US
US Phone: (513)695-1210
Extension:
NON US Phone:
Notes:
Address Line 1: 406 JUSTICE DRIVE
Address Line 2:
City: LEBANON
State/Province: OH
Country: UNITED STATES
ZIP/Postal Code: 45036

Government Business Alternate POC

Title:
First Name: SUSANNE
Middle Name:
Last Name: MASON
Email: MASOSU@CO.WARREN.OH.US
US Phone: (513)695-1210
Extension:
NON US Phone:
Notes:
Address Line 1: 406 JUSTICE DRIVE
Address Line 2:
City: LEBANON
State/Province: OH
Country: UNITED STATES
ZIP/Postal Code: 45036

Edward Byrne Memorial Justice Assistance Grant (JAG) 2019

Organization: Greater Warren County Drug Task Force

2019-JG-A01-6252

Budget Request By Resource & Cost Category

	1. Matching Funds		2. OCJS Funds	3. Total
	Cash	Inkind		
1. Personnel	\$20,000.00		\$60,000.00	\$80,000.00
2. Consultant/Contracts				\$0
3. Travel				\$0
4. Equipment				\$0
5. Supplies				\$0
6. Other Costs				\$0
7. Confidential Funds				\$0
8. Indirect Cost				\$0
9. Total Project Budget	\$20,000.00	\$0	\$60,000.00	\$80,000.00
OCJS decision				

Please list other Federal, State and Local funding sources received or projected to be received by your Agency in support of the proposed project. If funding is pending please state the projected award date.

Funding Source	Amount	Award Date	Projected Award Date (if applicable)
Community Contribution	\$70,000.00	7/1/2019	

What other funding sources are received by your agency in support of your overall program?

- \$182,000.00 (Ohio HIDTA - Approximate funding for covert facility rent and radio fees)
- \$142,000.00 (Warren County Commissioners - Approximate annual contribution - Used toward operating costs and salaries for Commander, Field Commander, Assistant Field Commander and Investigative Assistant)
- \$159,591.00 (DLEF Grant - Last grant award - Used toward salaries for Commander, Field Commander, Assistant Field Commander positions)
- \$225,000.00 (Community Contributions - Used toward operating costs and salaries for Commander, Field Commander, Assistant Field Commander and Investigative Assistant positions)

	Amount	Percentage %
OCJS Funds	\$60,000.00	75.00
Requested:		
Cash Match:	\$20,000.00	25.00
In-Kind Match:	\$0	0.00
Total Project Budget:	\$80,000.00	100.00

Federal, State and Local Funding Sources-please provide information on funding that is received by your Agency that is relevant to this project.

X UPDATED P&P PRE-AWARDS CONDITIONS - SA

Edward Byrne Memorial Justice Assistance Grant (JAG) 2019

Organization: Greater Warren County Drug Task Force

2019-JG-A01-6252

Budget Request By Resource & Cost Category

Include the source, amount received, and year funds were awarded.
No additional funding sources.

Do you have other funding resources not identified above? Yes No

Identify the Source of Match: Source of match will be from Federal forfeiture and/or local funds.



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1. Requirements of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award. By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts all such assurances or certifications as if personally executed by the authorized recipient official.

Failure to comply with any one or more of these award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period - may result in the Office of Justice Programs ("OJP") taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. The U.S. Department of Justice ("DOJ"), including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.

2. Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2019 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2019 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2019 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at <https://ojp.gov/funding/Part200UniformRequirements.htm>.

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.333.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

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3. Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at <https://ojp.gov/financialguide/DOJ/index.htm>), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

4. Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

5. Required training for Point of Contact and all Financial Points of Contact

Both the Point of Contact (POC) and all Financial Points of Contact (FPOCs) for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after January 1, 2017, will satisfy this condition.

In the event that either the POC or an FPOC for this award changes during the period of performance, the new POC or FPOC must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after -- (1) the date of OJP's approval of the "Change Grantee Contact" GAN (in the case of a new POC), or (2) the date the POC enters information on the new FPOC in GMS (in the case of a new FPOC). Successful completion of such a training on or after January 1, 2017, will satisfy this condition.

A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at <https://www.ojp.gov/training/fmts.htm>. All trainings that satisfy this condition include a session on grant fraud prevention and detection.

The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.

6. Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.



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7. Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.

8. Requirements related to System for Award Management and Universal Identifier Requirements

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov/>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <https://ojp.gov/funding/Explore/SAM.htm> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).



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9. Employment eligibility verification for hiring under the award

1. The recipient (and any subrecipient at any tier) must--

A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1) and (2).

B. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both--

(1) this award requirement for verification of employment eligibility, and

(2) the associated provisions in 8 U.S.C. 1324a(a)(1) and (2) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1) and (2).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

B. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

D. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or



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any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1) and (2).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (<https://www.e-verify.gov/>) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at E-VerifyEmployerAgent@dhs.gov.

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

10. Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) -- (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "personally identifiable information (PII)" (2 CFR 200.79) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

11. All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at <https://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

12. Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$250,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$250,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$250,000)), and are incorporated by reference here.



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13. Unreasonable restrictions on competition under the award; association with federal government

SCOPE. This condition applies with respect to any procurement of property or services that is funded (in whole or in part) by this award, whether by the recipient or by any subrecipient at any tier, and regardless of the dollar amount of the purchase or acquisition, the method of procurement, or the nature of any legal instrument used. The provisions of this condition must be among those included in any subaward (at any tier).

1. No discrimination, in procurement transactions, against associates of the federal government

Consistent with the (DOJ) Part 200 Uniform Requirements -- including as set out at 2 C.F.R. 200.300 (requiring awards to be "manage[d] and administer[ed] in a manner so as to ensure that Federal funding is expended and associated programs are implemented in full accordance with U.S. statutory and public policy requirements") and 200.319(a) (generally requiring "[a]ll procurement transactions [to] be conducted in a manner providing full and open competition" and forbidding practices "restrictive of competition," such as "[p]lacing unreasonable requirements on firms in order for them to qualify to do business" and taking "[a]ny arbitrary action in the procurement process") -- no recipient (or subrecipient, at any tier) may (in any procurement transaction) discriminate against any person or entity on the basis of such person or entity's status as an "associate of the federal government" (or on the basis of such person or entity's status as a parent, affiliate, or subsidiary of such an associate), except as expressly set out in 2 C.F.R. 200.319(a) or as specifically authorized by USDOJ.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. The term "associate of the federal government" means any person or entity engaged or employed (in the past or at present) by or on behalf of the federal government -- as an employee, contractor or subcontractor (at any tier), grant recipient or -subrecipient (at any tier), agent, or otherwise -- in undertaking any work, project, or activity for or on behalf of (or in providing goods or services to or on behalf of) the federal government, and includes any applicant for such employment or engagement, and any person or entity committed by legal instrument to undertake any such work, project, or activity (or to provide such goods or services) in future.

B. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

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14. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

15. Determination of suitability to interact with participating minors

SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ)(or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award (whether by the recipient, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at <https://ojp.gov/funding/Explore/Interact-Minors.htm> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

16. Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

17. Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

18. OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <https://ojp.gov/funding/Implement/TrainingPrinciplesForGrantees-Subgrantees.htm>.



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19. Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

20. Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

21. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

22. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

23. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38 (as may be applicable from time to time), specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Currently, among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38, currently, also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

The text of 28 C.F.R. Part 38 is available via the Electronic Code of Federal Regulations (currently accessible at <https://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.



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24. Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

25. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2019)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2019, are set out at <https://ojp.gov/funding/Explore/FY19AppropriationsRestrictions.htm>, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

26. Reporting potential fraud, waste, and abuse, and similar misconduct

The recipient and any subrecipients ("subgrantees") must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award -- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) online submission accessible via the OIG webpage at <https://oig.justice.gov/hotline/contact-grants.htm> (select "Submit Report Online"); (2) mail directed to: Office of the Inspector General, U.S. Department of Justice, Investigations Division, 1425 New York Avenue, N.W. Suite 7100, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Fraud Detection Office (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.



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27. Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.



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28. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

29. Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

30. Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at OJP.ComplianceReporting@ojp.usdoj.gov. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.



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31. Noninterference (within the funded "program or activity") with federal law enforcement: 8 U.S.C. 1373 and 1644; ongoing compliance

1. With respect to the "program or activity" funded in whole or part under this award (including any such program or activity of any subrecipient at any tier), throughout the period of performance, no State or local government entity, - agency, or -official may prohibit or in any way restrict-- (1) any government entity or -official from sending or receiving information regarding citizenship or immigration status as described in 8 U.S.C. 1373(a); or (2) a government entity or -agency from sending, requesting or receiving, maintaining, or exchanging information regarding immigration status as described in either 8 U.S.C. 1373(b) or 1644. Any prohibition (or restriction) that violates this condition is an "information-communication restriction" under this award.

2. The recipient's monitoring responsibilities include monitoring of subrecipient compliance with the requirements of this condition.

3. Allowable costs. Compliance with these requirements is an authorized and priority purpose of this award. To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) that the recipient, or any subrecipient at any tier that is a State, a local government, or a public institution of higher education, incurs to implement this condition.

4. Rules of Construction

A. For purposes of this condition:

(1) "State" and "local government" include any agency or other entity thereof, but not any institution of higher education or any Indian tribe.

(2) A "public" institution of higher education is defined as one that is owned, controlled, or directly funded (in whole or in substantial part) by a State or local government. (Such a public institution is considered to be a "government entity," and its officials to be "government officials.")

(3) "Program or activity" means what it means under title VI of the Civil Rights Act of 1964 (see 42 U.S.C. 2000d-4a).

(4) "Immigration status" means what it means under 8 U.S.C. 1373 and 8 U.S.C. 1644; and terms that are defined in 8 U.S.C. 1101 mean what they mean under that section 1101, except that "State" also includes American Samoa.

(5) Pursuant to the provisions set out at (or referenced in) 8 U.S.C. 1551 note ("Abolition ... and Transfer of Functions"), references to the "Immigration and Naturalization Service" in 8 U.S.C. 1373 and 1644 are to be read as references to particular components of the Department of Homeland Security (DHS).

B. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, any State or local government, any public institution of higher education, or any other entity (or individual) to violate any federal law, including any applicable civil rights or nondiscrimination law.

IMPORTANT NOTE: Any questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.



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32. No use of funds to interfere with federal law enforcement: 8 U.S.C. 1373 and 1644; ongoing compliance

1. Throughout the period of performance, no State or local government entity, -agency, or -official may use funds under this award (including under any subaward, at any tier) to prohibit or in any way restrict-- (1) any government entity or -official from sending or receiving information regarding citizenship or immigration status as described in 8 U.S.C. 1373(a); or (2) a government entity or -agency from sending, requesting or receiving, maintaining, or exchanging information regarding immigration status as described in either 8 U.S.C. 1373(b) or 1644. Any prohibition (or restriction) that violates this condition is an "information-communication restriction" under this award.

2. The recipient's monitoring responsibilities include monitoring of subrecipient compliance with the requirements of this condition.

3. Allowable costs. Compliance with these requirements is an authorized and priority purpose of this award. To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) that the recipient, or any subrecipient at any tier that is a State, a local government, or a public institution of higher education, incurs to implement this condition.

4. Rules of Construction. Both the "Rules of Construction" and the "Important Note" set out in the "Noninterference (within the funded "program or activity") with federal law enforcement: 8 U.S.C. 1373 and 1644; ongoing compliance" condition are incorporated by reference as though set forth here in full.

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33. Authority to obligate award funds contingent on noninterference (within the funded "program or activity") with federal law enforcement: 8 U.S.C. 1373 and 1644; unallowable costs; notification

1. If the recipient is a "State," a local government, or a "public" institution of higher education:

A. The recipient may not obligate award funds if, at the time of the obligation, the "program or activity" of the recipient (or of any subrecipient at any tier that is a State, a local government, or a public institution of higher education) that is funded in whole or in part with award funds is subject to any "information-communication restriction."

B. In addition, with respect to any project costs it incurs "at risk," the recipient may not obligate award funds to reimburse itself if -- at the time it incurs such costs -- the program or activity of the recipient (or of any subrecipient at any tier that is a State, a local government, or a public institution of higher education) that would be reimbursed in whole or in part with award funds was subject to any information-communication restriction.

C. Any drawdown of award funds by the recipient shall be considered, for all purposes, to be a material representation by the recipient to OJP that, as of the date the recipient requests the drawdown, the recipient and each subrecipient (regardless of tier) that is a State, local government, or public institution of higher education, is in compliance with the award condition entitled "Noninterference (within the funded 'program or activity') with federal law enforcement: 8 U.S.C. 1373 and 1644; ongoing compliance."

D. The recipient must promptly notify OJP (in writing) if the recipient, from its requisite monitoring of compliance with award conditions or otherwise, has credible evidence that indicates that the funded program or activity of the recipient, or of any subrecipient at any tier that is either a State or a local government or a public institution of higher education, may be subject to any information-communication restriction. In addition, any subaward (at any tier) to a subrecipient that is a State, a local government, or a public institution of higher education must require prompt notification to the entity that made the subaward, should the subrecipient have such credible evidence regarding an information-communication restriction.

2. Any subaward (at any tier) to a subrecipient that is a State, a local government, or a public institution of higher education must provide that the subrecipient may not obligate award funds if, at the time of the obligation, the program or activity of the subrecipient (or of any further such subrecipient at any tier) that is funded in whole or in part with award funds is subject to any information-communication restriction.

3. Absent an express written determination by DOJ to the contrary, based upon a finding by DOJ of compelling circumstances (e.g., a small amount of award funds obligated by the recipient at the time of a subrecipient's minor and transitory non-compliance, which was unknown to the recipient despite diligent monitoring), any obligations of award funds that, under this condition, may not be made shall be unallowable costs for purposes of this award. In making any such determination, DOJ will give great weight to evidence submitted by the recipient that demonstrates diligent monitoring of subrecipient compliance with the requirements set out in the "Noninterference ... 8 U.S.C. 1373 and 1644; ongoing compliance" award condition.

4. Rules of Construction

A. For purposes of this condition "information-communication restriction" has the meaning set out in the "Noninterference ... 8 U.S.C. 1373 and 1644; ongoing compliance" condition.

B. Both the "Rules of Construction" and the "Important Note" set out in the "Noninterference ... 8 U.S.C. 1373 and 1644; ongoing compliance" condition are incorporated by reference as though set forth here in full.



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34. Authority to obligate award funds contingent on no use of funds to interfere with federal law enforcement: 8 U.S.C. 1373 and 1644; unallowable costs; notification

1. If the recipient is a "State," a local government, or a "public" institution of higher education:

A. The recipient may not obligate award funds if, at the time of the obligation, the "program or activity" of the recipient (or of any subrecipient at any tier that is a State, a local government, or a public institution of higher education) that is funded in whole or in part with award funds is subject to any "information-communication restriction."

B. In addition, with respect to any project costs it incurs "at risk," the recipient may not obligate award funds to reimburse itself if -- at the time it incurs such costs -- the program or activity of the recipient (or of any subrecipient at any tier that is a State, a local government, or a public institution of higher education) that would be reimbursed in whole or in part with award funds was subject to any information-communication restriction.

C. Any drawdown of award funds by the recipient shall be considered, for all purposes, to be a material representation by the recipient to OJP that, as of the date the recipient requests the drawdown, the recipient and each subrecipient (regardless of tier) that is a State, local government, or public institution of higher education, is in compliance with the award condition entitled "No use of funds to interfere with federal law enforcement: 8 U.S.C. 1373 and 1644; ongoing compliance."

D. The recipient must promptly notify OJP (in writing) if the recipient, from its requisite monitoring of compliance with award conditions or otherwise, has credible evidence that indicates that the funded program or activity of the recipient, or of any subrecipient at any tier that is either a State or a local government or a public institution of higher education, may be subject to any information-communication restriction. In addition, any subaward (at any tier) to a subrecipient that is a State, a local government, or a public institution of higher education must require prompt notification to the entity that made the subaward, should the subrecipient have such credible evidence regarding an information-communication restriction.

2. Any subaward (at any tier) to a subrecipient that is a State, a local government, or a public institution of higher education must provide that the subrecipient may not obligate award funds if, at the time of the obligation, the program or activity of the subrecipient (or of any further such subrecipient at any tier) that is funded in whole or in part with award funds is subject to any information-communication restriction.

3. Absent an express written determination by DOJ to the contrary, based upon a finding by DOJ of compelling circumstances (e.g., a small amount of award funds obligated by the recipient at the time of a subrecipient's minor and transitory non-compliance, which was unknown to the recipient despite diligent monitoring), any obligations of award funds that, under this condition, may not be made shall be unallowable costs for purposes of this award. In making any such determination, DOJ will give great weight to evidence submitted by the recipient that demonstrates diligent monitoring of subrecipient compliance with the requirements set out in the "No use of funds to interfere ... 8 U.S.C. 1373 and 1644; ongoing compliance" award condition.

4. Rules of Construction. The "Rules of Construction" set out in the "Authority to obligate award funds contingent on noninterference (within the funded "program or activity") with federal law enforcement: 8 U.S.C. 1373 and 1644; unallowable costs; notification" condition are incorporated by reference as though set forth here in full.



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35. Noninterference (within the funded "program or activity") with federal law enforcement: No public disclosure of certain law enforcement sensitive information

SCOPE. This condition applies with respect to the "program or activity" that is funded (in whole or in part) by the award, as of the date the recipient accepts this award, and throughout the remainder of the period of performance. Its provisions must be among those included in any subaward (at any tier).

1. Noninterference: No public disclosure of federal law enforcement information in order to conceal, harbor, or shield

Consistent with the purposes and objectives of federal law enforcement statutes and federal criminal law (including 8 U.S.C. 1324 and 18 U.S.C. chs. 1, 49, 227), no public disclosure may be made of any federal law enforcement information in a direct or indirect attempt to conceal, harbor, or shield from detection any fugitive from justice under 18 U.S.C. ch. 49, or any alien who has come to, entered, or remains in the United States in violation of 8 U.S.C. ch. 12 -- without regard to whether such disclosure would constitute (or could form a predicate for) a violation of 18 U.S.C. 1071 or 1072 or of 8 U.S.C. 1324(a).

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions (e.g., training) designed to ensure compliance with this condition.

4. Rules of construction

A. For purposes of this condition--

(1) the term "alien" means what it means under section 101 of the Immigration and Nationality Act (see 8 U.S.C. 1101(a)(3));

(2) the term "federal law enforcement information" means law enforcement sensitive information communicated or made available, by the federal government, to a State or local government entity, -agency, or -official, through any means, including, without limitation-- (1) through any database, (2) in connection with any law enforcement partnership or -task-force, (3) in connection with any request for law enforcement assistance or -cooperation, or (4) through any deconfliction (or courtesy) notice of planned, imminent, commencing, continuing, or impending federal law enforcement activity;

(3) the term "law enforcement sensitive information" means records or information compiled for any law enforcement purpose; and

(4) the term "public disclosure" means any communication or release other than one-- (a) within the recipient, or (b) to any subrecipient (at any tier) that is a government entity.

B. Both the "Rules of Construction" and the "Important Note" set out in the "Noninterference (within the funded 'program or activity') with federal law enforcement: 8 U.S.C. 1373 and 1644 and ongoing compliance" award condition are incorporated by reference as though set forth here in full.



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SPECIAL CONDITIONS

36. No use of funds to interfere with federal law enforcement: No public disclosure of certain law enforcement sensitive information

SCOPE. This condition applies as of the date the recipient accepts this award, and throughout the remainder of the period of performance. Its provisions must be among those included in any subaward (at any tier).

1. No use of funds to interfere: No public disclosure of federal law enforcement information in order to conceal, harbor, or shield

Consistent with the purposes and objectives of federal law enforcement statutes and federal criminal law (including 8 U.S.C. 1324 and 18 U.S.C. chs. 1, 49, 227), no funds under this award may be used to make any public disclosure of any federal law enforcement information in a direct or indirect attempt to conceal, harbor, or shield from detection any fugitive from justice under 18 U.S.C. ch. 49, or any alien who has come to, entered, or remains in the United States in violation of 8 U.S.C. ch. 12 -- without regard to whether such disclosure would constitute (or could form a predicate for) a violation of 18 U.S.C. 1071 or 1072 or of 8 U.S.C. 1324(a).

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions (e.g., training) designed to ensure compliance with this condition.

4. Rules of construction.

The "Rules of Construction" set out in the "Noninterference (within the funded "program or activity") with federal law enforcement: No public disclosure of certain law enforcement sensitive information" award condition are incorporated by reference as though set forth here in full.



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37. Noninterference (within the funded "program or activity") with federal law enforcement: Interrogation of certain aliens

SCOPE. This condition applies with respect to the "program or activity" that is funded (in whole or in part) by this award, as of the date the recipient accepts this award, and throughout the remainder of the period of performance for the award. Its provisions must be among those included in any subaward (at any tier).

1. Noninterference with statutory law enforcement access to correctional facilities

Consonant with federal law enforcement statutes and regulations -- including 8 U.S.C. 1357(a), under which certain federal officers and employees "have power without warrant ... to interrogate any alien or person believed to be an alien as to his right to be or to remain in the United States," and 8 C.F.R. 287.5(a), under which that power may be exercised "anywhere in or outside the United States" -- within the funded program or activity, no State or local government entity, -agency, or -official may interfere with the exercise of that power to interrogate "without warrant" (by agents of the United States acting under color of federal law) by impeding access to any State or local government (or government-contracted) correctional facility by such agents for the purpose of "interrogat[ing] any alien or person believed to be an alien as to his [or her] right to be or to remain in the United States."

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions (e.g., training) designed to ensure compliance with this condition.

4. Rules of construction

A. For purposes of this condition:

(1) The term "alien" means what it means under section 101 of the Immigration and Nationality Act (INA) (see 8 U.S.C. 1101(a)(3)).

(2) The term "correctional facility" means what it means under the title I of the Omnibus Crime Control and Safe Streets Act of 1968 (see 34 U.S.C. 10251(a)(7)).

(3) The term "impede" includes taking or continuing any action, or implementing or maintaining any law, policy, rule, or practice, that—

(a) is designed to prevent or to significantly delay or complicate, or

(b) has the effect of preventing or of significantly delaying or complicating.

B. Both the "Rules of Construction" and the "Important Note" set out in the "Noninterference (within the funded 'program or activity') with federal law enforcement: 8 U.S.C. 1373 and 1644 and ongoing compliance" award condition are incorporated by reference as though set forth here in full.

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38. No use of funds to interfere with federal law enforcement: Interrogation of certain aliens

SCOPE. This condition applies as of the date the recipient accepts this award, and throughout the remainder of the period of performance for the award. Its provisions must be among those included in any subaward (at any tier).

1. No use of funds to interfere with statutory law enforcement access to correctional facilities

Consonant with federal law enforcement statutes and regulations -- including 8 U.S.C. 1357(a), under which certain federal officers and employees "have power without warrant ... to interrogate any alien or person believed to be an alien as to his right to be or to remain in the United States," and 8 C.F.R. 287.5(a), under which that power may be exercised "anywhere in or outside the United States" -- no State or local government entity, -agency, or -official may use funds under this award to interfere with the exercise of that power to interrogate "without warrant" (by agents of the United States acting under color of federal law) by impeding access to any State or local government (or government-contracted) correctional facility by such agents for the purpose of "interrogat[ing] any alien or person believed to be an alien as to his [or her] right to be or to remain in the United States."

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions (e.g., training) designed to ensure compliance with this condition.

4. Rules of construction.

The "Rules of Construction" set out in the "Noninterference (within the funded "program or activity") with federal law enforcement: Interrogation of certain aliens" award condition are incorporated by reference as though set forth here in full.



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40. No use of funds to interfere with federal law enforcement: Notice of scheduled release

SCOPE. This condition applies as of the date the recipient accepts the award, and throughout the remainder of the period of performance. Its provisions must be among those included in any subaward at any tier.

1. No use of funds to interfere with "removal" process: Notice of scheduled release date and time

Consonant with federal law enforcement statutes -- including 8 U.S.C. 1231 (for an alien incarcerated by a State or local government, a 90-day "removal period" during which the federal government "shall" detain and then "shall" remove an alien from the U.S. "begins" no later than "the date the alien is released from ... confinement"; also, the federal government is expressly authorized to make payments to a "State or a political subdivision of the State ... with respect to the incarceration of [an] undocumented criminal alien"); 8 U.S.C. 1226 (the federal government "shall take into custody" certain criminal aliens "when the alien is released"); and 8 U.S.C. 1366 (requiring an annual DOJ report to Congress on "the number of illegal alien[felons] in Federal and State prisons" and programs underway "to ensure the prompt removal" from the U.S. of removable "criminal aliens") -- no State or local government entity, -agency, or -official (including a government-contracted correctional facility) may use funds under this award to interfere with the "removal" process by failing to provide -- as early as practicable (see para. 4.C. below) -- advance notice to DHS of the scheduled release date and time for a particular alien, if a State or local government (or government-contracted) correctional facility receives from DHS a formal written request pursuant to the INA that seeks such advance notice.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions (e.g., training) designed to ensure compliance with this condition.

4. Rules of construction.

The "Rules of Construction" set out in the "Noninterference (within the funded "program or activity") with federal law enforcement: Notice of scheduled release" award condition are incorporated by reference as though set forth here in full.

41. Requirement to collect certain information from subrecipients

Except as provided in this condition, the recipient may not make a subaward to a State, a local government, or a "public" institution of higher education, unless it first obtains from the proposed subrecipient responses to the questions identified in the program solicitation as "Information regarding Communication with the Department of Homeland Security (DHS) and/or Immigration and Customs Enforcement (ICE)." All subrecipient responses must be collected and maintained by the recipient, consistent with document retention requirements, and must be made available to DOJ upon request. Responses to these questions are not required from subrecipients that are either a tribal government/organization, a nonprofit organization, or a private institution of higher education.

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42. Cooperating with OJP Monitoring

The recipient agrees to cooperate with OJP monitoring of this award pursuant to OJP's guidelines, protocols, and procedures, and to cooperate with OJP (including the grant manager for this award and the Office of Chief Financial Officer (OCFO)) requests related to such monitoring, including requests related to desk reviews and/or site visits. The recipient agrees to provide to OJP all documentation necessary for OJP to complete its monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by OJP for providing the requested documents. Failure to cooperate with OJP's monitoring activities may result in actions that affect the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to award funds; referral to the DOJ OIG for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).

43. FFATA reporting: Subawards and executive compensation

The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of \$25,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at <https://ojp.gov/funding/Explore/FFATA.htm> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

This condition, including its reporting requirement, does not apply to-- (1) an award of less than \$25,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

44. Required monitoring of subawards

The recipient must monitor subawards under this award in accordance with all applicable statutes, regulations, award conditions, and the DOJ Grants Financial Guide, and must include the applicable conditions of this award in any subaward. Among other things, the recipient is responsible for oversight of subrecipient spending and monitoring of specific outcomes and benefits attributable to use of award funds by subrecipients. The recipient agrees to submit, upon request, documentation of its policies and procedures for monitoring of subawards under this award.

45. Use of program income

Program income (as defined in the Part 200 Uniform Requirements) must be used in accordance with the provisions of the Part 200 Uniform Requirements. Program income earnings and expenditures both must be reported on the quarterly Federal Financial Report, SF 425.

46. Justice Information Sharing

Information sharing projects funded under this award must comply with DOJ's Global Justice Information Sharing Initiative (Global) guidelines. The recipient (and any subrecipient at any tier) must conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: https://it.ojp.gov/gsp_grantcondition. The recipient (and any subrecipient at any tier) must document planned approaches to information sharing and describe compliance with the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

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AWARD DATE 09/18/2019

SPECIAL CONDITIONS

47. Avoidance of duplication of networks

To avoid duplicating existing networks or IT systems in any initiatives funded by BJA for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the recipient can demonstrate to the satisfaction of BJA that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.

48. Compliance with 28 C.F.R. Part 23

With respect to any information technology system funded or supported by funds under this award, the recipient (and any subrecipient at any tier) must comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation to be applicable. Should OJP determine 28 C.F.R. Part 23 to be applicable, OJP may, at its discretion, perform audits of the system, as per the regulation. Should any violation of 28 C.F.R. Part 23 occur, the recipient may be fined as per 34 U.S.C. 10231(c)-(d). The recipient may not satisfy such a fine with federal funds.

49. Protection of human research subjects

The recipient (and any subrecipient at any tier) must comply with the requirements of 28 C.F.R. Part 46 and all OJP policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

50. Confidentiality of data

The recipient (and any subrecipient at any tier) must comply with all confidentiality requirements of 34 U.S.C. 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The recipient further agrees, as a condition of award approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23.

51. Verification and updating of recipient contact information

The recipient must verify its Point of Contact(POC), Financial Point of Contact (FPOC), and Authorized Representative contact information in GMS, including telephone number and e-mail address. If any information is incorrect or has changed, a Grant Adjustment Notice (GAN) must be submitted via the Grants Management System (GMS) to document changes.



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SPECIAL CONDITIONS

39. Noninterference (within the funded "program or activity") with federal law enforcement: Notice of scheduled release

SCOPE. This condition applies with respect to the "program or activity" that is funded (in whole or in part) by the award, as of the date the recipient accepts the award, and throughout the remainder of the period of performance. Its provisions must be among those included in any subaward at any tier.

1. Noninterference with "removal" process: Notice of scheduled release date and time

Consonant with federal law enforcement statutes -- including 8 U.S.C. 1231 (for an alien incarcerated by a State or local government, a 90-day "removal period" during which the federal government "shall" detain and then "shall" remove an alien from the U.S. "begins" no later than "the date the alien is released from ... confinement"; also, the federal government is expressly authorized to make payments to a "State or a political subdivision of the State ... with respect to the incarceration of [an] undocumented criminal alien"); 8 U.S.C. 1226 (the federal government "shall take into custody" certain criminal aliens "when the alien is released"); and 8 U.S.C. 1366 (requiring an annual DOJ report to Congress on "the number of illegal alien[felons] in Federal and State prisons" and programs underway "to ensure the prompt removal" from the U.S. of removable "criminal aliens") -- within the funded program or activity, no State or local government entity, -agency, or -official (including a government-contracted correctional facility) may interfere with the "removal" process by failing to provide -- as early as practicable (see para. 4.C. below) -- advance notice to DHS of the scheduled release date and time for a particular alien, if a State or local government (or government-contracted) correctional facility receives from DHS a formal written request pursuant to the INA that seeks such advance notice.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions (e.g., training) designed to ensure compliance with this condition.

4. Rules of construction

A. The "Rules of Construction" set out in the "Noninterference (within the funded "program or activity") with federal law enforcement: Interrogation of certain aliens" award condition are incorporated by reference as though set forth here in full.

B. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, any State or local government, or any other entity or individual to maintain (or detain) any individual in custody beyond the date and time the individual otherwise would have been released.

C. Applicability

(1) Current DHS practice is ordinarily to request advance notice of scheduled release "as early as practicable (at least 48 hours, if possible)." (See DHS Form I-247A (3/17)). If (e.g., in light of the date DHS made such request) the scheduled release date and time for an alien are such as not to allow for the advance notice that DHS has requested, it shall NOT be a violation of this condition to provide only as much advance notice as practicable.

(2) Current DHS practice is to use the same form for a second, distinct purpose -- to request that an individual be detained for up to 48 hours AFTER the scheduled release. This condition does NOT encompass such DHS requests for detention.

(sk)



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SPECIAL CONDITIONS

52. Law enforcement task forces - required training

Within 120 days of award acceptance, each current member of a law enforcement task force funded with award funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, must complete required online (internet-based) task force training. Additionally, all future task force members must complete this training once during the period of performance for this award, or once every four years if multiple OJP awards include this requirement.

The required training is available free of charge online through the BJA-funded Center for Task Force Integrity and Leadership (www.ctfli.org). The training addresses task force effectiveness, as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability. If award funds are used to support a task force, the recipient must compile and maintain a task force personnel roster, along with course completion certificates.

Additional information regarding the training is available through BJA's web site and the Center for Task Force Integrity and Leadership (www.ctfli.org).

53. Justification of consultant rate

Approval of this award does not indicate approval of any consultant rate in excess of \$650 per day. A detailed justification must be submitted to and approved by the OJP program office prior to obligation or expenditure of such funds.

54. Submission of eligible records relevant to the National Instant Background Check System

Consonant with federal statutes that pertain to firearms and background checks -- including 18 U.S.C. 922 and 34 U.S.C. ch. 409 -- if the recipient (or any subrecipient at any tier) uses this award to fund (in whole or in part) a specific project or program (such as a law enforcement, prosecution, or court program) that results in any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the National Instant Background Check System (NICS), or that has as one of its purposes the establishment or improvement of records systems that contain any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS, the recipient (or subrecipient, if applicable) must ensure that all such court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS are promptly made available to the NICS or to the "State" repository/database that is electronically available to (and accessed by) the NICS, and -- when appropriate -- promptly must update, correct, modify, or remove such NICS-relevant "eligible records".

In the event of minor and transitory non-compliance, the recipient may submit evidence to demonstrate diligent monitoring of compliance with this condition (including subrecipient compliance). DOJ will give great weight to any such evidence in any express written determination regarding this condition.



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SPECIAL CONDITIONS

55. "Methods of Administration" - monitoring compliance with civil rights laws and nondiscrimination provisions

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with applicable federal civil rights laws and nondiscrimination provisions. Within 90 days of the date of award acceptance, the recipient must submit to OJP's Office for Civil Rights (at CivilRightsMOA@usdoj.gov) written Methods of Administration ("MOA") for subrecipient monitoring with respect to civil rights requirements. In addition, upon request by OJP (or by another authorized federal agency), the recipient must make associated documentation available for review.

The details of the recipient's obligations related to Methods of Administration are posted on the OJP web site at <https://ojp.gov/funding/Explore/StateMethodsAdmin-FY2017update.htm> (Award condition: "Methods of Administration" - Requirements applicable to States (FY 2017 Update)), and are incorporated by reference here.

56. Required attendance at BJA-sponsored events

The recipient (and its subrecipients at any tier) must participate in BJA-sponsored training events, technical assistance events, or conferences held by BJA or its designees, upon BJA's request.

(SA)



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SPECIAL CONDITIONS

57. Compliance with National Environmental Policy Act and related statutes

Upon request, the recipient (and any subrecipient at any tier) must assist BJA in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of these award funds, either directly by the recipient or by a subrecipient. Accordingly, the recipient agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the award, the recipient agrees to contact BJA.

The recipient understands that this condition applies to new activities as set out below, whether or not they are being specifically funded with these award funds. That is, as long as the activity is being conducted by the recipient, a subrecipient, or any third party, and the activity needs to be undertaken in order to use these award funds, this condition must first be met. The activities covered by this condition are:

a. New construction;

b. Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;

c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;

d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and

e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

The recipient understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. The recipient further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed at <https://bja.gov/Funding/nepa.html>, for programs relating to methamphetamine laboratory operations.

Application of This Condition to Recipient's Existing Programs or Activities: For any of the recipient's or its subrecipients' existing programs or activities that will be funded by these award funds, the recipient, upon specific request from BJA, agrees to cooperate with BJA in any preparation by BJA of a national or program environmental assessment of that funded program or activity.

58. Establishment of trust fund

If award funds are being drawn down in advance, the recipient (or a subrecipient, with respect to a subaward) is required to establish a trust fund account. Recipients (and subrecipients) must maintain advance payments of federal awards in interest-bearing accounts, unless regulatory exclusions apply (2 C.F.R. 200.305(b)(8)). The trust fund, including any interest, may not be used to pay debts or expenses incurred by other activities beyond the scope of the Edward Byrne Memorial Justice Assistance Grant Program (JAG). The recipient also agrees to obligate the award funds in the trust fund (including any interest earned) during the period of performance for the award and expend within 90 days thereafter. Any unobligated or unexpended funds, including interest earned, must be returned to OJP at the time of closeout.



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SPECIAL CONDITIONS

59. Prohibition on use of award funds for match under BVP program

JAG funds may not be used as the 50% match for purposes of the DOJ Bulletproof Vest Partnership (BVP) program.

60. Certification of body armor "mandatory wear" policies

If recipient uses funds under this award to purchase body armor, the recipient must submit a signed certification that law enforcement agencies receiving body armor purchased with funds from this award have a written "mandatory wear" policy in effect. The recipient must keep signed certifications on file for any subrecipients planning to utilize funds from this award for ballistic-resistant and stab-resistant body armor purchases. This policy must be in place for at least all uniformed officers before any funds from this award may be used by an agency for body armor. There are no requirements regarding the nature of the policy other than it be a mandatory wear policy for all uniformed officers while on duty.

61. Body armor - compliance with NIJ standards and other requirements

Ballistic-resistant and stab-resistant body armor purchased with JAG award funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the body armor has been tested and found to comply with applicable National Institute of Justice ballistic or stab standards and is listed on the NIJ Compliant Body Armor Model List (<https://nij.gov/topics/technology/body-armor/Pages/compliant-ballistic-armor.aspx>). In addition, ballistic-resistant and stab-resistant body armor purchased must be made in the United States and must be uniquely fitted, as set forth in 34 U.S.C. 10202(c)(1)(A). The latest NIJ standard information can be found here: <https://nij.gov/topics/technology/body-armor/pages/safety-initiative.aspx>.

62. Reporting requirements

The recipient must submit quarterly Federal Financial Reports (SF-425) and semi-annual performance reports through OJP's GMS (<https://grants.ojp.usdoj.gov>). Consistent with the Department's responsibilities under the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, the recipient must provide data that measure the results of its work. The recipient must submit quarterly performance metrics reports through BJA's Performance Measurement Tool (PMT) website (www.bjaperformancetools.org). For more detailed information on reporting and other JAG requirements, refer to the JAG reporting requirements webpage. Failure to submit required JAG reports by established deadlines may result in the freezing of grant funds and future High Risk designation.

63. Required data on law enforcement agency training

Any law enforcement agency receiving direct or sub-awarded funding from this JAG award must submit quarterly accountability metrics data related to training that officers have received on the use of force, racial and ethnic bias, de-escalation of conflict, and constructive engagement with the public.

64. Expenditures prohibited without waiver

No funds under this award may be expended on the purchase of items prohibited by the JAG program statute, unless, as set forth at 34 U.S.C. 10152, the BJA Director certifies that extraordinary and exigent circumstances exist, making such expenditures essential to the maintenance of public safety and good order.



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SPECIAL CONDITIONS

65. Authorization to obligate (federal) award funds to reimburse certain project costs incurred on or after October 1, 2018

The recipient may obligate (federal) award funds only after the recipient makes a valid acceptance of the award. As of the first day of the period of performance for the award (October 1, 2018), however, the recipient may choose to incur project costs using non-federal funds, but any such project costs are incurred at the recipient's risk until, at a minimum-- (1) the recipient makes a valid acceptance of the award, and (2) all applicable withholding conditions are removed by OJP (via a Grant Adjustment Notice). (A withholding condition is a condition in the award document that precludes the recipient from obligating, expending, or drawing down all or a portion of the award funds until the condition is removed.)

Except to the extent (if any) that an award condition expressly precludes reimbursement of project costs incurred "at-risk," if and when the recipient makes a valid acceptance of this award and OJP removes each applicable withholding condition through a Grant Adjustment Notice, the recipient is authorized to obligate (federal) award funds to reimburse itself for project costs incurred "at-risk" earlier during the period of performance (such as project costs incurred prior to award acceptance or prior to removal of an applicable withholding condition), provided that those project costs otherwise are allowable costs under the award.

Nothing in this condition shall be understood to authorize the recipient (or any subrecipient at any tier) to use award funds to "supplant" State or local funds in violation of the recipient's certification (executed by the chief executive of the State or local government) that federal funds will be used to increase the amounts of such funds that would, in the absence of federal funds, be made available for law enforcement activities.

66. Use of funds for DNA testing; upload of DNA profiles

If award funds are used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System ("CODIS," the DNA database operated by the FBI) by a government DNA laboratory with access to CODIS.

No profiles generated under this award may be entered or uploaded into any non-governmental DNA database without prior express written approval from BJA.

Award funds may not be used for the purchase of DNA equipment and supplies unless the resulting DNA profiles may be accepted for entry into CODIS.

67. Encouragement of submission of "success stories"

BJA strongly encourages the recipient to submit annual (or more frequent) JAG success stories. To submit a success story, sign in to a My BJA account at <https://www.bja.gov/Login.aspx> to access the Success Story Submission form. If the recipient does not yet have a My BJA account, please register at <https://www.bja.gov/profile.aspx>. Once registered, one of the available areas on the My BJA page will be "My Success Stories." Within this box, there is an option to add a Success Story. Once reviewed and approved by BJA, all success stories will appear on the BJA Success Story web page at <https://www.bja.gov/SuccessStoryList.aspx>.



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SPECIAL CONDITIONS

68. Recipient integrity and performance matters: Requirement to report information on certain civil, criminal, and administrative proceedings to SAM and FAPIIS

The recipient must comply with any and all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) either this OJP award or any other grant, cooperative agreement, or procurement contract from the federal government. Under certain circumstances, recipients of OJP awards are required to report information about such proceedings, through the federal System for Award Management (known as "SAM"), to the designated federal integrity and performance system (currently, "FAPIIS").

The details of recipient obligations regarding the required reporting (and updating) of information on certain civil, criminal, and administrative proceedings to the federal designated integrity and performance system (currently, "FAPIIS") within SAM are posted on the OJP web site at <https://ojp.gov/funding/FAPIS.htm> (Award condition: Recipient Integrity and Performance Matters, including Recipient Reporting to FAPIIS), and are incorporated by reference here.

69. Withholding of funds: Certification with respect to federal taxes

The recipient may not obligate, expend, or draw down any funds under this award until it has submitted to the program manager, in a format acceptable to OJP, a formal written certification directed to OJP and executed by an official with authority to sign on behalf of the recipient, that the recipient (unless an exemption applies by operation of law, as described below)-- (1) has filed all Federal tax returns required for the three tax years immediately preceding the tax year in which the certification is made; (2) has not been convicted of a criminal offense under the Internal Revenue Code of 1986; and (3) has not, more than 90 days prior to this certification, been notified of any unpaid federal tax assessment for which the liability remains unsatisfied, unless the assessment is the subject of an installment agreement or offer in compromise that has been approved by the Internal Revenue Service and is not in default, or the assessment is the subject of a non-frivolous administrative or judicial proceeding; and until a Grant Adjustment Notice (GAN) has been issued to remove this condition.

The certification must be dated, and must indicate the full name and title of the signer, as well as the full legal name of the recipient.

A recipient that is exempt from any legal requirement to file or pay federal taxes (such as a government entity exempt from federal income tax), and to which the elements of the above-specified certification would not apply, must advise OJP in writing -- in lieu of submitting the above-specified certification -- that it is not subject to any legal requirement to file or pay federal taxes.

(SK)

Resolution

Number 20-0231

Adopted Date February 18, 2020

AUTHORIZE COUNTY ADMINISTRATOR TO SIGN AGREEMENT WITH RUSSELL TREE EXPERTS, LTD FOR THE 2020 IMPROVEMENTS TO THE WARREN COUNTY AIRPORT – JOHN LANE FIELD

BE IT RESOLVED, to authorize the County Administrator to sign an agreement with Russell Tree Experts, LTD, 3427 E. Dublin Granville Rd., Westerville, Ohio for clearing and fence replacement for the 2020 Improvements to the Warren County Airport – John Lane Field, for a total cost of \$38,160.00. Copy of said agreement attached hereto and made a part hereof.

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

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

Resolution adopted this 18th day of February 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—Russell Tree Experts, LTD
Airport (file)

CONTRACT

(to be completed after selection of Contractor)

This Agreement, made and entered into this 23rd day of January, 2020, by and between the Warren County Board of Commissioners, 406 Justice Drive, Lebanon, Ohio 45036, acting by and through its President, pursuant to Motion passed by at least a majority vote of its members on _____, hereinafter designated the OWNER, and Russell Tree Experts, located at 3427 E. Dublin Granville Road, Westerville, OH 43081, hereinafter designated the CONTRACTOR, acting through its _____ pursuant to an authorizing corporate resolution. (title)

WITNESSETH:

That the parties to these presents, each in consideration of the undertakings, promises and agreements on the part of the other herein contained, have undertaken, promised and agreed and do hereby undertake, promise and agree, the OWNER and its successors and assigns, and the CONTRACTOR for itself and its, successors and assigns, as follows:

The CONTRACTOR, in consideration of payment at the unit prices submitted in their Proposal dated January 15, 2020 (the total of which is estimated to be \$38,160, to be paid by OWNER to CONTRACTOR, shall and will at its own cost and expense furnish all the labor, materials, tools and equipment to complete the items of work required for the following project: 2020 Improvements to Warren County Airport - John Lane Field, in accordance with the Proposal Requirements dated December 2019 prepared by Stantec Consulting Services Inc. (attached to and included as part of this Agreement). Final payment will be determined by the sum of the unit prices multiplied by the actual approved number of units for each item of work stipulated, and may be more or less than the total amount estimated above.

If the CONTRACTOR shall fail to comply with any of the terms, conditions, provisions or stipulations of this Agreement, according to the true intent and meaning thereof, then the OWNER may avail itself of any or all remedies provided in its behalf in the Agreement and shall have the right and power to proceed in accordance with the provisions thereof. Work shall be completed in accordance with:

1. Materials purchased for use or consumption in connection with the proposed work may be exempt from the State of Ohio Sales Tax as provided for in Section 5739.02 of the Ohio Revised Code and also from the State of Ohio Use Tax, Section 5741.02. Purchases by CONTRACTOR, of expendable items such as form lumber, tools, oils, greases, fuel, or equipment rentals may be subject to the application of the Ohio Sales and Use Taxes. CONTRACTOR shall complete an updated IRS W-9 matching records on file with IRS.
2. CONTRACTOR hereby agrees to hold the OWNER free and harmless from any and all claims for damages, costs, expenses, judgments or decrees, resulting from any operations of CONTRACTOR, its subcontractors, agents or employees.
3. CONTRACTOR agrees to pay each subcontractor under this prime Agreement for satisfactory performance of its Agreement no later than fourteen (14) days from the receipt of payment from OWNER for the work completed by the subcontractor. Any delay or postponement of payment from the above referenced time-frame may occur only for good cause following written approval of OWNER.
4. CONTRACTOR certifies that they have not been disbarred or otherwise prohibited by any federal, state or local governmental agency, authority or contracting party from entering into an Agreement for, or performing work on, the Project.
5. CONTRACTOR is advised that the site of the work is not within any property, district, or site, and does not contain any building, structure, or object listed in the current National Register of Historic Places published by the United States Department of Interior. Should CONTRACTOR encounter, during their operations, any building, part of a building, structure, or object that is incongruous with its surroundings, they shall immediately cease operations in that location and notify the OWNER. OWNER will immediately investigate contractor's finding and OWNER will direct CONTRACTOR to either resume their operations or to suspend operations as directed. Should OWNER order suspension of CONTRACTOR'S operations in order to protect an archaeological or historical finding, or order CONTRACTOR to perform extra work, such shall be covered by an appropriate Agreement modification. If appropriate, the Agreement modification shall include an extension of the time for performance in this Agreement.

6. Changes in the Scope of Work, except deletions of Work to be performed, may only be accomplished by a written change order/amendment signed by both OWNER and CONTRACTOR that will set forth the adjustment in price which will result from the amendment. There will be no oral amendments or understandings binding on either party, nor will either party be liable for breach for failure to abide by an oral amendment/change order alleged to exist.
7. For and during the term of this Agreement, CONTRACTOR shall maintain such liability insurance specified in the General Contract Provisions. Said liability insurance shall be primary and any policy of insurance maintained by OWNER or its agents shall be secondary. Said liability insurance shall also provide the same coverage and duty to defend OWNER as such policy provides for CONTRACTOR. Said coverage shall not be altered or amended during the term of this agreement without the express written consent of OWNER.
8. This Agreement will be binding on and shall inure to the benefit of the successors and assigns of the parties hereto. This Agreement contains all of the terms, conditions, and representations between the parties hereto unless otherwise specifically set forth herein. This Agreement shall not be amended or supplemented except as may be done in writing and signed by the parties hereto.
9. This Agreement shall be governed by the laws of the State of Ohio. All claims, counterclaims, disputes, interpretations, and other matters in question between OWNER, its agents and employees, and CONTRACTOR arising out of or relating to this Agreement or its breach shall exclusively be the Warren County, Ohio Court of Common Pleas, and CONTRACTOR waives the right to remove or initiate any action in any federal court.
10. The remedies reserved in this Agreement are cumulative and in addition to any remedies provided for in law or equity. No waiver of the breach of any term of this Agreement on any occasion will constitute a waiver of any other provision, any future breach of the same provision, nor constitute a course of dealing contrary to the terms of this Agreement.
11. All notices and other communications required or authorized must be given either in writing or by personal delivery or by registered mail addressed to the respective party at the address indicated at the beginning of this agreement.
12. The Contractor understands and agrees that time is of the essence for completion of the Project and that the Owner will suffer additional expense and financial loss if said Project is not completed within the agreed upon Contract Time. Furthermore, the Contractor and Owner recognize and understand the difficulty, delay, and expense in establishing the exact amount of actual financial loss and additional expense. Accordingly, in place of requiring such documentation of loss, the Contractor expressly agrees to pay the Owner as liquidated damages the non-penal sum of \$1,500 per day for each calendar day in excess of the authorized Contract Time that work remains incomplete. In addition, the Contractor understands and agrees that:
 - a. the Owner has the right to deduct from any moneys due the Contractor the amount of said liquidated damages; and
 - b. the Owner has the right to recover the amount of said liquidated damages from the Contractor, Surety, or both.

IN WITNESS WHEREOF, the parties to this Agreement have hereto set their hand and seals and have executed this Agreement, in quadruplicate, the day and year stated below.

AUDITOR
TREASURER'S CERTIFICATE: I, Matt Nolan, Warren County Treasurer, hereby certify that the money to meet this Agreement has been lawfully appropriated for the purpose of this Agreement and is in its Treasury or is in the process of collection to the credit of the appropriate fund free from prior encumbrance.

By: *Matt Nolan*
Treasurer Auditor

Date: 2/18/2020

APPROVED AS TO FORM:

DAVID P. FORNSHELL
PROSECUTING ATTORNEY
WARREN COUNTY, OHIO
By: *Bruce A. McGary*
BRUCE A. MCGARY, Asst. Prosecutor

Resolution

Number 20-0232

Adopted Date February 18, 2020

AUTHORIZE THE COUNTY ADMINISTRATOR TO SIGN A LETTER OF ARRANGEMENT BETWEEN THE BOARD OF COUNTY COMMISSIONERS AND THE AUDITOR OF STATE RELATIVE TO THE 2019 COUNTY FINANCIAL AUDIT

BE IT RESOLVED, to authorize the County Administrator to sign a Letter of Arrangement between the Board of County Commissioners and the Auditor of State relative to the 2019 County Financial Audit; as attached hereto and made a part hereof.

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

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

Resolution adopted this 18th day of February 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

Tz/

cc: Auditor _____ (file)
Auditor of State
c/a – Auditor of State of Ohio

OHIO AUDITOR OF STATE KEITH FABER



Corporate Centre of Blue Ash
11117 Kenwood Road
Blue Ash, Ohio 45242-1817
(513) 361-8550 or (800) 368-7419
SouthwestRegion@ohioauditor.gov

February 12, 2020

Commissioners David Young, Tom Grossman, and Shannon Jones
Warren County

This engagement letter describes the arrangement between the Warren County (the County) and the Auditor of State including the objective and scope of the services we will provide, the County's required involvement and assistance in support of our services, the related fee arrangements, and other terms and conditions designed to ensure that our professional services satisfy the County's audit requirements.

Summary of Services

We will audit the County's basic financial statements as of and for the year ended December 31, 2019. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter. The objective of an audit is to express our opinion concerning whether the basic financial statements and related notes present fairly, in all material respects, the County's financial position, changes in financial position, required budgetary comparisons, and cash flows (where applicable), in conformity with U.S. generally accepted accounting principles.

We expect to deliver our report on or about June 30, 2020.

We will audit to form an opinion on the basic financial statements. We will also opine on whether supplementary information is fairly presented, in all material respects, in relation to the basic financial statements taken as a whole.

We will apply certain limited procedures to required supplementary information. However, we will not opine or provide any assurance on this information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any other assurance.

We also will read the other information included in the introductory and statistical sections of the Comprehensive Annual Financial Report (CAFR) and consider whether this information, including the manner of its presentation, is materially consistent with information appearing in the financial section. However, we will not express an opinion or any other assurance on the introductory or statistical sections of the CAFR.

Engagement Team

The engagement will be led by:

- * Loren S. Crisp, CPA, Chief Auditor, who will be responsible for assuring the overall quality, value, and timeliness of our services to you;
- * Karen J. Contant, Senior Audit Manager, who will be responsible for managing the delivery of our services to you; and,
- * Susan M. Walz, CPA, Audit Manager, who will be responsible for on-site administration of our services to you.

The Auditing Process

Our Responsibilities:

The *Summary of Services* above describes our responsibilities for the County's basic statements and other financial information.

We will conduct our audit in accordance with U.S. generally accepted auditing standards (GAAS) and the Comptroller General of the United States' standards for financial audits included in *Government Auditing Standards*, the Single Audit Act Amendments of 1996, and *Title 2 U.S. Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance)*. Those standards require that we plan and perform the audit to reasonably assure that the financial statements are free of material misstatement.

Because of inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatement may not be detected exists, even though the audit is properly planned and performed in accordance with GAAS.

We may limit certain procedures to selective testing of data. Therefore, we might not detect material error and fraud if it exists. It is not cost-efficient to design procedures to detect immaterial error or immaterial fraud. Also, because of the characteristics of fraud, including attempts at concealment through collusion and forgery, a properly designed and executed audit may not detect a material fraud.

We will communicate all instances where we believe fraud *may* exist to you. These would include instances where we:

- Have persuasive evidence that fraud occurred.
- Determined fraud risks exist and were unable to obtain convincing evidence to determine that fraud was unlikely.

Similarly, noncompliance may have occurred. However, our audit provides no assurance that noncompliance generally will be detected and only reasonable assurance that we will detect noncompliance directly and materially affecting the determination of financial statement amounts. We will inform you regarding material error or noncompliance that come to our attention.

If we find indications of abuse, we will expand our tests to determine its financial statement effect. *Government Auditing Standards* defines *abuse* as behavior which while not necessarily a legal violation, is behavior a prudent person would deem improper or deficient. Because this determination is subjective, *Government Auditing Standards* does not expect auditors to provide reasonable assurance of detecting abuse.

If for any reason we are unable to complete the audit or are unable to form an opinion, we may disclaim an opinion on your financial statements. In this unlikely event, we will communicate the reason for disclaiming an opinion to you, and to those charged with governance, in writing.

Your Responsibilities and Identification of the Applicable Reporting Framework:

We will audit assuming that management and those charged with governance acknowledge and understand they are responsible for:

1. Preparing the financial statements and other financial information, including related disclosures and selecting and applying accounting principles in accordance with accounting principles generally accepted in the United States of America. This includes compliance with Ohio Admin. Code § 117-2-01 which requires designing, implementing and maintaining internal controls relevant to preparing and fairly presenting financial statements free from material misstatement whether due to fraud or error.
2. Providing us with:
 - a. Access to all information of which management is aware that is relevant to preparing and fairly presenting the financial statements such as records, documentation, and other matters;

- b. Written representations as part of the engagement, from management and/or attorneys, understanding separate legal fees from attorneys may result;
 - c. Additional information that we may request from management for the audit; and,
 - d. Unrestricted access to persons within the County from whom we determine it necessary to obtain audit evidence.
3. Inform us of events occurring or facts discovered subsequent to the date of the financial statements, of which management may become aware, that may affect the financial statements.
4. Preparing supplementary information (including the Schedule of Expenditures of Federal Awards) in accordance with the applicable criteria.
 - a. Include our report on the supplementary information in any document that includes the supplementary information and that indicates that the auditor has reported on this supplementary information.
 - b. Present the supplementary information with the audited financial statements or, if the supplementary information will not be presented with the audited financial statements, to make the audited financial statements readily available to the intended users of the supplementary information no later than the date of issuance by the County of the supplementary information and the auditor's report thereon.
5. Reporting fraud and noncompliance of which you are aware to us.
6. Making available to the auditor draft financial statements and any accompanying other information in time to allow the auditor to complete the audit in accordance with the proposed timeline.
7. Reviewing drafts of the audited financial statements, footnotes, any supplemental information, auditor's reports and any findings; and informing us of any edits you believe may be necessary.
8. Designing and implementing programs and controls to prevent and detect fraud.

You should not rely on our audit as your primary means of detecting fraud.

Compliance with Laws and Regulations

Our Responsibilities

As part of reasonably assuring whether the financial statements are free of material misstatement, we will test the County's compliance with certain provisions of laws, regulations, contracts, and grants if noncompliance might reasonably directly and materially affect the financial statements. However, except for major federal financial assistance programs, our objective is not to opine on overall compliance with these provisions.

Your Responsibilities:

Management and those charged with governance are responsible for:

1. Being knowledgeable of, and complying with, laws, regulations, contracts, and grants applicable to the County.
2. Identifying for us other financial audits, attestation engagements, performance audits, internal audits, reports from regulators or other studies related to the County (if any), and the corrective actions taken to address these audits' significant findings and recommendations.
3. Tracking the status of prior audit findings.
4. Taking timely and appropriate steps to remedy fraud, noncompliance, violations of provisions of

laws, regulations, contracts or grant agreements, or abuse we may report.

5. Providing your views and planned corrective action on audit findings we may report.

Internal Control

Our Responsibilities:

As a part of our audit, we will obtain an understanding of your County and its environment, including its internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses.

In assessing risk, we consider internal control relevant to the County's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances but not for the purpose of opining on the effectiveness of the County's internal control. However, we will communicate to you in writing any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.

Your Responsibilities:

Design, implement and maintain internal control relevant to compliance and the preparing and fairly presenting financial statements that are free from material misstatement, whether due to fraud or error. Appropriate supervisory reviews are necessary to reasonably assure that adopted policies and prescribed procedures are followed.

Your Responsibility for Service Organizations:

Service organizations are other governmental entities, organizations, or companies that provide services to you, as the user County, relevant to your internal controls over financial reporting. Service organizations process transactions reflected in your County's financial statements and, therefore, fall within the scope of our audit. While service organizations are responsible for establishing and maintaining their internal control, you are responsible for being aware of the service organizations your County uses, and for establishing controls to monitor the service organization's performance. Because the complexity of service organization transaction processing can vary considerably, your monitoring activities can vary accordingly.

When transaction processing is complex and the volume of transactions is relatively high, obtaining and reviewing a service organization auditor's *Independent Service Auditor's Report on Management's Description of a Service Organization's System and the Suitability of the Design and Operating Effectiveness of Controls Report* (Type 2 Service Organization Control Report (SOC 1)) may be the most effective method of meeting your responsibility to monitor a service organization, and may also be the only efficient means by which we can obtain sufficient evidence regarding their internal controls. AT Section 801, *Reporting on Controls at a Service Organization* for service organization reports dated prior to May 1, 2017 and AT-C Section 320, *Reporting on an Examination of Controls at a Service Organization Relevant to User Entities' Internal Control Over Financial Reporting* for service organization reports dated on or after May 1, 2017 discuss the aforementioned report. (In some circumstances, we can accept a suitably-designed agreed-upon procedures report (AUP) in lieu of a SOC 1 report.)

You are responsible for informing our staff of the service organizations your County uses, and for monitoring these service organizations' performance.

Service organizations of which we are aware are:

- United Healthcare, which processes the County's health insurance claims;
- Optum Rx, which processes the County's prescription drug insurance claims;
- Dental Care Plus, which processes the County's dental insurance claims;
- Eyemed, which processes vision insurance claims;
- CareWorks, which processes the County's workers comp claims;
- US Bank and Bank of New York, which service the County's debt;

- Meeder Investment Group, which manages the County's investment accounts;
- Fairfield, which processes credit card payments online for dog licenses;
- Pioneer Credit Recovery, which processes County Court collections;
- State of Ohio, which processes the County's sales tax collections;
- Mercury Payments, which processes credit card payments received by the Park Board;
- Muncipay, which processes credit card payments received by Building & Zoning;
- First Billing, which processes credit card payments for the water/sewer fees; and,
- F&E, which processes credit card payments for the Treasurer's Office.

Please confirm to us that, to the best of your knowledge, the above listing is complete.

Of the service organizations above, those for which we believe the complexity of processing and volume of transactions warrant a SOC 1(or AUP) report are:

- United Healthcare
- Optum Rx
- Dental Care Plus
- Eyemed
- CareWorks
- US Bank
- Bank of New York
- Meeder Investment Group
- Muncipay
- First Billing
- F&E

Without an acceptable SOC 1 or AUP report for the above-listed organizations, generally accepted auditing standards may require us to qualify our opinion on your County's financial statements due to an insufficiency of audit evidence regarding service organization transactions included in your County's financial statements. You are responsible for communicating the need for a SOC 1 or AUP report to these service organizations, and also for communicating the deadline for which we need the report to meet your reporting deadline. We will require the reports by approximately May 15, 2020 to meet your reporting deadline of June 30, 2020.

Additional Responsibilities and Reporting Under the Uniform Guidance

Our Responsibilities:

For grant funding subject to the Uniform Guidance, as the Guidance requires, we will test controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to opine on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

Additionally, the Uniform Guidance requires that we also plan and perform the audit to reasonably assure whether the auditee has complied with applicable federal statutes, regulations, and terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the OMB *Compliance Supplement* for the types of compliance requirements that could directly and materially affect each of your major programs.

In accordance with the Uniform Guidance, we will prepare the following report:

Independent Auditor's Report on Compliance with Requirements Applicable To Each Major Federal Program and on Internal Control Over Compliance Required by the Uniform Guidance

Our report on compliance will include our opinion on compliance with major federal financial

assistance programs and also describe instances of noncompliance with Federal requirements we detect that require reporting per the Uniform Guidance. This report will also describe any significant deficiencies and/or material weaknesses we identify relating to controls used to administer Federal award programs. However, this report will not opine on internal control used to administer Federal award programs.

We are also responsible for completing certain parts of OMB Form SF-SAC (the Data Collection Form).

Your Responsibilities:

You are responsible for identifying federal statutes, regulations and the terms and conditions relating to Federal award programs, and for complying with them. You are responsible for compiling the Schedule of Expenditures of Federal Awards and accompanying notes.

For grant funding subject to the Uniform Guidance, you are required to establish and maintain effective internal controls to reasonably assure compliance with federal statutes, regulations and terms and conditions of federal awards and controls relating to preparing the Schedule of Expenditures of Federal Awards. Additionally, you are responsible for evaluating and monitoring noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; taking prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly following up and taking corrective action on reported audit findings; and, for preparing a summary of schedule of prior audit findings and a separate corrective action plan.

You are responsible for informing us of significant subrecipient relationships and contractor relationships (previously known as vendor relationships), when the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

You are responsible for completing your County's Data Collection Form and assuring the reporting package (including the Data Collection Form) is filed in accordance with the electronic submission requirements.

You are responsible for providing electronic files that are unlocked, unencrypted and in an 85% text searchable PDF format for your County's single audit submission of the reporting package to the Federal Audit Clearinghouse.

Representations from Management

Your Responsibilities

Upon concluding our engagement, management and, when appropriate, those charged with governance will provide to us written representations about the audit that, among other things, will confirm, to the best of their knowledge and belief:

- Management's responsibility for preparing the financial statements in conformity with generally accepted accounting principles, and the Schedule of Expenditures of Federal Awards in accordance with the Uniform Guidance;
- The availability of original financial records and related data, the completeness and availability of all minutes of the legislative or other bodies and committee meetings;
- Management's responsibility for the County's compliance with laws and regulations;
- The identification and disclosure to the auditor of all laws, regulations, and provisions of contracts and grant agreements directly and materially affecting the determination of financial statement amounts; and,
- The absence of fraud involving management or employees with significant roles in internal control.

Additionally, we will request representations, as applicable, regarding:

- The inclusion of all components, and the disclosure of all joint ventures and other related organizations;
- The proper classification of funds, net position and fund balances;
- The proper approval of reserves of fund equity;
- Compliance with laws, regulations, and provisions of contracts and grant agreements, including budget laws or ordinances; compliance with any tax or debt limits, and any debt covenants;

- Representations relative to required supplementary information;
- The identification of all federal assistance programs, and compliance with grant requirements; and,
- Events occurring subsequent to the fiscal year end requiring adjustment to or disclosure in the financial statements or Schedule of Expenditures of Federal Awards.

Management is responsible for adjusting the financial statements to correct misstatements we may detect during our audit and for affirming to us in the representation letter that the effects of any uncorrected misstatements we aggregate during our engagement and pertaining to the latest period the statements present are immaterial, both individually and in the aggregate, to the opinion units. (*Financial statements* include the related footnotes and required and other supplemental information.)

Communication

Our Responsibilities

As part of this engagement, the Auditor of State will communicate certain additional matters (if applicable) to the appropriate members of management and to those charged with governance. These matters include:

- The initial selection of and changes in significant accounting policies and their application;
- The process management uses to formulate particularly sensitive accounting estimates and the basis for their conclusions regarding the reasonableness of those estimates;
- Audit adjustments, whether posted or waived;
- Any disagreements with management, whether or not satisfactorily resolved, about matters that individually or in the aggregate could be significant to the financial statements or our opinion;
- Our views about matters that were the subject of management's consultation with other accountants about auditing and accounting matters;
- Major issues that were discussed with management related to retaining our services, including, among other matters, any discussions regarding the application of accounting principles and auditing standards; and,
- Serious difficulties we encountered in dealing with management during the audit.

We will present those charged with governance our Summary of Identified Misstatements (if any) at the conclusion of our audit.

Terms and Conditions Supporting Fee

As a result of our planning process, the County and the Auditor of State have agreed to an approach designed to meet the County's objectives for an agreed-upon fee, subject to the following conditions.

Our Responsibilities:

In providing our services, we will consult with the County regarding matters of accounting, financial reporting or other significant business issues. Accordingly, our fee includes estimated time necessary for this consultation. Circumstances may require the Auditor of State to confirm balances with your financial institution resulting in additional nominal charges which will not require an amendment to this agreement. However, should a matter require research, consultation or audit work beyond this estimate, the Auditor of State and the County will agree to an appropriate revision in services and fee. These revisions will also be set forth in the form of the attached *Amendment to Engagement Letter*.

Your Responsibilities:

The County will provide in a timely manner all financial records and related information to us, an initial list of which has been furnished to you, including timely communication of all significant accounting and financial reporting matters, as well as working space and clerical assistance as mutually agreed upon and as is normal and reasonable in the circumstances. When and if for any reason the County is unable to provide these schedules, information and assistance, the Auditor of State and the County will mutually revise the fee to reflect additional services, if any, we require to achieve these objectives. These revisions will be set forth in the form of the attached *Amendment to Engagement Letter*.

Confidential Information:

You should make every attempt to minimize or eliminate the transmission of personal information to the Auditor of State (AOS). All documents you provide to the AOS in connection with our services including financial records and reports, payroll records, employee rosters, health and medical records, tax records, etc. should be redacted of any personal information. Personal information includes social security numbers, date of birth, drivers' license numbers or financial institution account numbers associated with an individual. The County should redact all personal information from electronic records before they are transmitted to the AOS. This information should be fully blacked out in all paper documents prior to sending to the AOS. If personal information cannot be redacted from any records or documents, the County must identify these records to the AOS.

If redacting this personal information compromises the audit or the ability to prepare financial statements, the County and the AOS will consider these exceptions on a case-by-case basis. Additionally, if redacting this information creates a hardship on the County in terms of resources, recordkeeping or other issues, the County and the AOS may collaborate on alternative methods of providing the data to the AOS without compromising the personal information of individuals served by the County. The AOS is willing to work with the County, and it is our intent to greatly reduce the amount of personal information submitted to the AOS for audit or financial statement preparation purposes. It is important that the County review internal policies to find ways to eliminate as much personal information from financial records as possible by substituting non-personal information (i.e., change social security numbers to employee identification numbers).

Fee

Except for any changes in fees and expenses which may result from the circumstances described above, we expect our fees and expenses for our audit services will not exceed \$114,062.

Pursuant to Ohio Rev. Code Section 117.13, you may charge all of this audit's cost to the general fund or you may allocate the cost among the general fund and other eligible funds.

Reporting

We will issue a written report upon completing our audit of your financial statements. We will address our report to those charged with governance. We cannot assure you that we will issue an unmodified opinion. Circumstances may arise in which it is necessary for us to modify our opinion, add an other matters or emphasis-of-matter paragraph or withdraw from the engagement.

Upon completing our audit, we will also issue a written report in accordance with Government Auditing Standards on internal control over financial reporting and our tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements and other matters.

Access to Our Reports and Working Papers

AU-C 905—*Alert That Restricts the Use of the Auditor's Written Communication* requires our reports to disclose the following:

Independent Auditor's Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Required by Government Auditing Standards:

This report only describes the scope of our internal control and compliance testing and our testing results, and does not opine on the effectiveness of the County's internal control or on compliance. This report is an integral part of an audit performed under *Government Auditing Standards* in considering the County's internal control and compliance. Accordingly, this report is not suitable for any other purpose.

Independent Auditor's Report on Compliance with Requirements Applicable to Each Major Federal Program and on Internal Control Over Compliance Required by the Uniform Guidance:

This report only describes the scope of our internal control compliance tests and the results of this testing based on Uniform Guidance requirements. Accordingly, this report is not suitable for any other purpose.

AU-C 905 requires us to include this restrictive language in our reports due to concerns that other readers may not fully understand the purpose of the report, the nature of the procedures applied in its preparation, the basis or assumptions used in its preparation, the extent to which the procedures performed are generally known or understood, and the potential for the report to be misunderstood, when taken out of the context for which it was intended.

However, under Revised Code Section 117.26, an audit report becomes a public record under Section 149.43, Revised Code, when we file copies of the report with the public officers enumerated in the Revised Code. When we file the reports, our working papers become available to the public upon request, subject to information protected for criminal investigations, by attorney-client privilege or by local, state or federal law. AU-C 905 does not affect public access to our reports or working papers.

Under generally accepted auditing standards, we must retain working papers for five years after the release date of our opinion. However, AOS policy requires we retain working papers for seven years or longer, as needed.

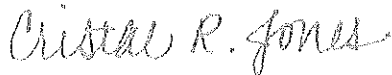
Peer Review Report

As required by *Government Auditing Standards*, we have made our most recent external quality control review report (Peer Review) publicly available, at https://www.ohioauditor.gov/publications/Peer_Opinion_2018.pdf. Audit organizations can receive a rating of *pass*, *pass with deficiency(ies)*, or *fail*. The Auditor of State received a peer review rating of *pass*.

Please sign and return this letter to indicate your acknowledgement of, and agreement with, the arrangements for our audit of the financial statements including our respective responsibilities. If you have any questions, please call Karen Contant at (513) 361-8550.

Sincerely,

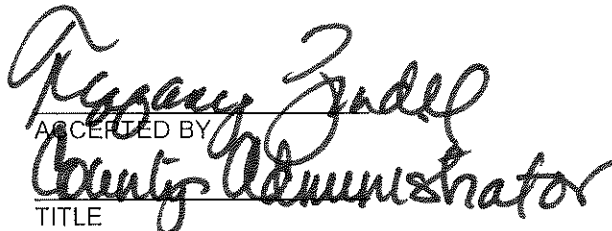
KEITH FABER
Auditor of State



Cristal R. Jones, CPA
Assistant Chief Auditor, Southwest Region

Attachment

cc: Matt Nolan, County Auditor
Tiffany Zindel, County Administrator


ACCEPTED BY
County Administrator
TITLE

2-18-2020
DATE

2CFR Part 200 REPORTING PACKAGE

2CFR Part 200 Ref.	Item	Responsibility	
		Auditee	Auditor
.508(b); .510(a)	Financial Statements	✓	
.515(a)	Report (opinion) on financial statements		✓
508(b); .510(b)	Schedule of Expenditures of Federal Awards	✓	
.515(a)	Report ("in-relation-to" opinion) on Schedule of Expenditures of Federal Awards		✓
.515(b)	Report on Compliance and Internal Controls - Financial Statements		✓
.515(c)	Report on Compliance and Internal Controls - (Major) Federal Awards		✓
.515(d)	Schedule of Findings and Questioned Costs ¹		✓
.508(c); .511(a),(b)	Schedule of Prior Audit Findings ⁴	✓	
.512(a), (b)	Data Collection Form ²	✓	✓
.511(c)	Corrective Action Plan ³	✓	

¹ Required in all cases

² You may only submit the reporting package and Data Collection Form electronically. The reporting package will be uploaded and submitted along with the Data Collection Form. The Federal Audit Clearinghouse will distribute the required reporting packages to the Federal agencies per Section __.512(g) of the Uniform Guidance, if the audit requires distribution to a Federal-funding agency. Complete the auditee certification process and submit the single audit reporting package and the Data Collection Form electronically to the Federal Audit Clearinghouse within the earlier of 30 days after receipt of our reports or nine months after the end of the audit period.

³ Required for any GAGAS level or UG findings

Resolution

Number 20-0233

Adopted Date February 18, 2020

APPROVE AND ENTER INTO AGREEMENT BETWEEN THE WARREN COUNTY COMMISSIONERS AND THE CITY OF MASON, OHIO REGARDING REIMBURSEMENT FOR PUBLIC DEFENDER EXPENDITURES FOR 2019

BE IT RESOLVED, to approve and enter into contract with the City of Mason, Ohio for reimbursement for 2019 public defender services; said agreement attached hereto and made a part hereof.

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

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

Resolution adopted this 18th day of February 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/tao

cc: c/a—City of Mason
City of Mason – Zach Zoz (file)
Ohio Public Defender Office
Commissioners' file
D. Gray

**AGREEMENT FOR INDIGENT DEFENSE SERVICES
IN MASON MUNICIPAL COURT
(ASSIGNED COUNSEL)**

This Agreement is entered into by and between the Warren County Board of County Commissioners, with a mailing address of 406 Justice Drive, Lebanon, Ohio 45036, (hereinafter referred to as the "COUNTY"), and the City of Mason, Ohio, with a mailing address of 6000 Mason-Montgomery Road, Mason, Ohio 45040, (hereinafter referred to as the "CITY").

WHEREAS, the CITY recognizes its responsibility under the laws of the State of Ohio and of the United States of America to provide legal counsel to indigent persons charged with a violation of a CITY Ordinance for which the penalty or any possible adjudication includes the potential loss of liberty, and

WHEREAS, the COUNTY, in furtherance of the execution of its legal responsibilities, desires that said legal services be delivered to COUNTY's indigent citizens and others so situated, and

WHEREAS, the CITY of Mason Municipal Court maintains a list of Public Defenders who are willing to provide the aforesaid legal services to the COUNTY's indigent citizens and others so situated, and

WHEREAS, the County Commissioners pursuant to Ohio Revised Code section 120.33 may enter into a contract with a municipal corporation under which the municipal corporation shall reimburse the COUNTY for counsel appointed to represent indigent persons charged with a violation of an ordinance of the municipal corporation, and

WHEREAS, these contracts must contain terms in conformance with Ohio Administrative Code 120-1-09 and the parties must follow the Ohio Public Defender Commission standards and guidelines and the limits of the County Maximum Fee Schedule for Appointed Counsel in order for the COUNTY to obtain reimbursement for indigent defense costs pursuant to Ohio Revised Code sections 120.33 and 120.35, and pay the CITY its appropriate share, and

WHEREAS, this Agreement has been authorized by the CITY by Res./Ord. Number 2013.95, passed by the Mason CITY Council on November 18, 2013, and by Resolution Number _____, passed by the Board of Commissioners of Warren COUNTY on _____.

NOW THEREFORE, the parties do mutually agree to bind themselves as follows:

1. REPRESENTATION

- 1.1 The CITY and COUNTY agree that the judges of the municipal court may assign by journal entry, recorded on the Court Docket, appointed counsel to represent indigent adults and juveniles in Municipal Court on or after the commencement date and during the term of this agreement in which the defendant is indigent and charged with the commission of an offense or act which is a violation of a CITY Ordinance and for which the penalty or any possible adjudication includes the potential loss of liberty.
- 1.2 Indigency shall be determined in accordance with the standards of indigency and other rules and guidelines established by the Ohio Public Defendant's Commission and the State Public Defender, pursuant to Ohio Revised Code section 120.33 and Ohio Administrative Code section 120-1-03. In addition to indigency determination, all rules, standards and guidelines issued by the Office of Public Defender and Ohio Public Defender Commission shall be followed.

2. COMPENSATION

- 2.1** Pursuant to Ohio Revised Code section 120.33 and aforesaid resolutions, the COUNTY shall pay all legal fees and expenses to counsel duly appointed by the Municipal Court of Mason, Ohio, to represent indigent persons charged with violations of the ordinances of the CITY of Mason, Ohio.
- 2.2** Payment by the municipality for representation of indigent persons will be by fee schedule, and such payment shall not exceed the fee schedule in effect and adopted by the Board of County Commissioners of Warren County, Ohio.
- 2.3** CITY agrees to deposit funds in advance with the COUNTY in an amount sufficient for the payment of the legal fees and expenses that CITY anticipates incurring during the term of this Agreement.
- 2.4** The COUNTY shall pay over to the CITY any reimbursement received from the Office of the Ohio Public Defender Commission pursuant to Chapter 120 of the Ohio Revised Code for any amounts expended pursuant to this agreement, within thirty (30) days of reconciliation of reimbursements received or at a time mutually agreed upon by the parties.

3. DURATION OF CONTRACT AND TERMINATION

- 3.1** The term of this agreement shall be for one year, January 1, 2020 to December 31, 2020.
- 3.2** If the COUNTY or CITY shall fail to fulfill in a reasonable, timely and proper manner its obligations under this agreement or if either party shall substantially violate any of the covenants, agreements or stipulations of this agreement, then the aggrieved party shall hereupon have the right to terminate this agreement by giving written notice to the other party of such termination and specifying an effective date thereof at least thirty (30) days before the effective date of said termination. Termination by either party shall not constitute a waiver of any other right or remedy it may have in law or in equity for breach of this agreement by the other party.
- 3.3** Written notice shall be considered furnished when it is sent by Certified Mail, return receipt requested, or is hand-delivered.

4. TERMS OF AGREEMENT

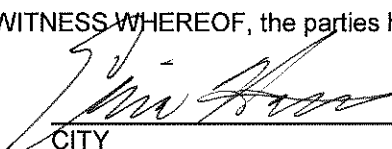

- 4.1** As soon as is reasonably practical after a case is finally disposed of by the Mason Municipal Court, the Court shall approve counsel fees in accordance with the standards of indigency, which fees shall not be taxed as part of the costs of the case.
- 4.2** Recognizing that the requests for reimbursements must be received by the State Public Defender within ninety (90) days of the end of the calendar month in which a case is finally disposed of by the Court, the Mason Municipal Court Clerk shall promptly notify the COUNTY of the fees which have been approved.
- 4.3** After approval, the COUNTY Auditor shall thereafter process the fees and expenses approved by the Court in accordance with the procedure set forth in Ohio revised Code section 120.33.

- 4.4 There shall be no discrimination against any employee who is employed in the work covered by this agreement or against any application for such employment because of the race, color, religion, sex, age, handicap or national origin. This provision shall apply to, but not be limited to, employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, raises of pay or other forms of compensation, and selection for training, including apprenticeship. The COUNTY shall insert a similar provision in any subcontract for services covered by this agreement.
- 4.5 No personnel of the parties or member of the governing body of any locality or other public official or employee of any such locality in which, or relating to which, the work under this agreement is being carried out, and who exercises any functions or responsibilities in connection with the review or approval of the understanding or carrying out of any such work shall, prior to the completion of said work voluntarily acquire any personal interest, direct or indirect, which is incompatible or in conflict with the discharge and fulfillment of his or her functions and responsibilities with respect to the carrying out of said work.

5. MODIFICATION

- 5.1 This contract may not be amended orally.
- 5.2 This contract may be amended only by written addendum, signed and executed by the parties named herein, or their successors.

IN WITNESS WHEREOF, the parties have hereunto set their hands.

 _____ CITY	1/23/2020 _____ Date	 _____ COUNTY COMMISSIONER	2/18/2020 _____ Date
--	----------------------------	--	----------------------------

Approved as to form:



 Warren County Prosecutor's Office

1/29/2020

 Date

ORDINANCE NO. 2013 - 95

AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH WARREN COUNTY COMMISSIONERS REGARDING MASON MUNICIPAL COURT PUBLIC DEFENDER

WHEREAS, Warren County and the City of Mason recognize their responsibilities under the laws of the State of Ohio and of the United States of America to provide legal counsel to indigent persons charged with a violation of a municipal ordinance for which the penalty or any possible adjudication includes the potential loss of liberty in Mason Municipal Court; and

WHEREAS, the Mason Municipal Court maintains a list of Public Defenders who are willing to provide those needed legal services to the County's indigent citizens; and

WHEREAS, the Ohio Public Defenders Office has requested a cooperative agreement between the City of Mason and Warren County regarding public defender expenditures.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Mason, Ohio, seven members elected thereto concurring:

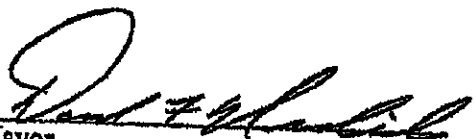
Section 1. That the City Manager is hereby authorized to enter into an agreement substantially in the form of the Agreement attached hereto as Exhibit "A".

Section 2. That the City Manager is hereby authorized to enter into agreements for subsequent years provided that the agreement is substantially in the form of the Agreement attached hereto as Exhibit "A".

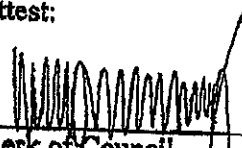
Section 3. That the City Manager is authorized to execute other documents necessary to fulfill the terms of the Agreement.

Section 4. That this ordinance shall go into effect and be in force from and after the earliest period allowed by law.

Passed this 18th day of November, 2013.


Mayor

Attest:


Clerk of Council

Certification

The undersigned, Clerk of Council of the City of Mason, hereby certifies this to be a true and exact copy of Ordinance 2013-95 adopted by the Council of the City of Mason on November 18, 2013.


Clerk of Council

Resolution

Number 20-0234

Adopted Date February 18, 2020

APPROVE AND AUTHORIZE THE VICE PRESIDENT OF THE BOARD OF COMMISSIONERS TO SIGN LOCAL SUPPORT AGENCY MEMORANDUM OF UNDERSTANDING WITH WARREN CORRECTIONAL INSTITUTION

BE IT RESOLVED, to approve and authorize the Vice President of the Board of Commissioners, on behalf of Emergency Services Department, to sign the Local Support Agency Memorandum of Understanding with Warren Correctional Institution; copy of said Memorandum of Understanding attached hereto and made a part hereof.

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

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

Resolution adopted this 18th day of February 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: C/A—Warren Correctional Institution
Emergency Services (file)

Ohio | Department of Rehabilitation & Correction

Mike DeWine, Governor
Stuart C. Hudson, Interim Director

Local Support Agency Memorandum of Understanding With EMA & Warren Correctional Institution (WCI)

January 14, 2020

The Ohio Department of Rehabilitation and Correction protects Ohio citizens by ensuring effective supervision of adult offenders in environments that are safe, humane and appropriately secure. However, there may be a Critical Incident which disrupts the routine operations or services of a correctional facility creating a state of disorder, a threat to security or an inability to maintain orderly control of inmates. During the course of our response and recovery from the Critical Incident, it may be necessary to utilize resources beyond what ODRC is able to directly provide.

I. Statement of Purpose

The Purpose of this Memorandum of Understanding is to identify resources that can be made available by the Warren County Department of Emergency Services to the Warren Correctional Institution to assist in response and recovery of a Critical Incident occurring at the prison. This memorandum is developed to provide a planning guide for the prison to know the agency's capabilities to respond to a Critical Incident. However, this memorandum does not guarantee that any or all services, personnel, and/or equipment will be available at all times.

NOTE: The Department of Emergency Services is the Emergency Management Authority for Warren County, Ohio.

II. Request for Assistance

In the event of a Critical Incident in the prison, the agency will be contacted by a prison employee in the ICS Logistics Section. Requests for local Emergency Management resource assistance will be made by the following process.

- A. Call the Warren County Communication Center at (513) 695-1315 and request the Supervisor or Operator in Charge.
- B. Provide:
 - a. The nature of the Critical Incident.
 - b. The assistance needed (type, kind, quantity and time to report).
 - c. The location to which they are to respond.
 - d. The person to whom they are to report to upon arrival.
 - e. A contact name and number.

Ohio | Department of Rehabilitation & Correction

Mike DeWine, Governor
Stuart C. Hudson, Interim Director

- C. Request the Communication Center to page the Emergency Management Staff.

In the event of a Critical Incident in Warren County, Warren Correctional Institution will be contacted by a county employee. Requests for local resource assistance will be made by the following process.

- A. Call Warren Correctional Institution at (513) 932-3388 and request for the Shift Commander in charge.
- B. Provide:
- a. The nature of the Critical Incident.
 - b. The assistance needed (type, kind, quantity and time to report).
 - c. The location to which they are to respond.
 - d. The person to whom they are to report to upon arrival.
 - e. A contact name and number.

III. Scope of Assistance

The Local Support Agency resources are understood to be available to the prison on a twenty-four (24) hour a day, seven (7) day a week basis, unless otherwise specified in this Memorandum of Understanding.

- A. The Personnel Resource response by the agency to the prison is as follows:

1. Director of Emergency Services
2. Emergency Management Operations Manager
3. LEPC Coordinator
4. Communications and Telecommunications Personnel as deemed necessary by the Director and Incident Commander

- B. The Equipment Resource response by the agency to the prison is as follows:

1. 800 MHz Radios which include the Marcs and Warren County Systems
2. Cellular Telephones

- C. The Support Services capabilities of the agency to the prison is as follows:

1. Acquisition Resources
2. On Scene Resource Coordination

Ohio | Department of Rehabilitation & Correction

Mike DeWine, Governor
Stuart C. Hudson, Interim Director

3. Communication Coordination with Responders
4. Search & Rescue Coordination
5. Activation of County Emergency Operation Center
6. Direct Avenue of Control with Ohio Emergency Management Agency's E.O.C. via Radio, Fax, and/or Telephone for State Coordination of Resources

D. The agency utilizes the following radio frequencies:

Warren County operates on a Motorola 800 MHz Trunked Radio System. This is a 15 channel trunking system. There is no specific "Primary Frequency". Warren County's system can be patched into the Ohio MARCS system.

The Local Support Agency resources are understood to be available to Warren County on a twenty-four (24) hour a day, seven (7) day a week basis, unless otherwise specified in this Memorandum of Understanding.

A. The Support Services capabilities of Warren Correctional to Warren County is as follows:

1. In the need of an emergency evacuation of the Warren County jail, Warren Correctional Institution is able to provide four (4) -- twelve (12) passenger transportation vans, and one (1) forty-two (42) passenger HUB bus. The HUB bus will be provided by WCI only if it is not being utilized by the institution at the time of the emergency evacuation.

IV. Prison/Agency Responsibilities

The Incident Commander will designate an individual to coordinate the agency assistance and needs in response to the Critical Incident. This individual will coordinate all security and any other needs of the agency, which may include, but not be limited to: Specific security issues, access to facilities, and protection of equipment and personnel. The prison will work with the agency to identify and arrange for the availability of utility connections at each prison site to facilitate the utilization of the agency resources. By ODRC policy, the prison Incident Commander has been delegated authority to manage a Critical Incident. However, where there is active involvement of Local Support Agencies, a Unified Command structure may be established, and command authority would then be shared with assisting agencies. The Incident Commander and the prison Incident Command Organization will work closely with the agency to coordinate their response. In order to maintain effective information release, the prison's Public Information Officer shall coordinate the Public/Media Information Release. The Local Support Agency shall consult with the prison's Public Information Officer prior to the release of information.

Ohio | Department of Rehabilitation & Correction

Mike DeWine, Governor
Stuart C. Hudson, Interim Director

V. Annual Review of the Memorandum of Understanding

The Warren Correctional Institution and the Warren County Department of Emergency Services will conduct an annual review of the details of this Memorandum of Understanding. Once updated, the prison will re-issue this document.

VI. Limitation of Liability

The Warren County Board of County Commissioners and its Department, Agencies and Employees shall not be liable to ODRC, its employees, agents or officers, or to third parties for claims, damages, expenses, costs, fees, attorney fees, injurious actions, causes of actions or suits due to a refusal or failure to respond, in whole or in part, to a request for assistance.

X

Lt. Brandon Teague, CIM Coordinator
Warren Correctional Institution

Date:

X

Warren County Board of Commissioners

Date:

2/18/2020

X

Warren County Prosecutor's Office
Adam M. Nice, Asst. Prosecutor

Date:

2/11/2020

Resolution

Number 20-0235

Adopted Date February 18, 2020

ENTER INTO CONTRACT WITH DDK CONSTRUCTION, INC. FOR THE RE-BID LILY DRIVE BRIDGE #1023-0.17 REPLACEMENT PROJECT

WHEREAS, pursuant to Resolution #20-0179, adopted January 28, 2020, this Board approved a Notice of Intent to Award Contract for the Re-Bid Lily Drive Bridge #1023-0.17 Replacement Project to DDK Construction Inc., for a total bid price of \$276,982.50; and

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

NOW THEREFORE BE IT RESOLVED, to enter into contract with DDK Construction, Inc., 7259 Dog Trot Road, Cincinnati, Ohio for said project, for a total contract price of \$276,982.50; as attached hereto and made a part hereof.

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

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

Resolution adopted this 18th day of February 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

LL\

cc: c/a— DDK Construction Inc.
Engineer (file)
OMB Bid file

CONTRACT

THIS AGREEMENT, made this 18 day of February, 2020, with the Warren County Board of Commissioners, 406 Justice Drive, Lebanon, Ohio hereinafter called "Owner" and **DDK Construction, Inc., 7259 Dog Trot Road, Cincinnati, Ohio**, doing businesses as (an individual, partner, a corporation) hereinafter called "Contractor."

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the Owner, the Contractor hereby agrees with the Owner to commence and complete the construction described as follows:

RE-BID LILY DRIVE BRIDGE #1023-0.17 REPLACEMENT PROJECT

hereinafter called the project; for the sum of **\$276,982.50, Two Hundred Seventy Six Thousand, Nine Hundred Eighty Two dollars and Fifty cents**, and all work in connection therewith, under the terms as stated in the Conditions of the Contract; and as his/her (its or their) own proper cost and expense furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, Conditions of the Contract, the Specifications and Contract Documents. "Contract Documents" means and includes the following:

- Proposal Price (Bid) Sheet
- Exception Sheet
- Bidder Identification
- A) Invitation to Bidders
- B) General Instruction to Bidders
- C) Noncollusion Affidavit
- D) Bid Guaranty & Contract Bond
- E) Performance Bond
- F) Contract
- G) Bonding & Insurance Requirements
- H) Experience Statement
- I) Affidavit of Non-Delinquency of Real and/or Personal Property Tax
- J) Equal Employment Opportunity Requirements, Bid Conditions and Non-discrimination and Equal Employment Opportunity Affidavit
- K) Findings for Recovery Affidavit Wage Rate Determination
- L) Wage Rate Determination
- M) Special Provision/Technical Specifications

The CONTRACTOR hereby agrees to commence work under this contract on or before a date to be specified in a Written "Notice to Proceed" of the OWNER, and to fully complete the project in 10 weeks after the written notice-to-proceed has been issued and a preconstruction meeting has been held. The Contractor further agrees to pay, as liquidated damages, the sum of \$400.00 for each consecutive calendar day thereafter.

This Agreement may be terminated by either party upon written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement. The nonperforming party shall have fifteen calendar days from the date of the termination notice to cure or to submit a plan for cure acceptable to the other party.

OWNER may terminate or suspend performance of this Agreement for OWNER'S convenience upon a written notice to CONTRACTOR. CONTRACTOR shall terminate or suspend performance of the services/work on a schedule acceptable to OWNER.

The CONTRACTOR will indemnify and save the OWNER, their officers and employees, harmless from loss, expenses, costs, reasonable attorneys fees, litigation expenses, suits at law or in equity, causes of action, actions, damages, and obligations arising from (a) negligent, reckless or willful and wanton acts, errors or omissions by CONTRACTOR, its agents, employees, licensees, consultants or subconsultants; (b) the failure of the CONTRACTOR, its agents, employees, licensees, consultants or subconsultants to observe the applicable standard of care providing services pursuant to this agreement; (c) the intentional misconduct of the CONTRACTOR, its agents, employees, licensees, consultants or subconsultants that result in injury to persons or damage to property for which the OWNER may be held legally liable.

The CONTRACTOR does hereby agree to indemnify and hold the OWNER harmless for any and all sums for which the OWNER may be required to pay or for which the OWNER may be held responsible for failure of the CONTRACTOR or any subcontractor to pay the prevailing wage upon this project.

The OWNER agrees to pay the CONTRACTOR in the manner and at such times as set forth in the General Provisions such amounts as required by the Contract Documents.

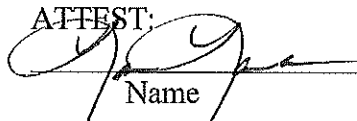
This CONTRACT shall be construed under the laws of the State of Ohio, and the parties hereby stipulate to the venue for any and all claims, disputes, interpretations, litigation of any kind arising out of this Contract being exclusively in the Warren County, Ohio Court of Common Pleas (unless both parties mutually agree in writing to alternate dispute resolution), as well as waiving any right to bring or remove such matters in or to any other state or federal court.

This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

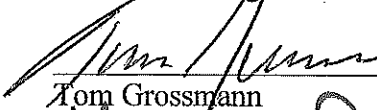
Contractor shall bind every subcontractor to, and every subcontractor must agree to be bound by the terms of, this Agreement, as far as applicable to the subcontractor's work particularly pertaining to Prevailing Wages and EEO requirements. Nothing contained in this Agreement shall create any contractual relationship between any subcontractor and Owner, nor create any obligations on the part of the Owner to pay or see to the payment of any sums to any subcontractor.

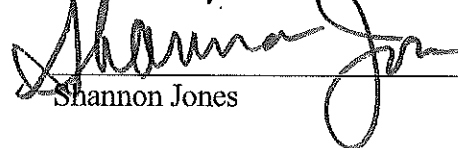
IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in two counterparts, each of which shall be deemed an original on the date first above written.

WARREN COUNTY BOARD OF COMMISSIONERS
(Owner)

ATTEST:

Name

David G. Young / President

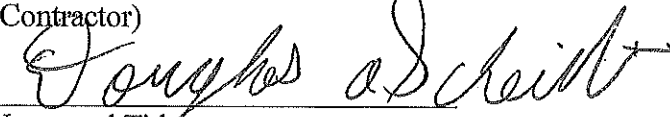

Tom Grossmann

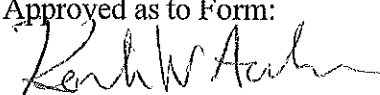

Shannon Jones

(Seal)

ATTEST:

ENTER CONTRACTOR NAME HERE
(Contractor)

By: 
Name and Title
DOUGLAS A SCHEIDT PRESIDENT

Approved as to Form:

Assistant Prosecutor

Resolution

Number 20-0236

Adopted Date February 18, 2020

AUTHORIZE COUNTY ENGINEER TO FUND WARREN COUNTY'S PORTION (EASTERN HALF) OF THE PAVEMENT RESURFACING OF BUTLER-WARREN COUNTY LINE ROAD BETWEEN IRWIN-SIMPSON ROAD AND FALLEN OAKS DRIVE, BEING 0.58 MILES IN LENGTH, IN AN AMOUNT NOT TO EXCEED \$50,000.00 THROUGH A JOINT PROJECT WITH WEST CHESTER TOWNSHIP, BUTLER COUNTY (WESTERN HALF) THROUGH THE BUTLER COUNTY ENGINEER'S 2020 PAVING PROGRAM AND APPROVE A FUTURE PURCHASE ORDER IN THE SAME AMOUNT WITH THE SELECTED PAVING CONTRACTOR

WHEREAS, the Butler-Warren County Line Road joint maintenance agreement was approved jointly by this Board and the Butler County Board of Commissioners on October 1, 1991; and

WHEREAS, the said joint maintenance agreement provides for completing capital improvements, such as pavement resurfacing, by splitting the cost equally between Warren County and Butler County; and

WHEREAS, Butler-Warren County Line Road is classified as a County Road in Warren County and a Township Road in Butler County; and

WHEREAS, the condition of Butler-Warren County Line Road between Irwin-Simpson Road and Fallen Oaks Drive is deteriorating, which makes it necessary for the County Engineer and West Chester Township, Butler County, to complete a joint improvement project by resurfacing the pavement through the Butler County Engineer's 2020 Paving Program; and

NOW THEREFORE BE IT RESOLVED, to authorize County Engineer to fund Warren County's portion (eastern half) of the pavement resurfacing of Butler-Warren County Line Road between Irwin-Simpson Road and Fallen Oaks Drive, being 0.58 miles in length, in an amount not to exceed \$50,000.00 through a joint project with West Chester Township, Butler County (western half) through the Butler County Engineer's 2020 Paving Program, final cost and contractor to be determined in the future at the time of contract award by Butler County; and

BE IT FURTHER RESOLVED, to approve a future purchase order in an amount not to exceed \$50,000.00 made payable to the contractor that is awarded the project by Butler County through their project bidding process.

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

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

Resolution adopted this 18th day of February 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—Butler County Engineer
Engineer (file)

Project file

Resolution

Number 20-0237

Adopted Date February 18, 2020

ENTER INTO PRELIMINARY LEGISLATION WITH THE OHIO DEPARTMENT OF TRANSPORTATION FOR PROJECT TO COMPLETE GUARDRAIL REPAIR AND UPGRADING ON GREENTREE ROAD IN DISTRICT 8 County/Route/Section : D07/D08 GR FY2020 (PID No. 108137)

WHEREAS, the Ohio Department of Transportation, hereinafter referred to as State, and the Board of Warren County Commissioners on behalf of the County Engineer, hereinafter referred to as County, desire to improve the referenced projects; and

WHEREAS, the following is a Resolution enacted by the Board of County Commissioners of Warren County, Ohio, hereinafter referred to as the Local Public Agency (LPA) in the matter of the stated described project; and

SECTION I – Project Description

WHEREAS, the (LPA/STATE) has determined the need for the described project:

Greentree Road near the intersection of State Route 123 requires improvements to ensure highway safety. The State of Ohio Department of Transportation (hereinafter “State”) can include this work into its previously scheduled guardrail and pavement maintenance project known as:

Guardrail repair and/or upgrading at various locations in District 8 and Montgomery County in District 7.

NOW THEREFORE BE IT RESOLVED, by the Board of County Commissioners of Warren County, Ohio,

SECTION II – Consent Statement

Being in the public interest, the LPA gives consent to the Director of Transportation to complete the above described project.

SECTION III – Cooperation Statement

The LPA shall cooperate with the Director of Transportation in the above described project as follows:

The State shall assume and bear 100% of all of the costs of the improvement.

The LPA agrees to pay 100% of the cost of those features requested by the LPA which are determined by the State and Federal Highway Administration to be unnecessary for the Project.

SECTION IV – Utilities and Right-of-Way Statement

The LPA agrees that all right-of-way required for the described project will be acquired and/or made available in accordance with current State and Federal regulations. The LPA also understands that right-of-way costs include eligible utility costs.

The LPA agrees that all utility accommodation, relocation and reimbursement will comply with the current provisions of 23 CFR 645 and the ODOT Utilities Manual.

SECTION V – Maintenance

Upon completion of the Project, and unless otherwise agreed, the LPA shall: (1) provide adequate maintenance for the Project in accordance with all applicable State and Federal law, including, but not limited to, Title 23, U.S.C., Section 116; (2) provide ample financial provisions, as necessary, for the maintenance of the Project; (3) maintain the right-of-way, keeping it free of obstructions; and (4) hold said right-of-way inviolate for public highway purposes.

BE IT FURTHER RESOLVED, to authorize the President or Vice President of the Board of County Commissioners to execute necessary negotiated agreements for the above purposes

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

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

Resolution adopted this 18th day of February 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: C/A—Ohio Department of Transportation
Engineer (file)

**CERTIFICATE OF COPY
STATE OF OHIO**

Board of County Commissioners of Warren County, Ohio
(LPA)

I, Tina Osborne, as Clerk of the Board of County Commissioners of Warren County, Ohio, do hereby certify that the foregoing is a true and correct copy of Resolution adopted by the legislative Authority of the said Board of County Commissioners on the 18 day of February, 2020. That the publication of such Resolution has been made and certified of record according to Law; that no proceedings looking to a referendum upon such Resolution have been taken.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal, if applicable,

this 18 day of February, 2020.

Tina Osborne

(Clerk)

The foregoing is accepted as a basis for proceeding with the project herein described.

For the Board of County Commissioners of Warren County, Ohio:

Attested: [Signature]

[Signature]
President / Vice President
Warren County Board of Commissioners

Date 2/18/2020

Resolution No. 20-0237

[Signature]
Approved as to Form
Assistant Prosecuting Attorney

For the State of Ohio:

Attested: _____

_____ Date _____
(Director, Ohio Department of Transportation)

Resolution

Number 20-0238

Adopted Date February 18, 2020

ENTER INTO PRELIMINARY LEGISLATION WITH THE OHIO DEPARTMENT OF TRANSPORTATION FOR PROJECT TO COMPLETE DISTRICT WIDE PAVEMENT MARKING AND RAISED PAVEMENT MARKING IN DISTRICT 8, County/Route/Section : D08 PM/RPM FY2019 (PID No.98536)

WHEREAS, the Ohio Department of Transportation, hereinafter referred to as State, and the Board of Warren County Commissioners on behalf of the County Engineer, hereinafter referred to as County, desire to improve the referenced projects; and

WHEREAS, the following is Resolution enacted by the Board of County Commissioners of Warren County, Ohio, hereinafter referred to as the Local Public Agency (LPA) in the matter of the stated described project; and

SECTION I – Project Description

WHEREAS, the (LPA/STATE) has determined the need for the described project:

Greentree Road near the intersection of State Route 123 requires improvements to ensure highway safety. The State of Ohio Department of Transportation (hereinafter “State”) can include this work into its previously scheduled guardrail and pavement marking maintenance project known as:

District Wide Pavement Marking and Raised Pavement Marking in District 8.

NOW THEREFORE BE IT RESOLVED, by the Board of County Commissioners of Warren County, Ohio.

SECTION II – Consent Statement

Being in the public interest, the LPA gives consent to the Director of Transportation to complete the above described project.

SECTION III – Cooperation Statement

The LPA shall cooperate with the Director of Transportation in the above described project as follows:

The State shall assume and bear 100% of all of the costs of the improvement.

The LPA agrees to pay 100% of the cost of those features requested by the LPA which are determined by the State and Federal Highway Administration to be unnecessary for the Project.

PID No.: 98536

SECTION IV – Utilities and Right-of-Way Statement

The LPA agrees that all right-of-way required for the described project will be acquired and/or made available in accordance with current State and Federal regulations. The LPA also understands that right-of-way costs include eligible utility costs.

The LPA agrees that all utility accommodation, relocation and reimbursement will comply with the current provisions of 23 CFR 645 and the ODOT Utilities Manual.

SECTION V – Maintenance

Upon completion of the Project, and unless otherwise agreed, the LPA shall: (1) provide adequate maintenance for the Project in accordance with all applicable State and Federal law, including, but not limited to, Title 23, U.S.C., Section 116; (2) provide ample financial provisions, as necessary, for the maintenance of the Project; (3) maintain the right-of-way, keeping it free of obstructions; and (4) hold said right-of-way inviolate for public highway purposes.

NOW THEREFORE BE IT FURTHER RESOLVED, to authorize the President or Vice President of the Board of County Commissioners to execute necessary negotiated agreements for the above purposes

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

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

Resolution adopted this 18th day of February 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—Ohio Department of Transportation
Engineer (file)

PID No.: 98536

CERTIFICATE OF COPY
STATE OF OHIO

Board of County Commissioners of Warren County, Ohio

I, Tina Osborne, as Clerk of the Board of County Commissioners of Warren County, Ohio, do hereby certify that the foregoing is a true and correct copy of Resolution adopted by the legislative Authority of the said

Board of County Commissioners on the 18 day of February, 2020
That the publication of such Resolution has been made and certified of record according to Law; that no proceedings looking to a referendum upon such Resolution have been taken.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal, if applicable,
this 18 day of February 2020.

Tina Osborne
(Clerk)

Board of County Commissioners of Warren County, Ohio

The foregoing is accepted as a basis for proceeding with the project herein described.

For the Board of County Commissioners of Warren County, Ohio.

Attested:

[Signature]

[Signature]
President Vice President

Warren County Board of Commissioners

Date 2/18/2020

Resolution No. 20-0238

[Signature]

Approved as to Form
Assistant Prosecuting Attorney

For the State of Ohio

Attested: _____

_____ Date _____
(Director, Ohio Department of Transportation)

Resolution

Number 20-0239

Adopted Date February 18, 2020

AUTHORIZE THE VICE PRESIDENT OF THE BOARD TO SIGN ASSUMPTION OF LIABILITY RIDER RELATIVE TO CHANGE OF SURETY FOR AN AGREEMENT WITH DDK CONSTRUCTION, INC. FOR THE SOCIALVILLE-FOSTERS ROAD BRIDGE #32-5.14 REHABILITATION AND RETAINING WALL REPLACEMENT PROJECT

WHEREAS, this Board holds a contract bond for DDK Construction, Inc. in which Developers Surety and Indemnity Company is listed as the surety company; and

WHEREAS, Liberty Mutual Insurance Company has acquired the US surety operations of AmTrust Financial Services which includes Developers Surety and Indemnity Company; and

WHEREAS, an Assumption of Liability Rider is required to recognize the change in surety; and

NOW THEREFORE BE IT RESOLVED, to authorize the Vice President of the Board to sign the Assumption of Liability Rider for the contract with DDK Construction, Inc. relative to the Socialville-Fosters Road Bridge #32-5.14 Rehabilitation and Retaining Wall Replacement Project. Copy of said rider attached hereto and made a part hereof.

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

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

Resolution adopted this 18th day of February 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—DDK Construction, Inc.
Engineer (file)
Project file

Assumption of Liability Rider

To: **Warren County Board of Commissioners**
406 Justice Drive
Lebanon, OH 45036

RE: **Change Surety Company**

Principal: **DDK Construction Inc.**
Surety Bond Number: **263428P**
Bond Amount: **\$683,515.60**
Original Surety: **Developers Surety and Indemnity Company**

New Surety: **The Ohio Casualty Insurance Company**

Change Surety Company

- Effective, **1/28/2020** the original surety on the above referenced surety bond, **Developers Surety and Indemnity Company**, is replaced with **The Ohio Casualty Insurance Company**.
- On the effective date, **The Ohio Casualty Insurance Company** assumes all obligations of the original surety from the date of issuance of the Surety Bond and all obligations of Developers Surety and Indemnity Company (DSI) under the Bond are extinguished.
- Obligee's signature on this Rider confirms its consent to this substitution and release of the original surety on the effective date.
- All notices, including claims, should be sent to:


Liberty Mutual Surety
P.O. Box 34526
Seattle, WA 98154
Attention: LMS Claims

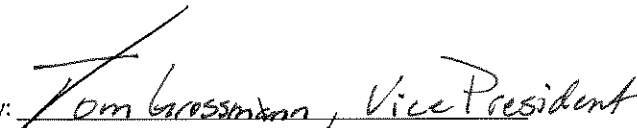
- With the exception of the substitution of Surety Company pursuant to this Rider, all terms and conditions of the Surety Bond remain in full force and effect. This Assumption of Liability Rider shall not, in any respect, vary, waive, alter or extend the terms, conditions and obligations of the Bond.

Signed and dated this **28th** day of **January, 2020**.


NEW SURETY: The Ohio Casualty Insurance Company

OBLIGEE: 

By:  \ Senior Director
Name\Title

By:  Vice President
Name\Title

APPROVED AS TO FORM


Adam M. Nice
Asst. Prosecuting Attorney



*Socialville Tusters Bridge
Rehabilitation Retaining
Wall Replacement*
Liberty Mutual Surety
383 Main Street
Suite 102
Chatham, NJ 07928

January 28, 2020

Assumption of Liability Rider

RECEIVED
WARREN COUNTY
COMMISSIONERS
2020 FEB -3 PM 2:01

Dear Warren County Board of Commissioners,

On May 31, 2019 Liberty Mutual Insurance Company ("Liberty") acquired the U.S. surety operations of AmTrust Financial Services which includes Developers Surety & Indemnity Company [or insert the bonding line]. Liberty is now liable for the above referenced surety obligation.

To memorialize and clarify the liability of Liberty for the referenced obligation, we have enclosed an Assumption of Liability Rider ("Rider"). Depending on the obligation, the surety on the Rider is Liberty or Ohio Casualty Insurance Company ("OCIC"). Liberty is an admitted surety in good standing with a U.S. Treasury Listing of \$1,289,139,000. OCIC is an admitted surety in good standing with a U.S. Treasury Listing of \$175,415,000.

As noted on the Rider, upon the effective date The Ohio Casualty Insurance Company will be the surety as if The Ohio Casualty Insurance Company originally issued the bond. In recognition of this assumption, we ask that you sign the enclosed Rider and electronically return a copy to: Qadia.childs@libertymutual.com

If you have any questions or concerns regarding this process, please contact Kenneth Ryan at 973-665-6006.

Thank you for your cooperation.

Sincerely,

Liberty Mutual Surety

Enclosure - Rider

Resolution

Number 20-0240

Adopted Date February 18, 2020

ENTER INTO A GEOTECHNICAL ENGINEERING SERVICES CONTRACT WITH TERRACON CONSULTANTS, INC. ON BEHALF OF THE WARREN COUNTY ENGINEER'S OFFICE

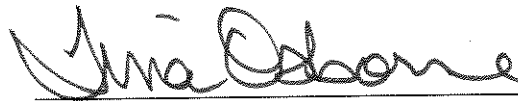
BE IT RESOLVED, to enter into a Geotechnical Engineering Service contract with Terracon Consultants, Inc. 611 Lunken Park Drive, Cincinnati, OH 45226 for the Landslide Stabilization Project for Lower Springboro, Olive Branch and Oregonia Roads; as attached hereto and made a part hereof.

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

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

Resolution adopted this 18th day of February 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—Terracon Consulting, Inc.
Engineer (file)



February 5, 2020

Board of County Commissioners
Warren County
406 Justice Drive
Lebanon, Ohio 45036

Dear Board of County Commissioners:

We have received Statements of Qualifications per the ORC for our Lower Springboro Road, Olive Branch Road, and Oregonia Road Landslide Stabilization Project. We have ranked the consultants as follows:

1. Terracon Consultants, Inc.
2. Geotechnology, Inc.
3. ATC Group Services LLC

Thus, we negotiated with Terracon Consultants, Inc. and have reached an acceptable contract price for the professional services.

Should you have any questions or require additional information concerning this project, feel free to call.

Sincerely,

NEIL F. TUNISON, P.E., P.S.
WARREN COUNTY ENGINEER

Roy G. Henson, P.E., P.S.
Bridge Engineer

WARREN COUNTY ENGINEER'S OFFICE

ADMINISTRATION and ENGINEERING
210 W Main St. Lebanon, OH 45036
Telephone (513) 695-3301 Fax (513) 695-7714

HIGHWAY MAINTENANCE, PERMITS, and INSPECTION
105 Markey Rd. Lebanon, OH 45036
Telephone (513) 695-3336 Fax (513) 695-3323

**CONSULTING SERVICES CONTRACT FOR
LOWER SPRINGBORO ROAD, OLIVE BRANCH ROAD, AND
OREGONIA ROAD LANDSLIDE STABILIZATION PROJECT
GEOTECHNICAL ENGINEERING SERVICES**

THIS IS AN AGREEMENT, made as of the date stated below, between the Warren County Board of Commissioners, 406 Justice Drive, Lebanon, Ohio 45036 hereinafter referred to as the "OWNER," on behalf of the Warren County Engineer, hereinafter referred to as the "COUNTY ENGINEER" and Terracon Consultants, Inc., 611 Lunken Park Drive, Cincinnati, OH 45226, a Corporation organized, duly licensed and existing under the laws of the State of Ohio, hereinafter referred to as the "ENGINEER."

COUNTY ENGINEER intends to stabilize landslides on Lower Springboro Road (west of the Cincinnati-Columbus Road intersection in Wayne Township), Olive Branch Road (east of the Corwin Road intersection in Washington Township), and Oregonia Road (east of the Corwin Road intersection in Washington Township) hereinafter referred to as the PROJECT. In order to proceed with the PROJECT, Geotechnical Engineering Services must be completed, which are part of services to be provided by ENGINEER.

OWNER and ENGINEER in consideration of their mutual covenants herein agree in respect of the performance of professional Geotechnical Engineering Services by ENGINEER and the payment for those services by OWNER as set forth below.

ENGINEER shall provide professional Geotechnical Engineering Services for COUNTY ENGINEER in all phases of the Project to which this Agreement applies, serve as COUNTY ENGINEER'S professional Geotechnical Engineering representative for the Project as set forth below and shall give professional Geotechnical Engineering consultation and advice to COUNTY ENGINEER during the performance of services hereunder.

SECTION 1 - BASIC SERVICES OF ENGINEER

- 1.1 ENGINEER shall perform professional services as hereinafter stated, which include customary civil and geotechnical engineering services incidental thereto.
- 1.2 ENGINEER shall perform tasks for the PROJECT in accordance with the scope of services attached and made a part of this contract and identified as Exhibit 1, hereinafter referred to as "Basic Services".
- 1.3 ENGINEER shall furnish to the COUNTY ENGINEER one copy of all electronic files regarding the PROJECT on a compact disk.

SECTION 2 - ADDITIONAL SERVICES OF CONSULTANT

- 2.1 If authorized in writing by OWNER and COUNTY ENGINEER, ENGINEER shall furnish or obtain from others Additional Services of the following types, which are not considered normal or customary Basic Services. Such services will be set forth in an Exhibit, which is to be identified, attached to and made a part of this Agreement before such services begin.

SECTION 3 - COUNTY ENGINEER'S RESPONSIBILITIES

COUNTY ENGINEER shall:

- 3.1 Provide all criteria and full information as to COUNTY ENGINEER'S requirements for the Project.
- 3.2 Assist ENGINEER by placing at his disposal all available information pertinent to the Project.
- 3.3 Furnish ENGINEER, as required for performance of ENGINEER'S Basic Services, data prepared by or services of others, including without limitation laboratory tests and inspections of samples, materials and equipment; appropriate professional interpretations of all of the foregoing; property, boundary, easement, right-of-way, topographic and utility surveys; property descriptions; zoning, deed and other land use restrictions, all of which ENGINEER may rely upon in performing his/her services.
- 3.4 Arrange for access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform his/her services.
- 3.5 Give prompt written notice to ENGINEER whenever COUNTY ENGINEER observes or otherwise becomes aware of any development that affects the scope or timing of ENGINEER'S services, or any defect in the work of the ENGINEER.
- 3.6 Furnish, or direct ENGINEER to provide, upon approval of OWNER, necessary Additional Services as stipulated in Section 2 of this Agreement or other services as required.
- 3.7 Bear all costs incidental to compliance with the requirements of this Section 3.

SECTION 4 - PERIOD OF SERVICE

- 4.1 The provisions of this Section 4 and the various rates of compensation for ENGINEER'S services provided for elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project. ENGINEER'S obligation to render services hereunder will extend for the period of time that may reasonably be required for the Geotechnical Engineering Services of the PROJECT, including extra work and required extensions thereto.

SECTION 5 - PAYMENTS TO ENGINEER

5.1 Methods of Payment for Services and Expenses of ENGINEER

- 5.1.1 For Basic Services. OWNER shall pay ENGINEER for Basic Services rendered under Section 1 as follows:
 - 5.1.1.1 The ENGINEER agrees to provide the Basic Services set forth in Section 1 hereof to the COUNTY ENGINEER for the PROJECT, for a **lump sum fee of \$21,250.00**.
 - 5.1.1.2 For Additional Services, OWNER shall pay ENGINEER for Additional Services rendered under Section 2 as set forth in an Exhibit, attached to and made a part of this Agreement before such services begin.

5.2 Times of Payments

5.2.1 ENGINEER shall submit monthly progress reports for Basic and Additional Services rendered. The progress reports will be based upon ENGINEER'S estimate of the proportion of the total services actually completed at the time of billing. No payment will be processed without a monthly progress report. OWNER shall make prompt monthly payments in response to ENGINEER'S monthly statements.

5.3 Other Provisions Concerning Payments

5.3.1 If OWNER fails to make any payment due ENGINEER for services and expenses within sixty (60) days after receipt of ENGINEER'S statement therefore, the amounts due ENGINEER shall include a charge at the rate of one percent (1%) per month from said 60th day, and in addition, ENGINEER may, after giving seven days written notice to OWNER, suspend services under this Agreement until he has been paid in full all amounts due for services and expenses.

5.3.2 Records of ENGINEER'S Salary Costs pertinent to ENGINEER'S compensation under this Agreement will be kept in accordance with generally accepted accounting practices. Copies will be made available to OWNER and COUNTY ENGINEER upon request prior to final payment for ENGINEER'S services.

5.4 Definitions

5.4.1 The Payroll Costs used as a basis for payment mean salaries and wages (basic and incentive) paid to all personnel engaged directly on the PROJECT, including, but not limited to the following; engineers, architects, surveyors, designers, draftsmen, specification writers, estimators, all other technical personnel, stenographers, typists and clerks; plus the cost of unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, sick leave, vacation and holiday pay applicable thereto.

SECTION 6 - GENERAL CONSIDERATIONS

6.1 Termination

The obligation to provide services under this Agreement may be terminated by either party upon thirty (30) days' written notice by certified mail, return receipt requested, in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. If this agreement is terminated, ENGINEER shall be paid for services performed to the termination date.

6.2 Reuse of Documents

All documents including reports and maps prepared by Engineer pursuant to this Agreement are instruments of service as part of the PROJECT. They are not intended or represented to be suitable for reuse by COUNTY ENGINEER or others on extensions of the PROJECT or any other project. Any reuse without written verification or adaptation by ENGINEER for the specific purpose intended will be at OWNER or COUNTY ENGINEER'S risk and without liability or legal exposure to ENGINEER. Any verification or adaptation requested by OWNER or COUNTY ENGINEER to be performed by ENGINEER will entitle ENGINEER to further compensation at rates to be agreed upon by OWNER, COUNTY ENGINEER and ENGINEER.

6.3 Controlling Law and Venue

This Agreement is to be governed by the law of the State of Ohio. The venue for any disputes hereunder shall be Warren County, Ohio.

6.4 Successors and Assigns

6.4.1 OWNER, COUNTY ENGINEER and ENGINEER each bind himself and his partners, successors, executors, administrators, assigns and legal representatives to the other party to this Agreement and to the partners, successors, executors, administrators, assigns and legal representatives of such other party in respect to all covenants, agreements and obligations of this Agreement.

6.4.2 Neither OWNER nor ENGINEER nor COUNTY ENGINEER shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except as stated in paragraph 6.4.1 and except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent ENGINEER from employing such independent consultants, associates and subcontractors as he may deem appropriate to assist him in the performance of services hereunder.

6.4.3 Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than OWNER, COUNTY ENGINEER and ENGINEER.

6.5 Modification or Amendment

No modification or amendment of any provisions of this Contract shall be effective unless made by a written instrument, duly executed by the party to be bound thereby, which refers specifically to this Contract and states that an amendment or modification is being made in the respects as set forth in such amendment.

6.6 Construction

Should any portion of this Contract be deemed unenforceable by any administrative or judicial officer or tribunal of competent jurisdiction, the balance of this Contract shall remain in full force and effect unless revised or terminated pursuant to any other section of this Contract.

6.7 Waiver

No waiver by either party of any breach of any provision of this Contract shall be deemed to be a further or continuing waiver of any breach of any other provision of this Contract. The failure of either party at any time or times to require performance of any provision of this Contract shall in no manner affect such party's right to enforce the same at a later time.

6.8 Relationship of Parties

The parties shall be independent contractors to each other in connection with the performance of their respective obligations under this Contract.

6.9 Parties

Whenever the terms "OWNER", "COUNTY ENGINEER" AND "ENGINEER" are used herein, these terms shall include without exception the employees, agents, successors, assigns and/or authorized representatives of OWNER, COUNTY ENGINEER and ENGINEER.

6.10 Headings

Paragraph headings in this Contract are for the purposes of convenience and identification and shall not be used to interpret or construe this Contract.

6.11 Notices

All notices required to be given herein shall be in writing and shall be sent certified mail return receipt to the following respective addresses:

TO: Warren County Commissioners Attn: Tiffany Zindel, County Administrator 406 Justice Drive Lebanon, Ohio 45036 Ph. 513-695-1250	Warren County Engineer's Office Attn: Neil F. Tunison, County Engineer 210 W Main Street Lebanon, Ohio 45036 Ph. 513-695-3310
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Terracon Consultants, Inc.
Attn: David Westendorf, Senior Associate
611 Lunken Park Drive
Cincinnati, OH 45226
Ph. 513-321-5816

6.12 Insurance

ENGINEER shall carry comprehensive general or professional liability insurance with coverage limits of \$1,000,000 Per Occurrence, and \$2,000,000 Aggregate, with no interruption of coverage during the entire term of this Contract. ENGINEER further agrees that in the event that its comprehensive general or professional liability policy is maintained on a "claims made" basis, and in the event that this contract is terminated, ENGINEER 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 Contract. ENGINEER shall provide COUNTY ENGINEER with a certificate of insurance evidencing such coverage, which further requires and provides for thirty (30) days written notice of cancellation or non-renewal to COUNTY ENGINEER. Cancellation or non-renewal of insurance shall be grounds to terminate this Contract.

ENGINEER shall carry statutory worker's compensation insurance and statutory employer's liability insurance as required by law and shall provide COUNTY ENGINEER with certificates of insurance evidencing such coverage simultaneous with the execution of this Contract.

SECTION 7 - SPECIAL PROVISIONS, EXHIBITS and SCHEDULES

The following Exhibits are attached to and made a part of this Agreement:

Exhibit 1

SECTION 8 – ENTIRE AGREEMENT

This Agreement (consisting of pages 1 to 7, inclusive), together with the Exhibit and schedules identified above constitute the entire agreement between OWNER and ENGINEER and supersede all prior written or oral understandings. This Agreement and said Exhibit and schedules may only be amended, supplemented, modified or canceled by a duly executed written instrument, signed by all parties.

SECTION 9 – INDEMNIFICATION


ENGINEER will defend, indemnify, protect, and save OWNER and COUNTY ENGINEER from any and all kinds of loss, claims, expenses, causes of action, costs, damages, and other obligations, financial or otherwise, arising from (a) negligent, reckless, or willful and wanton acts, errors or omissions by ENGINEER, its agents, employees, licensees, contractors, or subcontractors pursuant to the performance of services under this agreement; (b) the failure of ENGINEER, its agents, employees, licensees, contractors, or subcontractors, to observe the applicable standard of care in providing services pursuant to this Contract; and (c) the intentional misconduct of ENGINEER, its agents, employees, licensees, contractor or subcontractors that result in injury to persons or damage to property.

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SECTION 10 – EXECUTION

ENGINEER :

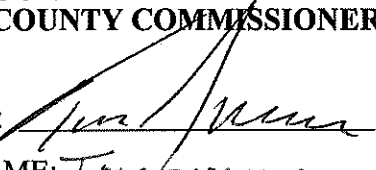
IN EXECUTION WHEREOF, Terracon Consultants, Inc., an Ohio corporation for profit, has caused this Agreement to be executed on the date stated below by Craig Davis, whose title is Department Manager, pursuant to a corporate Resolution authorizing such act.

SIGNATURE: 
PRINTED NAME: Craig M. Davis, PE
TITLE: Geotechnical Department Manager
DATE: 1/24/2020

OWNER:

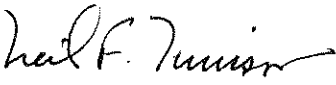
IN EXECUTION WHEREOF, upon written recommendation of the Warren County Engineer, the Warren County Board of County Commissioners has caused this Agreement to be executed on the date stated below by Tom Grossmann, its Vice President, pursuant to Resolution No. 20-0240 dated 2/18/2020.

**WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS**

SIGNATURE: 
PRINTED NAME: Tom Grossmann
TITLE: Vice President
DATE: 2/18/2020

RECOMMENDED BY:

**NEIL F. TUNISON, P.E., P.S.
WARREN COUNTY ENGINEER**

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

APPROVED AS TO FORM:

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

By: 
Assistant Prosecuting Attorney

AFFIDAVIT OF NON COLLUSION

STATE OF Ohio
COUNTY OF Warren

I, David Westendorf, holding the title and position of Senior Associate at the firm Tamcon Consultants, affirm that I am authorized to speak on behalf of the company, board directors and owners in setting the price on the contract, bid or proposal. I understand that any misstatements in the following information will be treated as fraudulent concealment of true facts on the submission of the contract, bid or proposal.

I hereby swear and depose that the following statements are true and factual to the best of my knowledge:

The contract, bid or proposal is genuine and not made on the behalf of any other person, company or client, INCLUDING ANY MEMBER OF THE WARREN COUNTY BOARD OF COMMISSIONERS.

The price of the contract, bid or proposal was determined independent of outside consultation and was not influenced by other companies, clients or contractors, INCLUDING ANY MEMBER OF THE WARREN COUNTY BOARD OF COMMISSIONERS.

No companies, clients or contractors, INCLUDING ANY MEMBER OF THE WARREN COUNTY BOARD OF COMMISSIONERS have been solicited to propose a fake contract, bid or proposal for comparative purposes.

No companies, clients or contractors, INCLUDING ANY MEMBER OF THE WARREN COUNTY BOARD OF COMMISSIONERS have been solicited to refrain from bidding or to submit any form of noncompetitive bidding.

Relative to sealed bids, the price of the bid or proposal has not been disclosed to any client, company or contractor, INCLUDING ANY MEMBER OF THE WARREN COUNTY BOARD OF COMMISSIONERS, and will not be disclosed until the formal bid/proposal opening date.

[Signature]
AFFIANT

Subscribed and sworn to before me this 27th day of Jan 20 20

[Signature]
(Notary Public),

Hamilton County.

My commission expires Nov 3rd 20 22



ANNE HIRSCHAUER
Notary Public, State of Ohio
My Commission Expires
November 3, 2022

EXHIBIT 1



January 7, 2020

Warren County Engineer
210 W Main Street
Lebanon, Ohio 45036

Attn: Mr. Roy Henson, P.E., P.S.
P: (513) 695 3310
E: Roy.Henson@co.warren.oh.us

Re: Proposal for Geotechnical Engineering Services
Warren County Landslide Exploration
Warren County, Ohio
Terracon Proposal No. PN1195431

Dear Mr. Henson:


We appreciate the opportunity to submit this proposal to the Warren County Engineer to provide geotechnical engineering services for the above referenced projects. The purpose of this scope of work will be to perform geotechnical exploration and engineering at each specified location. This proposal further outlines our understanding of the project and scope of services and provides a lump sum fee for our services. The following are exhibits to the attached Agreement for Services.

Exhibit A	Project Understanding
Exhibit B	Scope of Services
Exhibit C	Compensation and Authorization

Our base fee to perform the scope of services described in this proposal is \$21,250 for all four sites performed during one mobilization. See Exhibit C for more details of our fees and consideration of additional services. We appreciate the opportunity to provide this proposal and look forward to the opportunity of working with you.


Sincerely,

Terracon Consultants, Inc.



Tyler J. Means, P.E.

Geotechnical Engineer



Jeffrey D. Dunlap, P.E.
Senior Engineer



David W. Westendorf, P.E.

Senior Associate

EXHIBIT A - PROJECT UNDERSTANDING

Our scope of services is based on our understanding of the project as described by Warren County, and the expected subsurface conditions as described below. Aspects of the project, undefined or assumed, are highlighted as shown below. We request the design team verify this information prior to our initiation of field exploration activities.

Site Location and Anticipated Conditions

Item	Description
Parcel Information	The project is located at Various Sites in Warren County, Ohio. The sites include Olive Branch Road, East Lower Springboro Road, and 2 sites along Oregonia Road.
Approximate Length of Roadway Affected by Landslide	Olive Branch Road: 125 feet East Lower Springboro Road: 50-100 feet Oregonia Road Site 1: 150 feet Oregonia Road Site 2: 100 feet
Approximate Site Coordinates of Landslide Locations	Olive Branch Road: 39.45038°, -84.092782° East Lower Springboro Road: 39.518902°, -84.100549° Oregonia Road Site 1: 39.458181°, -84.095197° Oregonia Road Site 2: 39.458319°, -84.094311°
Existing Improvements	Existing roadway.
Current Ground Cover	Asphalt/gravel/dirt pavement, brush/trees
Existing Topography (from Google Earth Pro)	Olive Branch Road: Ground surface elevations range from about 750 feet to about 780 feet along the roadway and slope downward to the north to about 735 feet to 760 feet. East Lower Springboro Road: Ground surface elevations range from about 740 feet to about 760 feet along the roadway and slope downward to the east to about 740 feet to 810 feet. Oregonia Road Site 1: Ground surface elevations range from about 815 feet to about 830 feet along the roadway and slope downward to the north. Oregonia Road Site 2: Ground surface elevations range from about 875 feet to about 850 feet along the roadway and slope downward to the north.
Site Access	We expect the site, and all exploration locations, are accessible with our track-mounted drilling equipment.
Expected Subsurface Conditions	Existing fill placed during roadway construction, natural overburden soils (colluvium/residuum), and shale/limestone bedrock.

Planned Construction

Item	Description
<p>Information Provided</p>	<p>Site visits with Mr. Roy Henson on 12/3/2019 and 12/12/2019</p> <p>The following reports and plans were provided by Mr. Roy Henson:</p> <ul style="list-style-type: none"> ■ Subsurface Investigation and Stabilization Plans for Slide Repair in Lower Springboro Road near Cincinnati-Columbus Road (by TesTech, dated July 22, 1997) ■ CR22, Lower Springboro Rd. and CR45, Middleboro Rd. Landslides (by Soil Nail Launcher Inc., dated January 19, 2006) ■ Lower Springboro Road Water Improvement Project, PH II (by Jones Warner Consultants, Inc, dated November 11, 2019) ■ Subsurface Investigation and Recommendations for Olive Branch Road Slide Repair Near Corwin Road (by TesTech, dated April 22, 1996) ■ Roadway Stabilization Plan on Olive Branch Road near Corwin Road (by CESO, dated April 18, 1997) ■ Report of Geotechnical Investigation Oregonia Road Landslide (by ATEC Associates, Inc, dated May 26, 1994)
<p>Project Description</p>	<p>This study will investigate the subsurface conditions and provide recommendations for remediation to restore the edge of the roadway at each of the locations listed in this proposal.</p>
<p>Estimated Start of Construction</p>	<p>2020/2021</p>

EXHIBIT B - SCOPE OF SERVICES

Our proposed scope of services consists of field exploration, laboratory testing, and engineering/project delivery. These services are described in the following sections.

Field Exploration

The field exploration program consists of the following:

Number of Borings	Planned Boring Depth (feet) ¹	Planned Location
2	Borings will extend at least 5 feet into competent shale/limestone bedrock	Edge of Roadway (Olive Branch Road)
1	Boring will extend at least 5 feet into competent shale/limestone bedrock	Edge of Roadway (East Lower Springboro Road)
2	Borings will extend at least 5 feet into competent shale/limestone bedrock	Edge of Roadway (Oregonia Road Site 1)
2	Borings will extend at least 5 feet into competent shale/limestone bedrock	Edge of Roadway (Oregonia Road Site 2)

1. Below ground surface

Boring Layout and Elevations: We will use handheld GPS equipment to locate borings with an estimated horizontal and vertical accuracy of +/-1 feet. Field measurements from existing site features may also be utilized also.

Subsurface Exploration Procedures: We will advance soil borings with a track-mounted drill rig using hollow stem augers. Four samples will be obtained in the upper 10 feet of each boring and at intervals of 5 feet thereafter. Soil sampling is typically performed using thin-wall tube and/or split-barrel sampling procedures. In the thin-walled tube sampling procedure, a thin-walled, seamless steel tube with a sharp cutting edge is pushed hydraulically into the soil to obtain a relatively undisturbed sample. In the split barrel sampling procedure, a standard 2-inch outer diameter split barrel sampling spoon is driven into the ground by a 140-pound automatic hammer falling a distance of 30 inches. The number of blows required to advance the sampling spoon the last 12 inches of a normal 18-inch penetration is recorded as the Standard Penetration Test (SPT) resistance value. The SPT resistance values, also referred to as N-values, will be indicated on the boring logs at the test depths. The samples will be placed in appropriate containers, taken to our soil laboratory for testing, and classified by a geotechnical engineer. In addition, we will observe and record groundwater levels during drilling and sampling.

Upon encountering bedrock or refusal-to-drilling conditions, rock coring (using NQ/NX rock core barrel) will be performed at the borings. A minimum of 5 feet of rock coring will be performed at each boring. Water will be used as a drilling fluid for rock coring and the spent water will be discharged on site. Our budget considers water will be brought to the site by the drill crew.

Our exploration team will prepare field boring logs as part of standard drilling operations including sampling depths, penetration distances, and other relevant sampling information. Field logs will include visual classifications of materials encountered during drilling, and our interpretation of subsurface conditions between samples. Final boring logs, prepared from field logs, will represent the geotechnical engineer's interpretation, and will include modifications based on observations and laboratory tests.

Property Disturbance: We will backfill borings with auger cuttings after completion. Pavements will be patched with cold-mix asphalt and/or dry-mix concrete, as appropriate. Our services do not include repair of the site beyond backfilling our boreholes, and cold patching existing pavements. Excess auger cuttings are dispersed in the general vicinity of the borehole. Because backfill material often settles below the surface after a period, we recommend boreholes are checked periodically and backfilled, if necessary. We can provide this service, or grout the boreholes for additional fees, at your request.

Laboratory Testing

The project engineer reviews field data and assigns various laboratory tests to better understand the engineering properties of various soil and rock strata. Exact types and number of tests cannot be defined until completion of field work. Procedural standards noted below are for reference to methodology in general. In some cases, local practices and professional judgement require method variations. Standards noted below include reference to other related standards. Such references are not necessarily applicable to describe the specific test performed.

- ASTM D2216 Standard Test Methods for Laboratory Determination of Water (Moisture) Content of Soil and Rock by Mass
- ASTM D4318 Standard Test Methods for Liquid Limit, Plastic Limit, and Plasticity Index of Soils
- ASTM D422 Standard Test Method for Particle-Size Analysis of Soils
- ASTM D2166/D2166M Standard Test Method for Unconfined Compressive Strength of Cohesive Soil

Our laboratory testing program includes examination of soil samples by an engineer. Based on the material's texture and plasticity, we describe and classify soil samples in accordance with the Unified Soil Classification System (USCS).

For the collected bedrock samples, rock classification will be conducted using locally accepted practices for engineering purposes. Rock core samples typically provide an improved specimen for this classification. Boring log rock classification will be determined using the Description of Rock Properties that will be included in our report.

Safety

Terracon is currently not aware of environmental concerns at this project site that would create health or safety hazards associated with our exploration program; thus, our scope considers standard OSHA Level D Personal Protection Equipment (PPE) appropriate. Our scope of services does not include environmental site assessment services, but identification of unusual or unnatural materials encountered while drilling will be noted on our logs and discussed in our report.

Exploration efforts require borings (and possibly excavations) into the subsurface, therefore Terracon complies with local regulations to request a utility location service through OUPS. We consult with the owner/client regarding potential utilities, or other unmarked underground hazards. Based upon the results of this consultation, we consider the need for alternative subsurface exploration methods, as the safety of our field crew is a priority.

Private utilities should be marked by the owner/client prior to commencement of field exploration. Terracon will not be responsible for damage to private utilities that are not made aware to us. If the owner/client is not able to accurately locate private utilities, Terracon can assist the owner/client by coordinating or subcontracting with a private utility locating services. Fees associated with the additional services are not included in our current scope of services. The detection of underground utilities is dependent upon the composition and construction of the utility line; some utilities are comprised of non-electrically conductive materials and may not be readily detected. The use of a private utility locate service would not relieve the owner of their responsibilities in identifying private underground utilities.

Site Access: Terracon must be granted access to the site by the property owner. By acceptance of this proposal, without information to the contrary, we consider this as authorization to access the property for conducting field exploration in accordance with the scope of services. Traffic control has not been included in the scope of our services, and we have assumed that Warren County will provided traffic control personnel or close the road for drilling activities. Field activities are anticipated to take 1 to 2 days at each location.

Engineering and Project Delivery

Results of our field and laboratory programs will be evaluated by a professional engineer. Engineering analysis and a report of our recommended remediation will be prepared based on the findings of the field exploration and laboratory testing for each site.

The geotechnical engineering report will include the following for each site location:

- Boring logs with field and laboratory data
- Stratification based on visual soil and rock classification
- Groundwater levels observed during and immediately after the completion of drilling
- Site Location and Exploration Plans
- Subsurface exploration procedures
- Recommendations for remediation of the edge of roadway
- Lateral earth pressure recommendations
- Engineering parameters for use in L-Pile analyses

EXHIBIT C - COMPENSATION

Compensation

Based upon our understanding of the site, the project as summarized in Exhibit A, and our planned scope of services outlined in Exhibit B, our base fee is shown in the following table for each site:

Task	Lump Sum Fee
Subsurface Exploration, Laboratory Testing, Geotechnical Engineering Report (Olive Branch Road)	\$5,500
Subsurface Exploration, Laboratory Testing, Geotechnical Engineering Report (East Lower Springboro Road)	\$4,750
Subsurface Exploration, Laboratory Testing, Geotechnical Engineering Report (Oregonia Road Site 1)	\$5,500
Subsurface Exploration, Laboratory Testing, Geotechnical Engineering Report (Oregonia Road Site 2)	\$5,500
Total	\$21,250

Our lump sum fees assume all four sites can be drilled at the same time. Otherwise, additional mobilization fees will be required.

Our scope of services does not include services associated with site clearing, wet ground conditions, tree or shrub clearing, or repair of/damage to existing landscape. If such services are desired by the owner/client, we should be notified so we can adjust our scope of services.

Our work will be performed under the provisions of the attached Agreement For Services. Your authorization for Terracon to proceed in accordance with this proposal can be issued by signing the attached Agreement For Services along with this proposal and returning an original copy of these documents to our Cincinnati, Ohio office. A fax or email of the signed Agreement For Services can also be submitted to expedite the commencement of services, but we request that a signed original follow.

Unless instructed otherwise, we will submit our invoice(s) to the address shown at the beginning of this proposal. If conditions are encountered that require scope of services revisions and/or result in higher fees, we will contact you for approval, prior to initiating services. A supplemental proposal stating the modified scope of services as well as its effect on our fee will be prepared. We will not proceed without your authorization, as evidenced by your signature on the Supplemental Agreement for Services form.

Project Schedule

We have developed a schedule to complete the scope of services based upon our existing availability and understanding of your project schedule. However, this does not account for delays in field exploration beyond our control, such as weather conditions, permit delays, or lack of permission to access the boring locations. We anticipate that field exploration will be completed 20-25 days after notice to proceed and the geotechnical engineering reports will be provided approximately 5-6 weeks after completion of the field exploration, which allows time to complete laboratory testing of selected soil and bedrock samples, engineering analyses and report preparation.

Resolution

Number 20-0241

Adopted Date February 18, 2020

ENTER INTO A TEMPORARY ENTRANCE AND WORK AGREEMENT WITH ERIN AND DONALD CARSON FOR THE MORROW WOODVILLE ROAD BRIDGE REPLACEMENT PROJECT

WHEREAS, in order to improve Morrow Woodville Road a bridge replacement project is to be constructed and it is necessary to enter onto the property, parcel #18-07-200-016 located at 10378 Morrow Woodville Road, Blanchester, OH 45107 which is owned by Erin and Donald Carson, husband and wife, grantors; 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;

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

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

NOW THEREFORE BE IT RESOLVED, to enter into a Temporary Entrance and Work Agreement with Erin and Donald Carson, for the Morrow Woodville 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. Grossmann. Upon call of the roll, the following vote resulted:

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

Resolution adopted this 18th day of February 2020.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: c/a—Carson, Erin & Donald
Engineer (file)

TEMPORARY ENTRANCE AND WORK AGREEMENT

ARTICLES OF AGREEMENT

This agreement is entered into on the date stated below by Erin Carson and Donald Carson, husband and wife, whose tax mailing address is 10378 Morrow Woodville Road, Blanchester, Ohio 45107 (hereinafter the "Grantors"), and the Warren County Board of County Commissioners, whose mailing address is 406 Justice Drive, Lebanon, Ohio 45036 (hereinafter the "Grantee").

Witnesseth:

In order to improve the public safety and better serve the needs of the traveling public a bridge replacement project on Morrow Woodville Road 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 on Morrow Woodville Road, Blanchester, Ohio 45107, identified as Parcel #18-07-200-016. Grantee requests permission from Grantors to enter onto the said real estate for the purpose of completing the following items of work:

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

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

Now, therefore, in consideration of One Dollar (\$1.00), the receipt and sufficiency of which are hereby stipulated, 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 Morrow Woodville Road Bridge #24-1.24 Replacement Project or until December 31, 2020, whichever comes first.

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IN EXECUTION WHEREOF, Erin Carson and Donald Carson, husband and wife, the Grantors herein, have hereunto set their hands on the date stated below.

Grantors:

Signature: *Erin Carson*

Printed Name: Erin Carson

Date: 2-7-2020

Signature: *Donald Carson*

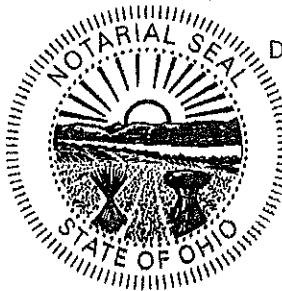
Printed Name: Donald Carson

Date: 2-7-2020

STATE OF OHIO, COUNTY OF WARREN, ss.

BE IT REMEMBERED, that on this 07 day of FEBRUARY, 2020, before me, the subscriber, a Notary Public in and for said state, personally came an individual or individuals known or proven to me to be Erin Carson and Donald Carson, being the **Grantors** in the foregoing Agreement, and acknowledged the signing thereof to be their voluntary act and deed.

IN TESTIMONY THEREOF, I have hereunto subscribed my name and affixed my seal on this day and year aforesaid.



DOMINIC M. BRIGANO
NOTARY PUBLIC
STATE OF OHIO
Comm. Expires
02/06/2022
Recorded in
Warren County

Dominic M. Brigano
Notary Public
My commission expires: 02/06/2022

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IN EXECUTION WHEREOF, the Warren County Board of County Commissioners, the Grantee herein, have caused this agreement to be executed by Tom Grossmann, its Vice President on the date stated below, pursuant to Resolution Number 20-0281 dated 2/18/2020

Grantee:

Signature: [Signature]

Printed Name: Tom Grossmann


Title: Vice President

Date: 2/18/2020

STATE OF OHIO, WARREN COUNTY, ss.

BE IT REMEMBERED, that on this 18 day of February, 2020 before me, the subscriber, a Notary Public in and for said state, personally came a certain individual known or proven to me to be Tom Grossmann Vice Pres. of the Warren County Board of County Commissioners, being the **Grantee** in the foregoing Agreement, and acknowledged the signing thereof to be his voluntary act and deed, and pursuant to the Resolution authorization him to act.

IN TESTIMONY THEREOF, I have hereunto subscribed my name and affixed my seal on this day and year aforesaid.


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

[Signature]
Notary Public
My commission expires: 2/18/22
12/26/2022

DAVID P. FORNSHELL,
PROSECUTING ATTORNEY
WARREN COUNTY, OHIO

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

Resolution

Number 20-0242

Adopted Date February 18, 2020

ENTER INTO A TEMPORARY ENTRANCE AND WORK AGREEMENT WITH KENNETH A. MITCHELL FOR THE SHAKER ROAD BRIDGE REPLACEMENT PROJECT

WHEREAS, in order to improve Shaker Road a bridge replacement project is to be constructed. and it is necessary to enter onto the property, parcel #08-35-400-018 located at 4966 Shaker Road, Franklin, OH 45005 which is owned by Kenneth A. Mitchell, an unmarried man, 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;

1. Remove trees, trim tree limbs, and/or brush as necessary for construction of the bridge.
2. Install precast concrete box culvert with wing walls.
3. Place rock channel protection.
4. Grade the channel for proper stream flow.
5. When weather permits, seed and straw any disturbed area.

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

NOW THEREFORE BE IT RESOLVED, to enter into a Temporary Entrance and Work Agreement with Kenneth A. Mitchell, for the Shaker 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. Grossmann. Upon call of the roll, the following vote resulted:

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

Resolution adopted this 18th day of February 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

Cc: c/a—Mitchell, Kenneth A.
Engineer (file)

TEMPORARY ENTRANCE AND WORK AGREEMENT

ARTICLES OF AGREEMENT

This agreement is entered into on the date stated below by Kenneth A. Mitchell, unmarried, whose tax mailing address is 5066 Shaker Road, Franklin, Ohio 45005 (hereinafter the "Grantor"), and the Warren County Board of County Commissioners, whose mailing address is 406 Justice Drive, Lebanon, Ohio 45036 (hereinafter the "Grantee").

Witnesseth:

In order to improve the public safety of Shaker Road a bridge replacement project is to be constructed. In order to replace the bridge it is necessary to enter onto property owned by the Grantor. The subject real estate is located at 4966 Shaker Road, Franklin, Ohio 45005, identified as Parcel #08-35-400-018. Grantee requests permission from Grantor to enter onto the said real estate for the purpose of completing the following items of work:

1. Remove trees, trim tree limbs, and/or brush as necessary for construction of the bridge.
2. Install precast concrete box culvert with wing walls.
3. Place rock channel protection.
4. Grade the channel for proper stream flow.
5. When weather permits, seed and straw any disturbed area.

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

Now, therefore, in consideration of One Dollar (\$1.00), the receipt and sufficiency of which are hereby stipulated, Grantor 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 Shaker Road Bridge Replacement Project or until December 31, 2020, whichever comes first.

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IN EXECUTION WHEREOF, Kenneth A. Mitchell, the Grantor herein, have hereunto set his hands on the date stated below.

Grantor:

Signature: Kenneth A. Mitchell

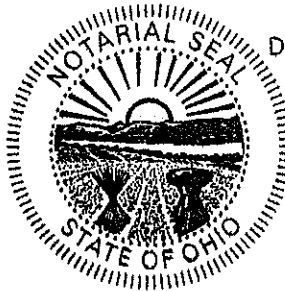
Printed Name: Kenneth A. Mitchell

Date: 2.5.20

STATE OF OHIO, COUNTY OF WARREN, ss.

BE IT REMEMBERED, that on this 05 day of FEBRUARY, 2020, before me, the subscriber, a Notary Public in and for said state, personally came an individual known or proven to me to be Kenneth A. Mitchell, being the **Grantor** in the foregoing Agreement, and acknowledged the signing thereof to be his voluntary act and deed.

IN TESTIMONY THEREOF, I have hereunto subscribed my name and affixed my seal on this day and year aforesaid.



DOMINIC M. BRIGANO
NOTARY PUBLIC
STATE OF OHIO
Comm. Expires
02/06/2022
Recorded in
Warren County

Notary Public: Dominic M. Brigano
My commission expires: 02/06/2022

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IN EXECUTION WHEREOF, the Warren County Board of County Commissioners, the Grantee herein, have caused this agreement to be executed by Tom Grossmann, its Vice President on the date stated below, pursuant to Resolution Number 22-0242, dated 2/18/2020

Grantee:

Signature: [Signature]

Printed Name: Tom Grossmann

Title: Vice President

Date: 2/18/2020

STATE OF OHIO, WARREN COUNTY, ss.

BE IT REMEMBERED, that on this 18 day of February, 2020 before me, the subscriber, a Notary Public in and for said state, personally came a certain individual known or proven to me to be Tom Grossmann, Vice President of the Warren County Board of County Commissioners, being the **Grantee** in the foregoing Agreement, and acknowledged the signing thereof to be his voluntary act and deed, and pursuant to the Resolution authorization him to act.

IN TESTIMONY THEREOF, I have hereunto subscribed my name and affixed my seal on this day and year aforesaid.



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

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

DAVID P. FORNSHELL,
PROSECUTING ATTORNEY
WARREN COUNTY, OHIO

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

Resolution

Number 20-0243

Adopted Date February 18, 2020

ENTER INTO AN EXCLUSIVE AND PERMANENT DRAINAGE EASEMENT WITH KENNETH A. MITCHELL FOR THE SHAKER ROAD BRIDGE REPLACEMENT PROJECT.

WHEREAS, in order to improve Shaker Road, 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 Kenneth A. Mitchell, an unmarried man; and

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

WHEREAS, the land for the exclusive and permanent drainage easement is as follows;

Exclusive and Permanent Drainage Easement – Exhibits A & B – 0.066 acres

WHEREAS, the negotiated price for the exclusive and permanent easement is \$1,315.00; and

NOW THEREFORE BE IT RESOLVED, to enter into an exclusive and permanent drainage easement agreement, copies of which are attached hereto and made a part hereof, with Kenneth A. Mitchell for the Shaker Road Bridge Replacement Project for the sum of \$1,315.00.

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

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

Resolution adopted this 18th day of February 2020.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: c/a—Mitchell Kenneth A.
Engineer (file)
Easement file
Recorder (certified)

**EASEMENT AGREEMENT IN THE NAME OF AND FOR THE USE OF
THE WARREN COUNTY BOARD OF COUNTY COMMISSIONERS
P.I.N. #08-35-400-018 (Pt.)**

ARTICLES OF AGREEMENT

This agreement is entered into the date stated below by Kenneth A. Mitchell, unmarried, whose tax mailing address is 5066 Shaker Road, Franklin, Ohio 45005 (hereinafter the “Grantor”), and the Warren County Board of County Commissioners, whose mailing address is 406 Justice Drive, Lebanon, Ohio 45036 (hereinafter the “Grantee”).

The Purpose of this Easement Agreement is to obtain the necessary exclusive and permanent drainage easement for the Shaker Road Bridge Replacement Project (Bridge No. 48-3.98), being a part of a public roadway open to the public without charge, the necessity of which has been determined by Grantee’s Resolution No. 20-0130, dated January 21, 2020

That the Grantor, for and in consideration of the sum of One Thousand Three Hundred Fifteen Dollars (\$1,315.00) and other considerations to them paid by the Grantee, the receipt and sufficiency of which are hereby stipulated, do hereby grant, bargain and sell, convey and release to the Grantee, its successors and assigns, an exclusive and permanent drainage easement for the purpose of constructing and maintaining the necessary project improvements, upon and over the lands hereafter described, Section 35, Town 3, Range 4, Franklin Township, Warren County, State of Ohio and further described as follows:

EXCLUSIVE & PERMANENT DRAINAGE EASEMENT LEGAL DESCRIPTION

**See Exhibit “A” for details.
See Exhibit “B” for drawing.**

The Exclusive and Permanent Drainage Easement granted herein shall bind and inure to the benefit of each party hereto and their respective heirs, successors and assigns and shall run with the land.

Grantor shall have the right to repurchase this property 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 decline to repurchase the property; (ii) the Grantor fail to repurchase the property within sixty (60) days after the Grantee offers the property 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 Grantors’ right of repurchase is not assignable, nor does it run with the land.

Grantor waives 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.

GRANTOR

IN EXECUTION WHEREOF, Kenneth A. Mitchell, unmarried, the Grantor herein, have hereunto set his hands on the date stated below.

Grantor:

SIGNATURE: *Kenneth A. Mitchell*

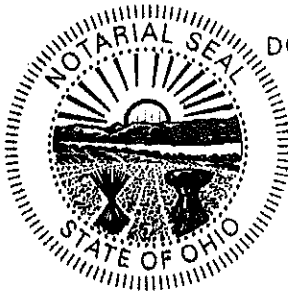
PRINTED NAME: Kenneth A. Mitchell

DATE: 2-5-20

STATE OF OHIO, COUNTY OF WARREN, ss.

BE IT REMEMBERED, on this 05 day of FEBRUARY, 2020, before me, the subscriber, a Notary Public in and for said state, personally came an individual known or proven to me to be Kenneth A. Mitchell, being the **Grantor** in the foregoing Agreement, and acknowledged the signing thereof to be his voluntary act and deed.

IN TESTIMONY THEREOF, I have hereunto subscribed my name and affixed my seal on this day and year aforesaid.



DOMINIC M. BRIGANO
NOTARY PUBLIC
STATE OF OHIO
Comm. Expires
02/06/2022
Recorded in
Warren County

Notary Public: *D. M. Brigano*
My commission expires: 02/06/2022

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GRANTEE

IN EXECUTION WHEREOF, the Warren County Board of County Commissioners, the Grantee herein, has caused this instrument to be executed by Tom Grossmann, its Vice President on the date stated below, pursuant to Resolution No. 20-0243, dated 2/18/2022

**WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS**

SIGNATURE: [Signature]

PRINTED NAME: Tom Grossmann

TITLE: Vice President

DATE: 2/18/2022

STATE OF OHIO, COUNTY OF WARREN, ss.

BE IT REMEMBERED, on this 18 day of February, 2020 before me, the subscriber, a Notary Public in and for said state, personally came an individual known or proven to me to be Tom Grossmann, Vice President of the Warren County Board of County Commissioners, being the **Grantee** in the foregoing Easement, and acknowledged the signing thereof to be his voluntary act and deed, and pursuant to the Resolution authorization to act.

IN TESTIMONY THEREOF, I have hereunto subscribed my name and affixed my seal on this day and year aforesaid.



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

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

DAVID P. FORNSHELL,
PROSECUTING ATTORNEY
WARREN COUNTY, OHIO

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

**Kenneth A. Mitchell
Permanent Drainage Easement – 1D
For Shaker Road Bridge
(Bridge No. 48-3.98)
PIN #08-35-400-018 (Pt.)**

Situate in Section 35, Town 3, Range 4, Franklin Township, Warren County, State of Ohio, along the north side of Shaker Road (also known as County Road 48), being part of a 2.486 acre tract conveyed to Kenneth A. Mitchell, Grantor, by deed as recorded in Official Record 5096, Page 986 in the Warren County Recorder's Office being more particularly described as follows:

Commencing at a stone in the southeast corner of section 35, being the common corner of Sections 28, 29, 34 and 35, along the northerly section line of Section 34 and the southerly section line of Section 35 North 87 degrees 28 minutes 56 seconds West 2,645.81 feet to a point in the Grantor's southerly boundary line, also being the northerly boundary line of a 111.829 acre tract conveyed to Mad River Holding Company, LLC, Deed Book 1225, Page 884; thence leaving said section line and boundary line North 02 degrees 31 minutes 04 seconds East 30.00 feet to a point in the existing northerly right-of-way line of Shaker Road (County Road 48), being the TRUE POINT OF BEGINNING of this description;

Thence along the said right-of-way line North 87 degrees 28 minutes 56 seconds West 84.20 feet to a point in the existing easterly right-of-way line of Shake Road;

Thence along the said easterly right-of-way line North 03 degrees 48 minutes 50 seconds East 64.82 feet to a point in the new permanent drainage easement line;

Thence along the said easement line South 87 degrees 56 minutes 24 seconds East 23.91 feet to a point;

Thence continuing along the said easement line South 21 degrees 30 minutes 36 seconds East 45.74 feet to a point;

Thence continuing along the said easement line South 57 degrees 28 minutes 12 seconds East 46.43 feet to a point in the existing northerly right-of-way line of Shaker Road (County Road 48), being the TRUE POINT OF BEGINNING containing 0.066 acres (2,887 s.f.), more or less.

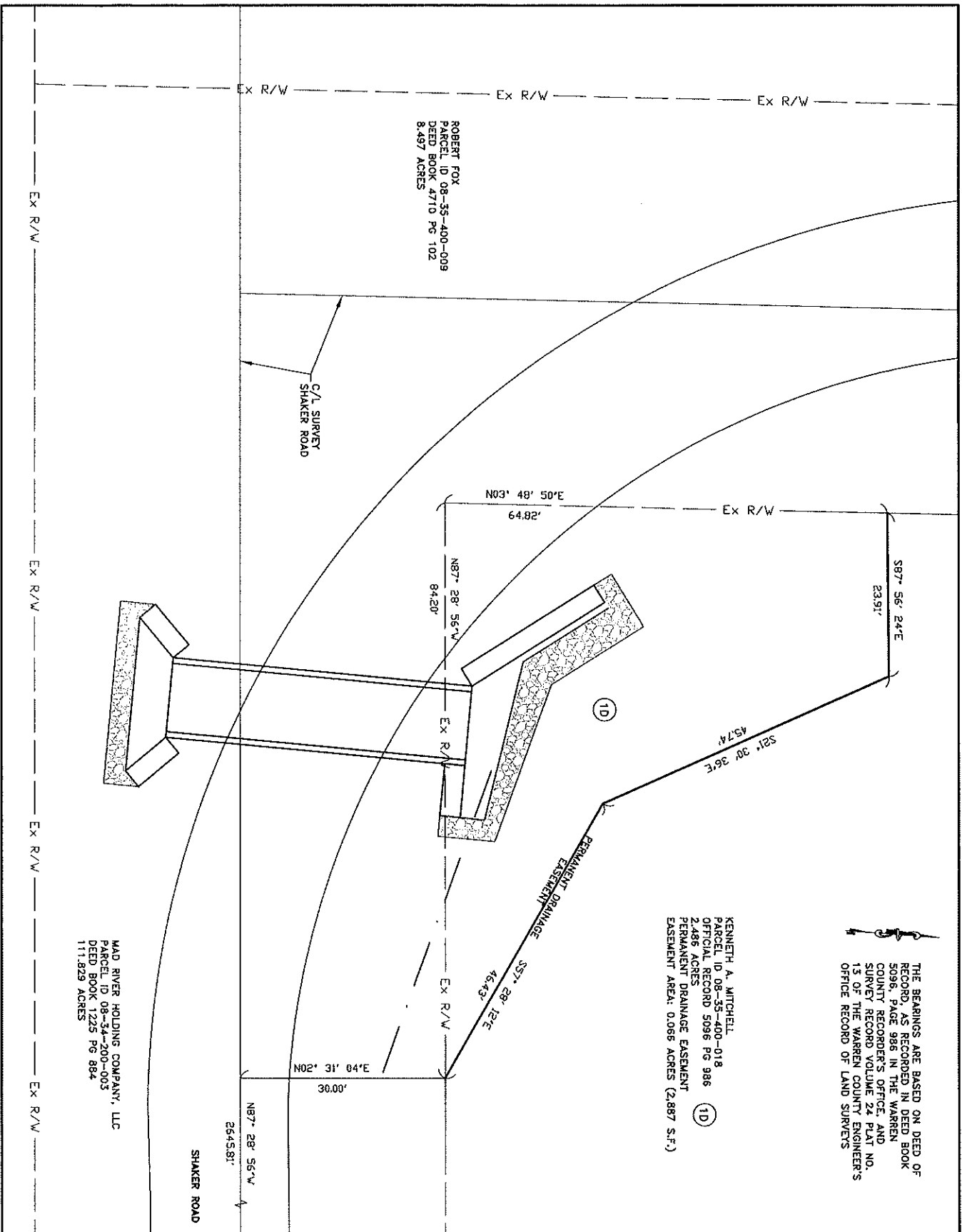
The bearings for this description are based on the Kenneth A. Mitchell deed as recorded in Official Record 5096, Page 986 in the Warren County Recorder's Office and Survey Record Volume 24, Plat No. 13 of the Warren County Engineer's Record of Land Surveys.

This legal description is not the result of a boundary survey; it was prepared based on the Kenneth A. Mitchell deed as recorded in Official Record 5096, Page 986 in the Warren County Recorder's Office and Survey Record Volume 24, Plat No. 13 of the Warren County Engineer's Office Record of Land Surveys and a survey that was completed by the Warren County Engineer's Office in March of 2019 for the Shaker Road Bridge Replacement Project (Bridge No. 48-3.98). This legal description and the said survey were completed under the direction and supervision of Kurt E. Weber (Ohio Registered Surveyor No. 8242) of the Warren County Engineer's Office, 210 W. Main Street, Lebanon, Ohio.



Kurt E. Weber
11/11/2019

EXHIBIT "B"



ROBERT FOX
PARCEL ID 08-35-400-009
DEED BOOK 4710 PG 102
8.497 ACRES

C/L SURVEY
SHAKER ROAD

MAD RIVER HOLDING COMPANY, LLC
PARCEL ID 08-34-200-003
DEED BOOK 1225 PG 884
111.829 ACRES

KENNETH A. MITCHELL
PARCEL ID 08-35-400-018
OFFICIAL RECORD 5096 PG 986
2.486 ACRES
PERMANENT DRAINAGE EASEMENT
EASEMENT AREA: 0.066 ACRES (2,897 S.F.)

THE BEARINGS ARE BASED ON DEED OF RECORD, AS RECORDED IN DEED BOOK 5096, PAGE 986 IN THE WARREN COUNTY RECORDER'S OFFICE, AND SURVEY RECORD VOLUME 24 PLAT NO. 15 OF THE WARREN COUNTY ENGINEER'S OFFICE RECORD OF LAND SURVEYS

SCALE 1" = 20'	DATE 09/27/19
DRAWN BY DAMB	CHECKED BY KEW
PROJECT NO. CRAB	FILE CR0048-398
DRAWING NO.	

PROPOSED EASEMENT - EXHIBIT "B"

SECTION 35, TOWN 3, RANGE 4
FRANKLIN TOWNSHIP
WARREN COUNTY, OHIO

Warren County Engineer's Office
Neil S. Junison, P.E., P.S.
Warren County Engineer

210 W. Main Street
Lebanon, Ohio 45036
513 695 3301 Phone
513 695 7714 Fax

Resolution

Number 20-0244

Adopted Date February 18, 2020

APPROVE AND ENTER INTO A MEMORANDUM OF UNDERSTANDING BETWEEN THE WARREN COUNTY BOARD OF COMMISSIONERS AND WARREN COUNTY COMMON PLEAS COURT ON BEHALF OF WARREN COUNTY GRANTS ADMINISTRATION

WHEREAS, Warren County is partnering with Warren County Common Pleas Court as part of the Comprehensive Opioid Abuse Program Grant's (COAP) Child Assessment and Response Evaluation (CARE) project, and

NOW THEREFORE BE IT RESOLVED, to approve and authorize the Warren County Board of Commissioners to enter into a Memorandum of Understanding with Warren County Common Pleas Court; copy of agreement is attached hereto and made a part hereof.

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

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

Resolution adopted this 18th day of February 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

sm/

cc: c/a – Warren County Community Services
Grants Administration (file)

MEMORANDUM OF UNDERSTANDING

Warren County Child Assessment and Response Evaluation (CARE) Project

Background and Purpose

Warren County has experienced an opioid epidemic that has had a devastating impact on families and communities. In response, Warren County desires to pilot the Child Assessment and Response Evaluation (CARE) Project, a 24/7 rapid response intervention program for children who are present on the scene of an overdose of a parent or loved one. The goal of this program is to quickly identify children in need of assistance in coping with trauma, assess the degree to which they may be victims of or vulnerable to abuse and neglect, and develop a comprehensive, family-centered plan to address their needs, build resiliency, and decrease the likelihood that substance abuse will be transferred from one generation to the next.

Warren County has been awarded \$800,000 from the US Department of Justice (DOJ) as part of its Comprehensive Opioid Abuse Site-Based Program to fund the CARE Project. To help with the implementation of the CARE Project, Warren County has partnered with the Urban Institute (a nonprofit, nonpartisan research organization) and the Addiction Policy Forum (a national policy organization) to document the implementation of the project and assist with developing and facilitating training for dispatchers and first responders."

Participating Warren County Partners

- Board of County Commissioners
- Children Services
- First Responders (EMS/fire departments/hospitals)
- Law Enforcement
- Public Defender
- County Sheriff / Jail
- Victim Service Providers
- Common Pleas Court

Roles and Responsibilities

- Designate at least one staff person to be the contact person for the CARE Project.
- Update partners on progress of project, troubleshoot issues and problems, report outcomes, and plan for upcoming milestones.
- Participate in collection and analysis of data.
- Assist with the documentation of the pilot, along with outcomes, lessons learned, and recommendations for refinements.

This Memorandum of Understanding (MOU), dated _____, 2020, shall establish the terms for data sharing between Warren County Board of County Commissioners (WC) and Warren County Common Pleas Court (WCCPC). The term of this MOU shall be from the date this Agreement is signed until December 31, 2020.

WHEREAS, WCCPC agrees to provide non-identifying data regarding number of children served in the TIP program and drug usage in their homes, and

WHEREAS, data received from WCCPC shall be treated as private, confidential information. Data shall only be permitted use by WC and its agents that require access to perform tasks and report to DOJ, and

WHEREAS, WC shall take all necessary steps to insure all CARE-related data provided by WCCPC shall be protected from unauthorized access, use, alteration dissemination and destruction. Data shall not be used for any purpose other than the CARE project described herein, without the prior written consent of the WCCPC, and

WHEREAS, CARE-related data provided by WCCPC shall not be disclosed, reproduced or in any other manner furnished by WC for non-related CARE activity, unless permission is first received from WCCPC and the third party executes a separate Data Sharing Agreement, and

WHEREAS, all information/data obtained, learned, or developed in connection with this project under this MOU shall be confidential and subject to all of the confidentiality provisions and/or requirements of all Laws and Regulations of the State of Ohio, and shall not be disclosed to any person, organization, agency or other entity except as agreed by the WCCPC. All entities shall comply with all Federal, State and local laws concerning the confidentiality of all Confidential Information, and

WHEREAS, all materials produced by the CARE project will contain sufficient protections to ensure client anonymity and to adhere to the mandates for confidentiality as required. No materials will be disseminated that describe or identify specific individuals, families, or households. No names, street addresses or other information that could be used to identify a particular individual, family or household will be disseminated, nor will the WC cross-reference the data with individually identifiable records from any other data set without authorization, and

WHEREAS, no member to this Agreement will disseminate or disclose identifiable information provided by another party to any other organization or individual without first obtaining permission from the member providing the Identifying information. Furthermore, data shall not be released except as required by Ohio Public Records law or as ordered by a court, and

Termination

WHEREAS, this Agreement may be terminated by a WCCPC upon thirty (30) days written notice to the other WC or immediately by mutual consent, and

WHEREAS, this Agreement may be modified and/or amended only as mutually agreed upon in writing, signed by the authorized representatives of the member agencies. It may not be altered, modified, rescinded or extended orally. and

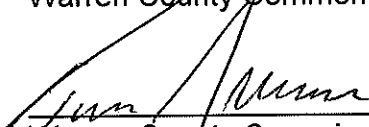
WHEREAS, this Agreement contains all of the terms and conditions agreed upon by WC and WCCPC hereto, and no other agreement, oral or otherwise regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto or to vary any of the terms contained herein. It shall be governed, construed, applied and enforced in accordance with the laws of the State of Ohio, and

IN WITNESS WHEREOF the members hereby execute this Agreement on the date set opposite their respective signatures.



Warren County Common Pleas Court

1/16/2020
Date



Warren County Commissioner, Vice President of BOCC

2/18/2020
Date

Approved as to Form



Keith Anderson, Assistant Prosecuting Attorney

Resolution

Number 20-0245

Adopted Date February 18, 2020

APPROVE AND ENTER INTO A MEMORANDUM OF UNDERSTANDING BETWEEN THE WARREN COUNTY BOARD OF COMMISSIONERS AND WARREN COUNTY COMMUNITY SERVICES – EARLY LEARNING CENTERS ON BEHALF OF WARREN COUNTY GRANTS ADMINISTRATION

WHEREAS, Warren County is partnering with Warren County Community Services are part of the Comprehensive Opioid Abuse Program Grant's (COAP) Child Assessment and Response Evaluation (CARE) project, and

NOW THEREFORE BE IT RESOLVED, to approve and authorize the Warren County Board of Commissioners to enter into a Memorandum of Understanding with Warren County Community Services – Early Learning Centers; copy of agreement is attached hereto and made a part hereof.

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

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

Resolution adopted this 18th day of February 2020.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

sm/

cc: c/a – Warren County Community Services
Grants Administration (file)

MEMORANDUM OF UNDERSTANDING
Warren County Child Assessment and Response Evaluation (CARE) Project

Background and Purpose

Warren County has experienced an opioid epidemic that has had a devastating impact on families and communities. In response, Warren County desires to pilot the Child Assessment and Response Evaluation (CARE) Project, a 24/7 rapid response intervention program for children who are present on the scene of an overdose of a parent or loved one. The goal of this program is to quickly identify children in need of assistance in coping with trauma, assess the degree to which they may be victims of or vulnerable to abuse and neglect, and develop a comprehensive, family-centered plan to address their needs, build resiliency, and decrease the likelihood that substance abuse will be transferred from one generation to the next.

Warren County has been awarded \$800,000 from the US Department of Justice (DOJ) as part of its Comprehensive Opioid Abuse Site-Based Program to fund the CARE Project. To help with the implementation of the CARE Project, Warren County has partnered with the **Urban Institute** (a nonprofit, nonpartisan research organization) and the **Addiction Policy Forum** (a national policy organization) to document the implementation of the project and assist with developing and facilitating training for dispatchers and first responders.”

Participating Warren County Partners

- Board of County Commissioners
- Children Services
- First Responders (EMS/fire departments/hospitals)
- Law Enforcement
- Public Defender
- County Sheriff / Jail
- Victim Service Providers
- Common Pleas Court

Roles and Responsibilities

All participating partners/agencies agree to the following terms, as applicable:

- Designate at least one staff person to be the contact person for the CARE Project.
- Update partners on progress of project, troubleshoot issues and problems, report outcomes, and plan for upcoming milestones.
- Participate in collection and analysis of data.
- Assist with the documentation of the pilot, along with outcomes, lessons learned, and recommendations for refinements.

This Memorandum of Understanding (MOU), dated 1/6/2020, 2020, shall establish the terms for data sharing between Warren County Board of County Commissioners (WC) and Warren County Community Services – Early Learning Centers (WCCS). The term of this MOU shall be from the date this Agreement is signed until December 31, 2020.

WHEREAS, WCCS agrees to provide non-identifying data regarding number of children served in the TIP program and drug usage in their homes, and

WHEREAS, data received from WCCS shall be treated as private, confidential information. Data shall only be permitted use by WC and its agents that require access to perform tasks and report to DOJ, and

WHEREAS, WC shall take all necessary steps to insure all CARE-related data provided by WCCS shall be protected from unauthorized access, use, alteration dissemination and destruction. Data shall not be used for any purpose other than the CARE project described herein, without the prior written consent of the WCCS, and

WHEREAS, CARE-related data provided by WCCS shall not be disclosed, reproduced or in any other manner furnished by WC for non-related CARE activity, unless permission is first received from WCCS and the third party executes a separate Data Sharing Agreement, and

WHEREAS, all information/data obtained, learned, or developed in connection with this project under this MOU' shall be confidential and subject to all of the confidentiality provisions and/or requirements of all Laws and Regulations of the State of Ohio, and shall not be disclosed to any person, organization, agency or other entity except as agreed by the WCCS. All entities shall comply with all Federal, State and local laws concerning the confidentiality of all Confidential Information, and

WHEREAS, all materials produced by the CARE project will contain sufficient protections to ensure client anonymity and to adhere to the mandates for confidentiality as required. No materials will be disseminated that describe or identify specific individuals, families, or households. No names, street addresses or other information that could be used to identify a particular individual, family or household will be disseminated, nor will the WC cross-reference the data with individually identifiable records from any other data set without authorization, and

WHEREAS, no member to this Agreement will disseminate or disclose identifiable information provided by another party to any other organization or individual without first obtaining permission from the member providing the identifying information. Furthermore, data shall not be released except as required by Ohio Public Records law or as ordered by a court, and

Termination

WHEREAS, this Agreement may be terminated by a WCCS upon thirty (30) days written notice to the other WC or immediately by mutual consent, and

WHEREAS, this Agreement may be modified and/or amended only as mutually agreed upon in writing, signed by the authorized representatives of the member agencies. It may not be altered, modified, rescinded or extended orally. and

WHEREAS, this Agreement contains all of the terms and conditions agreed upon by WC and WCCS hereto, and no other agreement, oral or otherwise regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto or to vary any of the terms contained herein. It shall be governed, construed, applied and enforced in accordance with the laws of the State of Ohio, and

IN WITNESS WHEREOF the members hereby execute this Agreement on the date set opposite their respective signatures.



Warren County Community Services

1/6/2020
Date



Warren County Commissioner, President of BOCC
Vice'

2/18/2020
Date

Approved as to Form



Keith Anderson, Assistant Prosecuting Attorney

Resolution

Number 20-0246

Adopted Date February 18, 2020

APPROVE AND ENTER INTO A SOFTWARE MAINTENANCE AGREEMENT WITH UNITRONIX DATA SYSTEMS, INC. FOR THE ABACUS MAINTENANCE ON BEHALF OF THE WARREN COUNTY DEPARTMENT OF HUMAN SERVICES


BE IT RESOLVED, to approve and enter into a software maintenance agreement with Unitronix Data Systems, Inc. for 02/27/20 – 08/26/20 utilized by the Department of Human Services; said agreement attached hereto and made a part hereof.

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

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

Resolution adopted this 18th day of February 2020.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: c/a—Unitronix Data Systems, Inc.
Human Services (file)

LICENSE MAINTENANCE AGREEMENT

Agreement dated February 27, 2020 between Unitronix Data Systems, Inc., (hereinafter called "UDS") a New Jersey Corporation, with an office in Raritan, New Jersey 08869 and Warren County Department of Human Services (hereinafter called "customer") an Ohio Agency, having a principal place of business at 416 South East Street, Lebanon, Ohio 45036.

By its acceptance hereof, UDS agrees to provide service and maintenance for the software listed in Schedule A below, and any supplements to Schedule A so identified and signed by both parties (said software being hereinafter called "the software"), at the location(s) specified below. Either party reserves the right to terminate this agreement at any time with 30 days notice to the other party for any reason or no reason.

SCHEDULE A

<u>LICENSE</u>	<u>QTY</u>	<u>DESCRIPTION</u>
ABACUS@	[1]	SERVER LICENSE
USER	[1]	USER LICENSE

I. SOFTWARE MAINTENANCE INCLUDES:

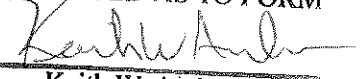
- A. Shipping charges for mailing media from UDS to customer.
- B. Support of existing programs written by UDS.
- C. Answers to questions and problems that may occur on a daily basis.
- D. Telephone charges from UDS to customer.
- E. License to use software

II. SOFTWARE MAINTENANCE DOES NOT INCLUDE:

- A. Shipping charges for mailing media from customer to UDS.
- B. Writing new programs that are not on the current system, operating system upgrades or file conversions.
- C. Loss of data or operating systems due to hardware malfunction or operator negligence such as, but not limited to; copying diskettes incorrectly, reformatting drives, viruses, failure/incorrectly backing up files, Acts of God, etc.
- D. Telephone charges from customer to UDS.

Commencement Date : 02/27/2020 through 08/26/2020
Yearly Charge : \$1325.58
Location : 416 South East Street, Lebanon, Ohio 45036

APPROVED AS TO FORM


Keith W. Anderson
Asst. Prosecuting Attorney

In witness whereof, the parties hereto have caused this agreement to be executed by their authorized representative as of the day and year first above written.

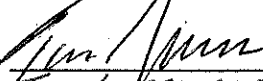
UNITRONIX DATA SYSTEMS, INC.

WARREN COUNTY DEPARTMENT OF HUMAN SERVICES

By: Richard A. Bittle 2/7/20
Name : Richard A. Bittle Date
Title: Secretary

By: Lauren V. Cavanagh 2/7/2020
Name : Lauren V. Cavanagh Date
Title: Director

WARREN COUNTY COMMISSIONERS


Tom Grossmann, Vice President

Unitronix Data Systems, Inc.

1124 ROUTE 202 • RARITAN, NJ 08869 • (908) 231-9444 • FAX (908) 707-1044

February 7, 2020

Lauren Cavanaugh, Director
Warren County Department of Human Services
416 South East St
Lebanon, OH 45036

Re: Renewal of ABACUS® software maintenance

Dear Ms. Cavanaugh,

Enclosed are two copies, which have been signed and dated by Unitronix Data Systems, Inc., of the yearly software maintenance agreement for February 27, 2020 through August 26, 2020 which is up for renewal.

To continue coverage, have an authorized representative complete both copies returning one fully executed copy for our records.

Enclosed is invoice number 3027 in the amount of \$1,325.58 for payment processing.

If you have any questions do not hesitate to call us.

Sincerely,
Unitronix Data Systems, Inc.



Joan L. Buben
Systems Coordinator

Resolution

Number 20-0247

Adopted Date February 18, 2020

APPROVE AND AUTHORIZE THE VICE PRESIDENT OF THE BOARD TO ENTER INTO A NON-PROFIT BOOTH AGREEMENT ON BEHALF OF OHIOMEANSJOBS WARREN COUNTY

BE IT RESOLVED, to approve and authorize the Vice President of the Board to enter into a Non-Profit Participation Contract for the Lebanon Expo with the following institution, as attached hereto and made part hereof:

Lebanon Area Chamber of Commerce
212 N. Broadway, Ste. 2
Lebanon, Ohio 45036

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

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

Resolution adopted this 18th day of February 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—OhioMeansJobs
OhioMeansJobs (file)



**2020 LET'S LEBANON! A COMMUNITY AFFAIR
REGISTRATION – CONTRACT**

March 7, 2020 – 8:30 AM to 1:00 PM

Sponsor Registration: 1/7 to 1/11

Open Registration: 1/12 to 2/22

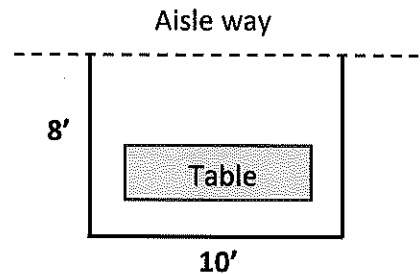
Please send your registration via email to info@lebanonchamber.org. All Sponsors qualify for early registration and the opportunity to choose a premium booth location.

Sponsorship Level (Choose a level below) Sponsor registration begins January 7th

- | | |
|---|---|
| <input type="checkbox"/> \$1,000 Diamond Sponsor (6 available) <ul style="list-style-type: none"> • Recognized in event publicity and news releases, including Chamber emails promoting the event • Logo posted on website event page • Featured Business recognition in a Chamber E-Newsletter • Social media recognition (Facebook, Instagram, Twitter, LinkedIn) including at least 2 boosted Event posts • Premium booth location includes; 16'x 8' size • Special Signage on booth at event | <input type="checkbox"/> \$500 Gold Sponsor (9 available) <ul style="list-style-type: none"> • Recognized in event publicity and news releases, including Chamber emails promoting the event • Logo posted on website event page • Featured Business recognition in a Chamber E-Newsletter • Social media recognition (Facebook, Instagram, Twitter, LinkedIn) • Premium booth location includes; 10'x 8' size • Special Signage on booth at event |
|---|---|

No Sponsorship (Select a booth type below) Open registration begins January 12th

- Exhibitor Booth with electric (10' x 8')**
 - Chamber Member - \$200
 - Non-Member - \$250
- Exhibitor Booth no electric (10' x 8')**
 - Chamber Member - \$150
 - Non-Member - \$200
 - Non-Profit - \$75; *Limited number of spaces available.*



SAMPLE BOOTH LAYOUT

* Not a Chamber Member yet? Join the Chamber before March 1, 2020 and put your booth cost towards your Chamber Membership dues for 2020!

* Note that all booths include: 12 Pancake Breakfast tickets, Pipe and drape, six-foot table, and two chairs.

Each business participating in the Expo must complete the entire contract and submit full payment at the time of registration.

Business Name: OhioMeansJobs Main Contact Name: Matt Fetty

Phone No.: 513-695-3032 Mobile No: _____ Email: fettmb@ohioworkforce.com

Contact Name Working the Booth: Michael Stern Mobile No: 937-478-8088

Please describe your exhibit: Promoting services for Warren County residents and businesses, including training opportunities, job postings, workshops, job readiness classes, career counseling, and youth programs

Please describe your electrical needs: None

NOTE: Exhibit booths with electricity will be assigned one outlet and 110-volt service only, no 220.

DOOR PRIZE: As an exhibitor, each business must provide at least one prize worth \$25 or more to be raffled at your booth by your business. The exhibitor is responsible for supplying everything needed for the raffle (i.e. entry forms, pens, etc.). The exhibitor draws a winner(s) at a time of his or her choosing and contacts the winner. Entry forms can be used for business leads after the event.

Door prize: **\$25 gift certificate to a local restaurant**

EXHIBITOR RULES AND REGULATIONS


1. Exhibit ownership: Each booth is rented by and assigned to one business. Exhibitors are not permitted to sublet their booth or share their space with another business owner.
2. Expo Times: The Lebanon Expo will be held on **Saturday, March 7, 2020 from 8:30 AM to 1:00 PM at the Lebanon High School**. All Exhibitors shall be present and operate their booth from **8:30 AM-1:00 PM**. This contract specifically prohibits the exhibitor from dismantling or removing items from his exhibit before 2:00 PM.
3. Set-Up Times: Exhibitors are required to set up on **Friday, March 6, 2020 between 4:30 PM – 7:30 PM**. Early arrivals for set up will not be allowed. On Saturday, March 7, doors will open to exhibitors at 7:30 AM for final preparations.
4. Booth Supervision: All booths must be staffed by 8:00 AM and must have at least one person supervising the booth until 1:00 PM. Volunteers will be available throughout the day to give short breaks to solo booth owners.
5. Exhibits must be attractive and non-offensive. Please note the following conditions:
 - a. Direct sales are allowed only within the confines of your booth. No wandering sales.
 - b. Booths with electricity are assigned one socket only. Exhibitors may use one splitter. No power strips allowed.
 - c. Electricity may not be shared with other booths.
 - d. No hand-made signs are allowed. Signage must look professional.
 - e. Displays must be confined to the booth and may not infringe on your neighbors. This includes lighting and audio/visual elements as well.
 - f. All booths and materials must conform to fire code regulations.
 - g. Exhibits may not use water or fire or other materials that could damage flooring.
 - h. No live pets allowed in the building.
6. Lebanon High School regulations must be followed: Exhibitors are guests of Lebanon High School. Please do not bring alcohol, tobacco products, drugs, weapons or any other items deemed unsuitable for a school campus. Gambling is also prohibited on school grounds.
7. End of Event: Expo ends at 1:00 PM. This contract strictly prohibits dismantling booths before 1:00 PM. Please be courteous to the custodial staff and take your materials and supplies with you. **All items must be completely removed by 3:00 PM**. Materials left behind will be discarded.
8. Cancellation by Exhibitor: Refunds are not available due to exhibitor cancellation. **Please note: Sponsorship dollars are not refundable.**
9. Cancellation by the Chamber: Should the Chamber need to cancel the Event for any reason beyond its control, such as but not limited to acts of God, fire, tornado, inclement weather and/or act of terrorism, the Chamber will not be held financially liable to the exhibitor.

The Lebanon Area Chamber of Commerce reserves the right to:

1. Remove any exhibit or part thereof that is not suitable for the family-friendly, professional event. No refund will be given.
2. Remove any exhibitor or his representative who is acting in a disruptive, disrespectful manner or not adhering to the rules and regulations.

LIABILITY:

APPROVED AS TO FORM


 Keith W. Anderson
 Asst. Prosecuting Attorney

EXHIBITOR AGREEMENT: I have read and understand the rules and regulations for the 2020 Lebanon Expo and agree to comply.

Signature: 

Date: 2/18/2020

Print Name: Tom Grossman

FOR OFFICE USE ONLY:

Date Registered: _____

Booth # Requested: _____

Booth # Assigned: _____

Electric

Total Cost: _____

Payment Method:

- Check Number: _____
- Credit Card (processed online)
- Cash

Resolution

Number 20-0248

Adopted Date February 18, 2020

APPROVE AND AUTHORIZE THE VICE PRESIDENT OF THE BOARD TO ENTER INTO A NON-PROFIT BOOTH AGREEMENT ON BEHALF OF OHIOMEANSJOBS WARREN COUNTY

BE IT RESOLVED, to approve and authorize the Vice President of the Board to enter into a Non-Profit Participation Contract for the Springboro Expo 2020 with the following institution, as attached hereto and made part hereof:


Springboro Area Chamber of Commerce
325 South Main Street
Springboro, Ohio 45066

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

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

Resolution adopted this 18th day of February 2020.

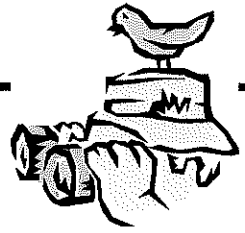
BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

/mbf

cc: c/a – OhioMeansJobs
OhioMeansJobs (file)

EXPO 2020 CONTRACT



PLEASE NOTE: Each business participating in EXPO must complete this entire Contract prior to registering and be a Chamber member in good standing.

PLEASE NOTE: Event set-up is required on Friday, March 20th, 4:30-8PM.

Exhibitor: OhioMeansJobs Warren County

Main Contact Name: Michael Stern

Business Phone Number: 513-695-1534 Cell Phone Number: 937-478-8088

Email: stermj@ohioworkforce.com

Name of Person Working Booth: Michael Stern

Mobile of Person Working Booth: 937-478-8088

Email of Person Working Booth: stermj@ohioworkforce.com

Exhibitor Booth has one table and two chairs. Extra tables can be rented at \$15 per table. Limit is 2 extra tables per booth - # of extra _____

Nonprofit Organizations are placed in the hallway by gymnasiums. Space comes with one table and two chairs. No additional tables are permitted due to space.

Would you like to be a EXPO Sponsor? Check the box below:

- Major-RESERVED
 Grand Prize-RESERVED
 Diamond/\$1000
 Platinum/\$500
 Gold/\$300
 Silver/\$150

PLEASE NOTE: Booths with electricity. Power to booths is 110 volts only, no 220.

Door Prize: Each exhibitor must provide a door prize with a value of \$50 or greater. You will also need to provide supplies for your raffle including: Entry forms, pens, and a container to collect the entries. Exhibitor draws a winner and contacts them during or after the event. Entry forms can be used as lead following the event.

Please note: no coupons or discounts permitted.

Please list your Door Prize:

Gift card- Heather's Coffee & Cafe _____

Value \$ 25.00

EXPO 101 Breakfast—Thursday, February 6th, 7:30-9:00 AM at Heatherwoode. Attendance at the EXPO 101 Breakfast is strongly recommended for all Exhibitors and is a must for first time participants. This is an informational session that is designed to help exhibitors to understand how the event works, and to answer any questions you may have. A full-sized booth will be set up, and the "Trick of the Tradeshow" Presentation will be offered. This is also an excellent networking opportunity!

The EXPO 101 Breakfast is \$12 if you pay on this form and \$14 online. Please read Exhibitor Rules and Regulations Page on back and provide signature.

For Office Use Only:

- Business**
 (booth in gymnasium)
 Nonprofit
 (hallway table only)

Date: _____

Booth # _____

Booth Cost \$ _____

Extra Table \$ _____

Sponsorship \$ _____

Breakfast \$ _____

Total \$ _____

Payment:

- Check # _____
 Credit Card
 Cash
 Billed

Page 2 Rules Page

- Signed by Exhibitor

Kid's Activity?

- Yes No

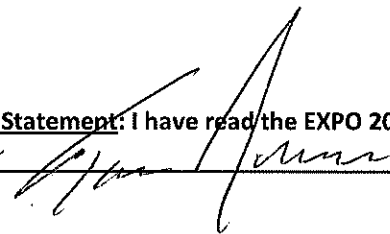
List EXPO 101 Breakfast Attendees:

Exhibitor Rules & Regulations:

1. **Booth Ownership:** Each booth is assigned and rented by one business ONLY. Booth owners are not permitted to sublet their booth, or share space with another business owner.
2. **EXPO Times:** Hometown EXPO 'That Spring Thing' on will be held on **Saturday, March 21 between 10:00 AM and 3:00 PM at Springboro High School.** All Exhibitors must be present and ready at booth by 9:00 AM on event day.
3. **Set Up Times:** Exhibitors are required to set up on **Friday, March 20 between 4:30 PM and 8:00 PM.** Doors will open to Exhibitors for final touch up of exhibits on Saturday, March 9 at 8:00 AM.
4. **Booth Supervision:** Please do not leave your booth unattended. Volunteers will be available throughout the event to give bathroom breaks to single owners. We recommend each exhibitor has at least two people working the booth during the event.
5. **Exhibits:** Each Exhibitor will install an attractive display. Please note the following points:
 - Please stay inside your booth parameters. No wandering solicitation will be permitted. Meet and network with other Exhibitors. Hand lettered signage is not permitted.
 - Displays must be confined within the boundaries of the booth, and not interfering with the sight line of neighboring booths.
 - All materials must conform to fire regulations.
 - Exhibits may NOT use water or other materials that could damage the school flooring.
 - No live pets are permitted in the building and thus are not permitted as part of exhibits.
 - No sound-emitting devises other than audio visual equipment is permitted. Sound/lighting must not disturb neighboring booths.
6. **School Regulations:** Please remember that we are using a Springboro Community City Schools District building. We ask that Exhibitors do not bring alcohol, tobacco products, drugs, or any item deemed unsuitable for use within a school building.
7. **End of Event:** Event ends at 3:00 PM. This contract specifically prohibits the Exhibitor from dismantling, or removing an exhibit before 3:00 PM. **Any exhibitor closing their booth early will be charged a \$100 fine, and may be barred from future events.** All items must be completely removed by 5:00 PM. Trash bags will be provided, but all trash removal, including table covers and signage, is the responsibility of the booth owner.
8. **Cancellation by Exhibitor:** Exhibitors must cancel their booth by **Friday, February 7** to receive a full refund. **PLEASE NOTE: Sponsorship dollars are non-refundable.**
9. **Cancellation by the Chamber:** If for any reason the Chamber shall fail to open EXPO 2020, due to strikes, fires, casualties, acts of God, or other causes beyond the Chamber's control, then it shall not be in any manner financially liable to the Exhibitor.

Exhibitor Statement: I have read the EXPO 2020 rules and agree to comply. Print Name: Tom Grossman

Signed: *



Date: 2/18/2020

APPROVED AS TO FORM



Keith W. Anderson
Asst. Prosecuting Attorney

Resolution

Number 20-0249

Adopted Date February 18, 2020

ENTER INTO AGREEMENT WITH HEWLETT PACKARD ENTERPRISE FOR RENEWAL OF BLADE INFRASTRUCTURE SUPPORT ON BEHALF OF WARREN COUNTY TELECOMMUNICATIONS

BE IT RESOLVED, to approve an agreement with Hewlett Packard Enterprise on behalf of Warren County Telecommunications; as attached hereto and a part hereof.

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

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

Resolution adopted this 18th day of February 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—Hewlet Packard Enterprise
Telecom (file)

Vickie Dariano
Hewlett Packard Enterprise Company
8000 Foothills Blvd
ROSEVILLE CA 95747

DUSTIN FLINT
WARREN COUNTY TELECOM
500 Justice Dr
Lebanon OH 45036-2379

12/05/2019

Support Account Reference: COUNTY5318592418
HPE Reference Number: 49213757

Dear DUSTIN FLINT:

Enclosed is a Hewlett Packard Enterprise support service quote for your products. Review the services, support items, coverage dates, addresses, and company contacts for accuracy. Please advise Hewlett Packard Enterprise of any changes prior to submitting your purchase order or authorization. To order support services detailed in this package, please return billing authorization by choosing one of the following convenient options. Subject to HPE Customer Terms - Support or purchase agreement with Hewlett Packard Enterprise and if applicable, Exhibit E24.

Option 1: Provide an open-ended purchase order. An open-ended purchase order allows Hewlett Packard Enterprise to add products to your agreement as necessary, as well as renew your support from year to year. Cancellation of the support service agreement requires a 30-day written notice.

Option 2: Provide a PO for the coverage dates specified in the enclosed referenced proposal.
Your PO must note at least one of the following, along with the support coverage period:

1. Hewlett Packard Enterprise Reference (quote) number(s),
2. Support Account Reference(s) (SAR)
3. Service Agreement ID(s) (SAID)
4. AMP ID(s)

* If there is an approval signature section on your PO then it should be signed/approved before sending to Hewlett Packard Enterprise. Please indicate if you are taxable or tax exempt. If your organization is Tax Exempt, please send a copy of your Tax Exemption Certificate with your PO. Include your billing frequency and current invoice-to address.

Option 3: Sign and return the attached Signature Authorization Form (SAM).

* If you provide authorization via the SAM form (Signature Authorization Method), please insure that all of the applicable boxes are checked on the form, along with the printed name and signature of the authorizing party.

Note: If the information in Options 1 through 3 is not included in your PO or SAM Form then Hewlett Packard Enterprise will need to contact you to collect this missing data, which will cause a delay in activating your support contract(s). Hewlett Packard Enterprise requires these details for audit purposes.

Hewlett Packard Enterprise values your business and looks forward to providing you with continued support. If you require further assistance, please contact your HPE Representative at 650-258-0069 . You can send your PO or SAM to your HPE Representative, or FAX it to .

Sincerely,
Vickie Dariano
HPE Representative

SIGNATURE AUTHORIZATION METHOD (SAM)

The Signature Authorization Method (SAM) may be used to order Hewlett Packard Enterprise (HPE) Support Services **ONLY IF A PURCHASE ORDER IS NOT REQUIRED TO AUTHORIZE SERVICE DELIVERY AND REMIT PAYMENT.** This SAM form, including the quotation(s) and governing terms referenced herein shall be referred to collectively as the "Support Agreement."

(1) Customer Information:

Company Name
WARREN COUNTY TELECOM

Invoice to Address
500 Justice Dr
Lebanon OH 45036-2379

(2) Contract Information: Unless otherwise notified all quotes under the AMP ID below will be renewed:

Initial Quote Number: 49213757 ** AMP ID: 500051852NBQ
Support Account Reference: COUNTY5318592418 Coverage Period: 05/01/2020 - 04/30/2021

***The enclosed Support Account Overview dated 12/05/2019 summarizes the quotes contained within the above AMP ID.

This quote bundle is valid until: 04/30/2020

Check as applicable if your authorization is open-ended.

The following term applies only to open-ended support agreements. This Support Agreement is for the period stated on Hewlett Packard Enterprise's quote. It will be extended without modification by consecutive terms of 12 months unless one of the parties gives written notice in accordance with the underlying business terms prior to the end of the respective 12 months. If modifications of the Support Agreement are necessary, Hewlett Packard Enterprise will notify Customer in writing 60 days before the modifications are effective. Customer may terminate this Support Agreement within 30 days from receipt of notice. If Customer does not exercise this right of termination, this Support Agreement will be continued to the end of the current term with the modifications, and extended by consecutive 12-month terms. Re-pricing will occur automatically without further authorization.

(3) REQUIRED- Tax Information:

Taxable OR Tax Exempt Exemption # _____ (Attach copy of exemption certificate)

(4) REQUIRED- Billing Frequency: Do not enclose Payment. Please select one of the following:

Please bill me:

- Pre-Pay up front for the entire coverage term
- Annually
- Quarterly (Total annual amount must exceed \$20,000)
- Semi-Annually (Total annual amount must exceed \$20,000)
- Monthly (Total annual amount must exceed \$20,000)
- Charge my credit card. Check one: Visa MasterCard American Express

For your protection, please call your HPE Sales Representative with the credit card number.

Cardholder Name (Print) _____
Cardholder's Signature _____
Credit Card Invoice-To Address _____

(5) REQUIRED- Service Authorization and Terms and Conditions:

Customer's signature on this form constitutes authorization for Hewlett Packard Enterprise to invoice Customer for the Hewlett Packard Enterprise support services represented in this Support Agreement. This support agreement will be governed by the following: i) The purchase agreement currently in effect between Customer and Hewlett Packard Enterprise that includes the delivery of Support Services, or if none, the Hewlett Packard Enterprise Customer Terms-Support (CTSP01), the Supplemental Data Sheet (CTDS01); and ii) any applicable Transaction Documents thereto.

[Signature]
Authorized Signature and Date

Tom Grossmann, Vice President 513.695.1250
Printed Name, Title and Phone Number

(6) Completed form should be returned to:

Hewlett Packard Enterprise Company
Vickie Dariano
8000 Foothills Blvd
ROSEVILLE, CA 95747

TEL: 650-258-0069
FAX:

APPROVED AS TO FORM

[Signature]
Adam M. Nice
Asst. General Accounting Attorney

Support Account Overview

AMP ID: 500051852NBQ
Special Terms and Conditions No: OA1067-14

Customer Address:
 WARREN COUNTY TELECOM
 500 Justice Dr
 Lebanon OH 45036-2379

HPE Address:
 Hewlett Packard Enterprise Company
 8000 Foothills Blvd
 ROSEVILLE CA 95747

Customer Contact:
 DUSTIN FLINT
 Tel: (513) 695-2812
 Fax:
 E-mail dustin.flint@wcoh.com

HPE Representative:
 Vickie Darlano
 Tel: 650-258-0069
 Fax:
 E-mail vickie.darlano@hpe.com

This quote is valid until 04/30/2020

This order is governed by the specific agreement referenced below in the comment section. If none is identified, then Hewlett Packard Enterprise's standard terms will apply. Either one is the "Agreement".
 Multi-year support renewals are governed by the Exhibit E24 in addition to the Agreement unless otherwise specified.

- Standard Terms: www.hpe.com/docs/customerterms
- Datasheets: www.hpe.com/info/mktlibrary

Your Support Access Options for Service Agreement Customers:

- Manage your service agreement online, visit - <https://s360.hpe.com> / <https://esam.hpe.com>
- HPE Support Center - www.hpe.com/support/hpesc

Please have your Service Agreement ID and Product/Serial available to expedite your support experience.

For Support, please call: 1-800-633-3600

Support Account Reference	Service Agreement ID	Coverage Period		Description	Contract Total/USD
		From:	To:		
COUNTY5318592418	1047 3100 7737	05/01/2020	04/30/2021	Case 5318592418 / CSIF ID DAUS00-109781N	9,615.84
Total Excluding Taxes WARREN COUNTY TELECOM					9,615.84

Please refer to the payment schedule for prices to be invoiced yearly in advance.

Support Account Overview



AMP ID: 500051852NBQ

Customer Address:
WARREN COUNTY TELECOM
500 Justice Dr
Lebanon OH 45036-2379

HPE Address:
Hewlett Packard Enterprise Company
8000 Foothills Blvd
ROSEVILLE CA 95747

Support Account Reference	Coverage Period From: To:	Description	Contract Total/USD
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Summary of Charges	
Hardware Support	7,902.96
SW Updates eDelivery	828.00
Software Helpdesk Services	339.12
Software Support-Labor	545.76
Total Excluding Taxes	9,615.84

Total excludes all taxes. If applicable, taxes will be added at the time of invoicing at the current tax rate.
Total price includes all additions, deletions, warranties, discounts and adjustments if applicable.
Refer to the detail document for any applicable state & local tax

Please refer to the payment schedule for prices to be invoiced yearly in advance.

Support Account Detail



Special Terms and Conditions No: OA1067-14
 Your PO Reference:
 CCRN Number: 0473100773

Support Account Reference:
COUNTY5318592418

HPE Reference No.: 49213757

Equipment Address:
 WARREN COUNTY TELECOM
 500 Justice Dr
 Lebanon OH 45036-2379

Software Update Address:
 WARREN COUNTY TELECOM
 500 Justice Dr
 Lebanon OH 45036-2379

Hardware Contact:
 DUSTIN FLINT
 Tel: (513) 695-2812
 Fax:

Software Contact:
 DUSTIN FLINT
 Tel: (513) 695-2812
 Fax:

This quote is valid until 04/30/2020
Coverage from: 05/01/2020 to: 04/30/2021

Service Agreement ID: 1047 3100 7737 For Support, please call: 1-800-633-3600

Product No.	Description	Serial No.	Coverage Period		Qty	Price/USD
			from:	to:		

Comment: mtl 507015-B21 reqs add of 418241-B23(exists in gds l

Participating Addendum # OA1067-14 must be sited on Purchase Order

H7J35AC HPE Foundation Care 24x7 wDMR SVC
***** Hardware Support *****

HPE Hardware Maintenance Onsite Support

- Hardware Problem Diagnosis
- Onsite Support
- Parts and Material provided
- 4 Hr Onsite Response
- 24 Hrs Std Office Days
- 24 hrs, Day 6
- 24 hrs, Day 7
- Holidays Covered
- Travel Zone 1
- Defective Media Retention

666157-B21	HP BL460c Gen8 E5-2670 2P 64GB Svr	MXQ3070327	1	60.37
666157-B21	HP BL460c Gen8 E5-2670 2P 64GB Svr	MXQ30701T1	1	60.37
666157-B21	HP BL460c Gen8 E5-2670 2P 64GB Svr	MXQ30701VB	1	60.37
666157-B21	HP BL460c Gen8 E5-2670 2P 64GB Svr	MXQ30701T3	1	60.37
666157-B21	HP BL460c Gen8 E5-2670 2P 64GB Svr	MXQ307032C	1	60.37
666157-B21	HP BL460c Gen8 E5-2670 2P 64GB Svr	MXQ30701SZ	1	60.37
507015-B21	HP BLc7000 1PH 6PS10Fan FI ROHS 16IC Kit	2S1312P18R	1	87.81
507015-B21	HP BLc7000 1PH 6PS10Fan FI ROHS 16IC Kit	2S1312P18P	1	87.81
666157-B21	HP BL460c Gen8 E5-2670 2P 64GB Svr	MXQ33908F5	1	60.37
666157-B21	HP BL460c Gen8 E5-2670 2P 64GB Svr	MXQ33908FL	1	60.37

Please refer to the payment schedule for prices to be invoiced yearly in advance.

Special Terms and Conditions No: OA1067-14

Your PO Reference:

CCRN Number: 0473100773

Product No.	Description	Serial No.	Coverage Period from: to:	Qty	Price/USD
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HPE Collaborative Remote Support
Basic Software Phone Support
Collaborative Call Managemnt
24 Hours, Day 1-7 Phone Supp
Standard Response Time

666157-B21	HP BL460c Gen8 E5-2670 2P 64GB Svr	MXQ3070327		1	3.14
666157-B21	HP BL460c Gen8 E5-2670 2P 64GB Svr	MXQ30701T1		1	3.14
666157-B21	HP BL460c Gen8 E5-2670 2P 64GB Svr	MXQ30701VB		1	3.14
666157-B21	HP BL460c Gen8 E5-2670 2P 64GB Svr	MXQ30701T3		1	3.14
666157-B21	HP BL460c Gen8 E5-2670 2P 64GB Svr	MXQ307032C		1	3.14
666157-B21	HP BL460c Gen8 E5-2670 2P 64GB Svr	MXQ30701SZ		1	3.14
507015-B21	HP BLc7000 1PH 6PS10Fan FI ROHS 16IC Kit	2S1312P18R		1	1.57
507015-B21	HP BLc7000 1PH 6PS10Fan FI ROHS 16IC Kit	2S1312P18P		1	1.57
666157-B21	HP BL460c Gen8 E5-2670 2P 64GB Svr	MXQ33908F5		1	3.14
666157-B21	HP BL460c Gen8 E5-2670 2P 64GB Svr	MXQ33908FL		1	3.14

Discounts

Government Header Discount % -20%	175.20-
Pre Payment HdrDisc% -2%	13.96-

***** Software Support *****

HPE Software Technical Unlimited Support
SW Technical Support
SW Electronic Support
24 Hrs Std Office Days
24 Hrs Day 6
24 Hrs Day 7
Holidays Covered
Standard Response

418241-B23	HP ZMOD HP IC Environment BL 16 LIC			1	22.74
	Please note HPE can no longer support this item from: 04/30/2021				
418241-B23	HP ZMOD HP IC Environment BL 16 LIC			1	22.74
	Please note HPE can no longer support this item from: 04/30/2021				

HPE Software Updates SVC
License to Use & SW Updates
HPE Recommended SW Upd Method
HPE Recommended Doc Upd Method

418241-B23	HP ZMOD HP IC Environment BL 16 LIC			1	34.50
	Please note HPE can no longer support this item from: 04/30/2021				
418241-B23	HP ZMOD HP IC Environment BL 16 LIC			1	34.50
	Please note HPE can no longer support this item from: 04/30/2021				

Please refer to the payment schedule for prices to be invoiced yearly in advance.

Special Terms and Conditions No: OA1067-14

Your PO Reference:

CCRN Number: 0473100773

Product No.	Description	Serial No.	Coverage Period from: to:	Qty	Price/USD
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Discounts

Government Header Discount % -20%	29.20-
Pre Payment HdrDisc% -2%	2.32-

Summary of Charges

Hardware Support	658.58
Hardware Support Tax OH	0.00
SW Updates eDelivery	69.00
SW Updates eDelivery Tax OH	0.00
Software Helpdesk Services	28.26
Software Helpdesk Services Tax OH	0.00
Software Support-Labor	45.48
Software Support-Labor Tax OH	0.00
TOTAL INCLUDING TAX	801.32

Taxes have been added at current rate, however, tax rates will be those in effect at the time of invoicing.
Total price includes all additions, deletions, warranties, discounts and adjustments if applicable.

Please refer to the payment schedule for prices to be invoiced yearly in advance.

Payment Schedule as of 12/05/2019

AMP ID: 500051852NBQ

Settlement Period from: From: 05/01/2020 to: 04/30/2021

Support Account Reference	05/01/2020	04/30/2021
COUNTY5318592418	9,615.84	
Total for the period		
WARREN COUNTY TELECOM	9,615.84	

Applicable tax to be added to the invoice.

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

Resolution

Number 20-0250

Adopted Date February 18, 2020

APPROVE AND ENTER INTO AGREEMENT WITH TALBERT HOUSE HEALTH CENTER, DBA CENTERPOINT HEALTH TO PROVIDE DENTAL SERVICES FOR THE WARREN COUNTY JAIL

BE IT RESOLVED, to approve and enter into an agreement with Talbert House Health Center, dba Centerpoint Health to provide dental services, when the contracted dental health provider is unavailable, to the Warren County Jail, on behalf of the Warren County Sheriff's Office. Agreement is attached hereto and made a part hereof.

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

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

Resolution adopted this 18th day of February 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a – Talbert House Health Center, dba Centerpoint Health
Sheriff (file)

Memorandum of Agreement
Talbert House Health Center dba Centerpoint Health and the
Warren County Sheriff's Office

This Memorandum of Agreement is made and entered into by and between Centerpoint Health, 231 N. Breiel Blvd. Middletown, Ohio 45042 and the Warren County, Ohio Board of Commissioners on behalf of Warren County Sheriff's Office, 406 Justice Drive, Lebanon, Ohio 45036 as of December 1, 2019. Centerpoint Health and the Warren County Sheriff's Office shall be referred to as the parties.

It is mutually agreed that Centerpoint Health will assist the Sheriff's Office in providing routine dental care to their inmates when they are unable to use their contracted dental provider in an effort to assist the community.

Centerpoint Health agrees to:

1. Assist the Warren County Sheriff's Office with inmates that are in need of dental services and would like for those to be provided by Centerpoint Health. Inmates will have access based upon the agreed schedule, attached to this agreement, incorporated in its entirety and marked as Exhibit A.
2. Billing for services: (refer to Exhibit A)
3. Provide dental screening and assessment services in accordance with Centerpoint policies and procedures to determine eligibility for Services within scope of services as defined in this agreement.
4. Provide care through Centerpoint Health dental staff, credentialed and privileged in accordance with HRSA requirements.
5. Provide documentation of care to patients within three (3) days following service delivery, through paper or electronic communication to ensure appropriate continuity of care and follow-up.
6. Maintain Commercial 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, and shall also carry automobile liability coverage with limits of \$1,000,000 Per Occurrence / Aggregate. Centerpoint shall carry statutory worker's compensation insurance as required by law and shall provide Warren County with certificates of insurance evidencing such coverage simultaneous with the execution of this Agreement. Cancellation or non-renewal of insurance shall be grounds to terminate this Agreement.
7. Performance Evaluation:
 - a. Evaluate service delivery and effectiveness of care on an annual basis or more frequently as needed;
 - b. Track referrals and effectiveness of care, using Centerpoint's referral tracking process with reports to Warren County Sheriff's Office on at least a semi-annual basis;
 - c. Use alternate measures for performance evaluation as deemed necessary by the Parties.
 - d. Collaborate on service delivery of care for inmates that will return back to the contracted dental provider for the Warren County Sheriff's Office.

Warren County Sheriff's Office agrees to:

1. Transport detainee(s) to Centerpoint Health Dental for dental care services, if services cannot be done on site at Warren County jail.
2. Coordinate schedule with Centerpoint Health dental services so a block of time can be obtained for detainee(s).
3. Keep environment safe so dental care can be provided in an efficient manner.
4. Provide 72 hours notice to Centerpoint Health in the event the block of time needs to be cancelled.
5. Provide any pertinent medical/dental information needed so Centerpoint can effectively provide care.

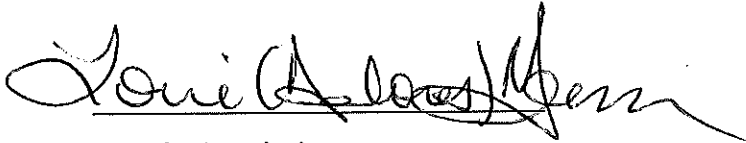
The Parties Mutually Agree:

1. That Centerpoint will provide dental services to detainees that are within the accepted standards of care.
2. That they understand and acknowledge the right of patients to choose healthcare and dental providers.
3. That Centerpoint will maintain proper clinical documentation consistent with generally-accepted standards for the level of dental care provided.
4. Ensure the availability of patient records as permitted by each party's medical record policies, and all applicable federal, state laws.
5. That all patients shall be accepted for services regardless of ability to pay and that eligibility for treatment shall not be limited solely on the basis of race, religion, color, national origin, age, weight, sex/sexual orientation, physical disability, political affiliation, insured status or financial status.
6. A sliding fee scale does exist for all patients of Centepoint. Former inmate detainees are certainly allowed to access this once out of custody with the Warren County jail for continued continuity of care for their dental needs. A sliding fee or discounted payment program for patients who are at or below 200% of the prevailing Federal Poverty Level (FPL) will be provided and that patients at or below 100% of the FPL guidelines will not be charged or will be billed a nominal charge for services.
7. That we will honor the agreed upon charges to coordinate dental care for detainees.
8. This understanding is governed by the laws of the State of Ohio. Any disputes that arise hereunder shall be resolved in a court of competent jurisdiction located in Warren County, Ohio.
9. That this document does not establish an exclusive arrangement or relationship between the Parties. Each party remains as an independent entity and is free to pursue additional opportunities.
10. The term of this agreement shall be from December 1, 2019, through April 30, 2020. Either party may terminate this agreement for convenience by providing advanced written notice to the other party; all invoices shall be paid for services rendered prior to termination date.

Accepted and Agreed to by:

Talbert House Health Center
dba Centerpoint Health

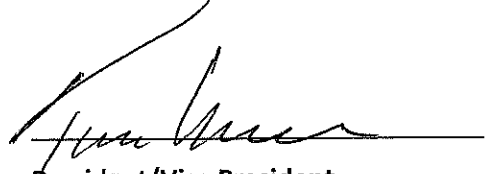
Warren County Board
of County Commissioners



Lorie (Dolores) Glenn

CEO

Date: 12/18/19

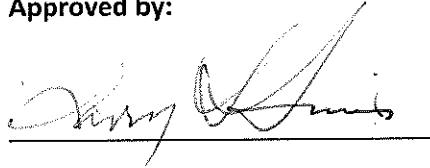


President/Vice President

Resolution # 20-0250

Date: 2/18/2020

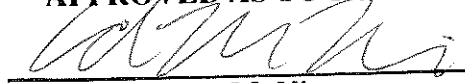
Approved by:



Sheriff Larry L. Sims

Date: 12-18-19

APPROVED AS TO FORM



Adam M. Nice
Asst. Prosecuting Attorney

EXHIBIT A

Diagnostic Code	Diagnostic Description	Charge
D0150	Comprehensive Exam	\$60.00
D0120	Periodic Exam	\$50.00
D0140	Limited Exam	\$50.00

Xrays Codes	Xray Descriptions	Charge
D0220	Periapical Film-Single	\$20.00
D0230	Additional Periapical Film-Single	\$20.00
D0330	Panoramic Film (off site)	\$60.00
D0350	Oral/facial Images	\$20.00

Restorative Codes	Restorative Descriptions	Charge
D2330	1 Surface Composite Resin: Anterior	\$70.00
D2331	2 Surface Composite Resin: Anterior	\$80.00
D2332	3 Surface Composite Resin: Anterior	\$90.00
D2335	4+ Surface Composite Resin: Anterior	\$95.00
D2391	1 Surface Composite Resin: Posterior	\$70.00
D2392	2 Surface Composite Resin: Posterior	\$80.00
D2393	3 Surface Composite Resin: Posterior	\$90.00
D2394	4+ Surface Composite Resin: Posterior	\$95.00

Oral Surgery	Oral Surgery Description	Charge
D7140		\$80.00
D7210		\$100.00
D7250		\$85.00
D7310		\$80.00

Prophylaxis Code	Description	Charge
D0110	Prophylaxis	\$60.00

AFFIDAVIT OF NON COLLUSION

STATE OF Ohio
COUNTY OF Warren

I, Lorie (Dolores) Glenn, holding the title and position of Chief Executive Officer at the firm Centerpoint Health, affirm that I am authorized to speak on behalf of the company, board directors and owners in setting the price on the contract, bid or proposal. I understand that any misstatements in the following information will be treated as fraudulent concealment of true facts on the submission of the contract, bid or proposal.

I hereby swear and depose that the following statements are true and factual to the best of my knowledge:

The contract, bid or proposal is genuine and not made on the behalf of any other person, company or client, INCLUDING ANY MEMBER OF THE WARREN COUNTY BOARD OF COMMISSIONERS.

The price of the contract, bid or proposal was determined independent of outside consultation and was not influenced by other companies, clients or contractors, INCLUDING ANY MEMBER OF THE WARREN COUNTY BOARD OF COMMISSIONERS.

No companies, clients or contractors, INCLUDING ANY MEMBER OF THE WARREN COUNTY BOARD OF COMMISSIONERS have been solicited to propose a fake contract, bid or proposal for comparative purposes.

No companies, clients or contractors, INCLUDING ANY MEMBER OF THE WARREN COUNTY BOARD OF COMMISSIONERS have been solicited to refrain from bidding or to submit any form of noncompetitive bidding.

Relative to sealed bids, the price of the bid or proposal has not been disclosed to any client, company or contractor, INCLUDING ANY MEMBER OF THE WARREN COUNTY BOARD OF COMMISSIONERS, and will not be disclosed until the formal bid/proposal opening date.

Lorie (Dolores) Glenn

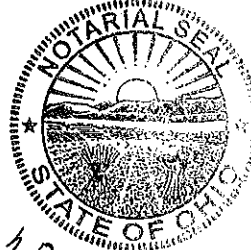
AFFIANT

Subscribed and sworn to before me this 15 day of January 20 20

Diane Sheltrown
(Notary Public),

Warren County.

My commission expires 09/20 20 20



DIANE SHELTRON
Notary Public, State of Ohio
My Commission Expires 09-20-2020

Resolution

Number 20-0251

Adopted Date February 18, 2020

AUTHORIZE THE VICE PRESIDENT OF THE BOARD TO SIGN KEY RELEASE AND TERMS OF USE AGREEMENT WITH THE STATE OF OHIO, DEPARTMENT OF ADMINISTRATIVE SERVICES ON BEHALF OF WARREN COUNTY TELECOMMUNICATIONS AND AUTHORIZE TELECOMMUNICATIONS DIRECTOR PAUL KINDELL AND TELECOMMUNICATIONS RADIO TASK UNIT MEMBERS GARY HARDWICK, GLENN MCKEEHAN & COREY BURTON TO SIGN SAID AGREEMENT FOR MULTI-AGENCY RADIO COMMUNICATIONS SYSTEMS (MARCS) MOBILE VOICE DELIVERY SYSTEM (MVDS) ADVANCED SYSTEM KEYS (ASK)

BE IT RESOLVED, to authorize the Vice President of the Board to sign Key Release and Terms of Use Agreement with The State of Ohio, Department of Administrative Services on behalf of Warren County, and authorize the Telecommunication's Director Paul Kindell as well as Gary Hardwick, Glenn McKeehan & Corey Burton to sign Key Release and Terms of Use agreement for the MARCS Advanced System Key Release; copy of said agreement attached hereto and a part hereof.

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

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

Resolution adopted this 18th day of February 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—Ohio Department of Administrative Services (ODAS)
Telecom (file)



Department of Administrative Services

KEY RELEASE AND TERMS OF USE

Mike DeWine, Governor
Jon Husted, Lt. Governor

Matt Damschroder, Director

To: Warren County Telecommunications
500 Justice Dr
Lebanon, OH 45036
From: Rick Schmahl, Program Director; Ohio MARCS
Date: January 29, 2020
Re: MARCS Mobile Voice Delivery System Advanced System Key

By its signature below Warren County Telecommunications, 500 Justice Dr, Lebanon, OH 45036 ("Recipient"), represented by Director Paul Kindell ("Point of Contact"), acknowledges receipt of the following Ohio Multi-Agency Radio Communication System (MARCS) Mobile Voice Delivery System (MVDS) Advanced System Keys (ASK):

Dongle(s);

- Options for key types: E F Johnson - ESK Slave Key, Harris - Advanced Access Control (AAC) - Distribution Key, Kenwood - Advance Network Key - Access Level, Motorola Advanced System Key - Daughter Key, RELM - Advanced System Key - Child Key, TAIT - Advanced System Key - Pass Key. Includes checkboxes for Unlimited Programming key(s) and Cloning Only key(s) with blank lines for quantity.

Specific information for each MVDS Programming Keys, including serial numbers and expiration dates, are contained in Exhibit A, attached upon completion of programming and signature receipt of the agency.



TERMS OF USE:

Recipient acknowledges the security of the MARCS MVDS ASK is critical to the integrity, functionality and security of the Ohio MARCS. As long as it possesses a MARCS MVDS ASK, Recipient agrees to the following requirements and responsibilities:

- 1.) Recipient agrees to keep confidential all MARCS MVDS ASK in its possession at all times. Recipient shall secure all MARCS MVDS ASKs by securing them in a locked drawer or office when not being used for programming. MARCS reserves the right to audit Recipient's security and the MARCS MVDS ASK storage status at any time.
- 2.) Point of Contact shall maintain the confidentiality of all MARCS MVDS ASKs in Recipient's possession and shall be responsible for the overall security of such MARCS MVDS ASKs. Personnel of Recipient may utilize a MARCS MVDS ASK only under direction of Point of Contact. If Recipient assigns a Full Use or daughter key to a person other than the Point of Contact, the person must sign a copy of this document prior to possession and/or use of the key acknowledging they have read the terms of use. The signed document must be delivered to the MARCS Program Office immediately. Any additional users shall not utilize the MARCS MVDS ASKs until authorized by MARCS.
- 3.) Recipient shall notify MARCS immediately of any change in personnel. Any unauthorized sharing or copying of the MARCS MVDS ASKs and/or related documentation, publicizing of the MARCS MVDS ASKs, or any other use of the MARCS MVDS ASKs not specifically enumerated herein is expressly prohibited.
- 4.) Any violation of these terms of use may result in in MARCS program administrative action, up to and including termination of the right to possess MARCS MVDS ASKs. MARCS may seek to prosecute violators pursuant to Section 2913.04 of the Ohio Revised Code and/or other appropriate charges found in the Ohio law.
- 5.) Where authorized by MARCS, Recipient may perform template creation, cloning of radios, updating and creation of new radio programming, and stand up of new radios on an unlimited basis by programming staff for use on all radios domiciled with the Recipient or managed by the Recipient's communications staff, utilizing the MARCSIP Statewide Voice Communication System.

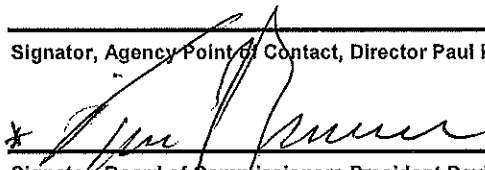
No other use of any MARCS MVDS ASK is permitted.

Prohibited uses include but are not limited to: renaming MARCS owned talkgroups; adding other MARCS user agency talkgroups without written permission of both the MARCS user agency and MARCS; and/or making any other system information changes.

- 6.) Recipient and its personnel **SHALL NOT** utilize MARCS MVDS ASKs for ANY radio without the prior knowledge of the MARCS MVDS radio programming staff.
- 7.) Recipient shall provide MARCS, upon request, a copy of Code Plug files for any radios they program a MARCS presence into, by serial number, after the final programming.
- 8.) Recipient's use of the MARCS MVDS ASKs includes the programming or reprogramming of radios belonging to any MARCS user agency, where permission is granted by the affected Agency and MARCS, in writing. Example – ODNR local radios.
- 9.) MARCS shall work with Mutual Aid Partners to provide MARCS MVDS ASKs "daughter" capability to allow the programming of Mutual Aid Partner templates into their radios.
- 10.) MARCS will work diligently with Recipient to ensure required keys are renewed or replaced in a timely fashion.
- 11.) Recipient's MARCS MVDS ASK will expire on **April 30, 2021**. Upon request, MARCS will reprogram Recipient's MARCS MVDS ASKs in a timely fashion.
- 12.) This Terms of Use contains the entire agreement between the parties hereto and shall not be modified, amended or supplemented, or any rights herein waived, unless specifically agreed upon in writing by the parties hereto. This Term of Use supersedes all previous documents, whether written or oral, between the parties.
- 13.) This Terms of Use shall be governed, construed and interpreted in accordance with the laws of the State of Ohio.
- 14.) All MARCS MVDS ASKs in possession of Recipient will be returned to MARCS upon any of the following occurrences:
 - a. Termination of the Recipient's subscription agreement with MARCS;
 - b. Proven violations of the terms of use are found; or
 - c. Termination of current employment position of Recipient's Point of Contact.

A copy of this signed agreement will be kept on file at: DAS/OIT/MARCS, 4200 Surface Road, COLUMBUS, OH 43228

The parties have signed below as evidence of their agreement with the terms of use:

_____ Signator, Agency Point of Contact, Director Paul Kindell	_____ Date
*  Signator, Board of Commissioners President David G Young Vice President, Tom Grossmann	2/18/2020 Date
_____ Rick Schmahl, MARCS Program Director	_____ Date

Recipient Communications Programming Personnel:

I hereby acknowledge I have read and understand the terms of use for the MARCS MVDS ASK:

1. PRINT NAME: Director Paul Kindell


Signature: _____ Date: _____

2. PRINT NAME: _____

Signature: _____ Date: _____

3. PRINT NAME: _____

Signature: _____ Date: _____

APPROVED AS TO FORM

Adam M. Nice
Asst. Prosecuting Attorney

4. PRINT NAME: _____

Signature: _____ Date: _____

5. PRINT NAME: _____

Signature: _____ Date: _____

6. PRINT NAME: _____

Signature: _____ Date: _____

7. PRINT NAME: _____

Signature: _____ Date: _____

8. PRINT NAME: _____

Signature: _____ Date: _____

9. PRINT NAME: _____

Signature: _____ Date: _____

10. PRINT NAME: _____

Signature: _____ Date: _____

Resolution

Number 20-0252

Adopted Date February 18, 2020

APPROVE CHANGE ORDER NO. 1 TO THE CONTRACT WITH BUILDING CRAFTS INC. FOR THE CONSTRUCTION OF THE WAYNESVILLE REGIONAL WWTP IMPROVEMENTS PROJECT, PURCHASE ORDER NO. 25506.

WHEREAS, this Board on October 9, 2018 entered into a Contract with Building Crafts, Inc. for upgrades to the Waynesville Regional Wastewater Treatment Plant.; and

WHEREAS, Warren County Water and Sewer Department is requesting Building Crafts, Inc. to perform additional work items not contained within the Contract; and

WHEREAS, a Change Order and Purchase Order modification is necessary in order to accommodate said changes; and

NOW THEREFORE IT IS RESOLVED:

1. Approve Change Order No. 1 to the Contract with Building Crafts, Inc., increasing Purchase Order No. 25506 by \$79,391 and creating a new Contract and Purchase Order price in the amount of \$ 2,696,391.
2. By said Change Order, attached hereto and made part hereof, all costs and work associated with the change shall be incorporated into the Contract.
3. That the Board execute and sign Change Order No. 1 of the Contract with Building Crafts, Inc. for the construction of the Waynesville Regional WWTP Improvements Project.

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

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

Resolution adopted this 18th day of February 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
C/A— Building Crafts, Inc.
Water/Sewer (file)
Project File



Warren County
Water & Sewer Dept.

406 Justice Drive
Lebanon, Ohio 45036
Phone: (513) 695-1377
FAX (513) 695-2995

CHANGE ORDER

DATE: January 16, 2020

Change Order Number 1

Project Name: Waynesville Regional WWTP Improvements Project

ITEM	DESCRIPTION	ADDITIONS	DELETIONS	CONTRACT TIME IMPACT
1	Electrical Conduit for Influent Pump Station Furnish and provide all labor, equipment, and materials to install a 2-inch conduit from the switchboard in the Electrical Building to the Influent Pump Station (Attachment A)	\$6,088.00		None
2	Aeration Building Masonry Work Remove two existing windows and fill window openings with cement masonry block (Attachment B).	\$4,334.00		None
3	Electrical Conduit for Effluent Sampler Furnish and provide all labor, equipment, and materials for the extension of a 1-inch conduit and wiring from the pretreatment electrical junction box to the effluent sampler station (Attachment C)	\$1,828.00		None
4	Additional Exterior Painting Provide and furnish all labor, equipment, and materials necessary to paint the exterior of the electrical building, storage garage, and Aeration Tank No. 1. (Attachment D)	\$16,779.00		None
5	Exterior Lighting Fixtures Provide and furnish all labor, equipment, and materials to demolish two existing exterior light fixtures, and replace three additional exterior light fixtures (Attachment E).	\$5,785.00		None
6	Adjust Drilled Pier Location Provide and furnish all labor, equipment, and materials necessary to move the drilled pretreatment pier a minimum 6-inches away from the existing 14-inch influent force main (Attachment F).	\$1,655.00		None
7	Revise Screen Structure Decking Provide and furnish all labor, equipment, and materials to modify the pretreatment influent channel exterior wall. The changes include additional dowels and concrete required to extend the wall to be consistent with the designed improvements (Attachment G).	\$3,301.00		None
8	Secondary Clarifier Weir Adjustment Furnish and provide all labor, equipment, and materials necessary to level and adjust Clarifier No. 1 weirs and scum baffles to obtain even flow over the structure. (Attachment H)	\$5,007.00		None
9	Pretreatment Sidewalk Expansion Furnish and provide all labor, equipment, and materials necessary to expand the sidewalk around the pretreatment structure to allow the easy movement of trash carts and dumpsters (Attachment I).	\$4,713.00		None

10	Electrical Building Sidewalk Expansion Provide all labor, equipment, and materials necessary to remove and replace the existing damaged sidewalk along the electrical building and to raise the existing grade to eliminate drainage issues (Attachment J)	\$14,890.00		None
11	Additional Aeration Pipe Painting Furnish and provide all labor, equipment, and materials necessary to paint the exterior aeration piping (Attachment K)	\$3,675.00		None
12	Replace Existing Louver Furnish and provide all labor, equipment, and materials necessary to replace the existing wall louver in the sodium hypochlorite storage room. The existing louver is damaged and requires replacement (Attachment L)	\$640.00		None
13	Sludge Tranfer Pump & Plant Sampler Controls Upgrade Furnish and provide all labor, equipment, and materials necessary to provide automated controls for the sludge transfer pumps and plant samplers (Attachment M).	\$10,696		None

Sums of the ADDITIONS and DELETIONS

\$79,391

\$ 0

TOTALS FOR THIS CHANGE ORDER

\$79,391

Original contract price \$2,617,000

Current contract price adjusted by previous change orders \$ 2,617,000

The Contract price due to this change order will be increased by \$79,391

The New contract price including this change order will be \$ 2,696,391

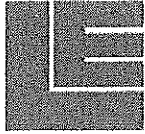
The contract time will be increased by 0 calendar days.

Acceptance of this Change Order by the contractor constitutes final settlement of all matters relating to the change in Work that is the subject of the Change Order, including but not limited to, all direct, indirect and cumulative costs and schedule impacts associated with such change and any and all adjustments to the Contract Sum or Price and the extension of the Contract completion time.

Rob Bunkerhauer 1/23/2020
 Contractor's Signature Date
Choy Bunch 1/30/2020
 Warren County Sanitary Engineer Date

[Signature] 2/18/2020
 Warren County Commissioner Date
[Signature] 2/18/2020
 Warren County Commissioner Date
[Signature] 2/18/2020
 Warren County Commissioner Date

ATTACHMENT A



Lake Erie Electric, Inc.
Contractors and Engineers

OH Lic. # 26769

360 Industrial Drive, Franklin, Ohio 45005 Phone: 937-743-1220 Fax: 937-743-1227

Established 1952

Building Crafts Inc,
2 Rosewood Drive,
Wilder, KY 41076

ATTENTION:

SUBJECT: RFCP #01 - Run new 2" feed from existing SWBD in electric room outside to existing manhole, transition to PVC from Electrical bldg. manhole to influent pump station manhole, run exposed conduit from old IPS panel to existing disconnect switch on influent pump concrete pad.

Dear Mr. Birkenhauer:

In accordance with your request, Lake Erie Electric, Inc. is pleased to submit the following cost for the work associated with the above referenced change request. Please see pricing below for the additions.

RFCP 01 Pricing-----\$5,798.00

Respectfully,

Lake Erie Electric, Inc.

Matt Davis
Estimator/Project Manager

**CHANGE ORDER SUMMARY
LAKE ERIE ELECTRIC**

Project: WAYNESVILLE WWTP
Estm: DAVIS

START DATE
FINISH DATE

Est. No.
Date: 4/2/2019

P/S No.	DESCRIPTION	SUBCONTRACT	EQUIP	MATERIAL	LABOR HOURS	
Sheet 1	RCP #01 - extend feeder on E-101-01 note 2 from SWBD to influent pump station			\$ 1,913.00	45	
			\$0.00			
			\$0.00			
		\$0.00	\$0.00	\$1,913.00	45	
3%	MATERIAL				\$1,913.00	
	MATERIAL - MISC.				\$57.39	
	OTHER				\$0.00	
0.0%	SALES TAX				\$0.00	
MATERIAL TOTAL					\$1,970.39	
<i>Base Rate & Fringes</i>			HOURS	RATE	TOTAL	
	JOURNEYMAN			30.15		
	FOREMAN HOURS		0	33.17		
	GENERAL FOREMAN HOURS		45	34.67	\$1,560.15	
	APPRENTICE		0	44.82		
	JOURNEYMAN PREMIUM		0	40.50		
	FOREMAN PREMIUM		0	44.55		
	GENERAL FOREMAN PREMIUM		0	46.58		
	APPRENTICE PREMIUM		0	26.33		
10%	NPL HOURS		5	26.50	\$114.76	
SUBTOTAL					\$1,674.90	
20.55% INSUR. & TAXES					\$344.19	
LABOR TOTAL					\$2,019.09	
<i>OTHER DIRECT COST</i>						
5.5%	ADMINISTRATIVE PROCESSING				\$0.00	
	ENGINEERING				\$0.00	
	SMALL TOOLS & CONSUMABLES				\$111.06	
	FREIGHT				\$0.00	
	JW FRINGES			\$19.58	\$0.00	
	FORE. FRINGES			\$19.73	\$0.00	
	GF FRINGES			\$19.01	\$691.45	
	APPRENTICE FRINGES					
OTHER DIRECT COST TOTAL					\$1,002.50	
LABOR TOTAL					\$3,021.59	
MATERIAL TOTAL					\$1,970.39	
SUBCONTRACTS ESTIMATED					\$0.00	
RENTAL EQUIPMENT					\$0.00	
1	DELIVERY TRIP, FRANKLIN OFFICE	\$0.00 /TRIP			\$0.00	
TOTAL JOB COST					\$4,991.98	
15.0%	MARK-UP OF COST				748.80	
	BASE LABOR				0.00	
0.0%	MATERIAL				0.00	
5.0%	RENTAL				0.00	
5.0%	SUBCONTRACT				N/A	
0.0%	OTHER DIRECT COST (Tools from Equip. column)				0.00	
TOTAL MARK UP					\$748.80	
Estimate Checklist			ESTIMATE SUB TOTAL		\$5,740.78	
All contract requirements have been reviewed. The following are special requirements.			1%	Bond	\$57.41	
			ESTIMATE TOTAL		\$5,798	
APPROVED BY			SQUARE FOOT	0	Start Date	Finish Date
			PRICE PER SQ FT		0-Jan-00	0-Jan-00
			LABOR HRS / SQ F		Months	0.0
					Average Men	0.00

	Description	Quantity	Net Cost	Unit	Total Material	Labor	Unit	Total Hours
1	2" COUPLING - RMC - GALV	4	427.30	C	17.09	0.00	C	0.00
2	2" ELBOW 90 DEG - RMC - GALV	2	1,498.23	C	29.96	44.40	C	0.89
3	2" CONDUIT - RMC - ALUM	70	327.56	C	229.29	11.70	C	8.19
4	2" COUPLING - RMC - ALUM	4	529.29	C	21.17	0.00	C	0.00
5	2" ELBOW 90 DEG - RMC - ALUM	2	2,384.37	C	47.69	67.50	C	1.35
6	2" CONN THRD HUB INSUL - RMC - ALUM	2	465.20	C	9.30	37.50	C	0.75
7	2" TYPE LB STD CONDUIT BODY W/ CVR & GSKT -	2	29.39	E	58.78	2.03	E	4.06
8	2" 1-H STRAP - EMT - STEEL	2	229.67	C	4.59	13.80	C	0.28
9	2" FLEX - ALUMINUM	3	327.88	C	9.84	22.20	C	0.67
10	2" CONN FLEX DC SQUEEZE STRAIGHT	2	653.60	C	13.07	37.50	C	0.75
11	2" CONDUIT - PVC40	60	44.48	C	26.69	11.40	C	6.84
12	# 4 THHN BLACK	143	636.00	M	90.95	15.30	M	2.19
13	#4/0 THHN BLACK	426	3,002.00	M	1,278.85	32.40	M	13.80
14	1/4" POLYROPE (M)	66	0.00	M	0.00	4.50	M	0.30
15	1/4-20x 1 3/4 WEDGE ANCHOR - 1 1/8" MIN DEPTH	2	0.00	C	0.00	12.00	C	0.24
16	2" DIAM CORE 12" THICK WALL	1	15.00	E	15.00	1.00	E	1.00
17	2" RMC ALUM SUPPORTS	9	510.00	C	45.90	36.00	C	3.24
18	2"x1 1/2" BASE SPACER	8	188.72	C	15.10	1.00	C	0.08
	Totals	808			1,913.28			44.62

Brusch, Chris G.

From: Rob Birkenhauer [rbirkenhauer@buildingcrafts.com]
Sent: Thursday, April 04, 2019 5:13 PM
To: Palaniswamy, Dinesh
Cc: Schafer, Debbie; Murphy, Chris
Subject: [EXTERNAL] RE: Waynesville WWTP Improvements Project - RFCP - 01
Attachments: LEE Proposal CO RCP #01 - 2 inch feeder from Elec. SWBD to influent pum....pdf

Dinesh – The cost for this proposal is \$6,088. Attached is Lake Erie’s Proposal. Let me know if there are any questions or concerns.

Thanks,
Rob

From: Palaniswamy, Dinesh [mailto:Dinesh.Palaniswamy@jacobs.com]
Sent: Monday, April 01, 2019 1:27 PM
To: Rob Birkenhauer <rbirkenhauer@buildingcrafts.com>; kgreen@lakeerieelectric.com
Cc: Schafer, Debbie <Debbie.Schafer@jacobs.com>; Murphy, Chris <Chris.Murphy@jacobs.com>
Subject: Waynesville WWTP Improvements Project - RFCP - 01

Rob,

Please provide a cost proposal to the attached RFCP 01.

Thanks!
Dinesh

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Brausch, Chris G.

From: Rob Birkenhauer [rbirkenhauer@buildingcrafts.com]
Sent: Thursday, May 23, 2019 4:52 PM
To: Schafer, Debbie; Brausch, Chris G.
Cc: Murphy, Chris; Palaniswamy, Dinesh; AJ Gross; Squire, Greg A.; Saeid Mohamed (smohamed@raconsultantsllc.com)
Subject: RE: Waynesville Regional WWTP Improvements, RFCP 02

Chris – As discussed in the meeting, there was an \$1,800 credit for not tooting the block (just filling in the void) and a \$1500 deduct for the existing work. The total for the change that we agreed upon was **\$4,334.00**.

I gave Hicon the go ahead as discussed and they are scheduled to complete the work next week.

Thanks,
Rob

From: Rob Birkenhauer
Sent: Tuesday, May 21, 2019 9:32 AM
To: 'Schafer, Debbie' <Debbie.Schafer@jacobs.com>; 'Brausch, Chris G.' <Chris.Brausch@co.warren.oh.us>
Cc: 'Murphy, Chris' <Chris.Murphy@jacobs.com>; 'Palaniswamy, Dinesh' <Dinesh.Palaniswamy@jacobs.com>; AJ Gross <agross@buildingcrafts.com>; 'Greg.squire@co.warren.oh.us' <Greg.squire@co.warren.oh.us>; Saeid Mohamed (smohamed@raconsultantsllc.com) <smohamed@raconsultantsllc.com>
Subject: RE: Waynesville Regional WWTP Improvements, RFCP 02

Debbie/Chris,

The mason informed me that they have an opening in their schedule this week and next week but if I could not give him the go ahead this week, he wouldn't be available until August. Do you think we could get an answer in the next couple of days to get him completed if we move forward with the change?

Thanks,
Rob

From: Rob Birkenhauer
Sent: Monday, May 20, 2019 4:20 PM
To: 'Schafer, Debbie' <Debbie.Schafer@jacobs.com>
Cc: Murphy, Chris <Chris.Murphy@jacobs.com>; Palaniswamy, Dinesh <Dinesh.Palaniswamy@jacobs.com>; 'Brausch, Chris G.' <Chris.Brausch@co.warren.oh.us>
Subject: RE: Waynesville Regional WWTP Improvements, RFCP 02

Debbie – See attached costs for HICON masonry to pull out and fill in the two windows. Please let me know if we are able to proceed with this work.

Thanks,
Rob

From: Schafer, Debbie [mailto:Debbie.Schafer@jacobs.com]
Sent: Wednesday, May 15, 2019 9:00 AM
To: Rob Birkenhauer <rbirkenhauer@buildingcrafts.com>
Cc: Murphy, Chris <Chris.Murphy@jacobs.com>; Palaniswamy, Dinesh <Dinesh.Palaniswamy@jacobs.com>; 'Brausch,

Chris G.' <Chris.Brausch@co.warren.oh.us>

Subject: Waynesville Regional WWTP Improvements, RFCP 02

Rob,

Please provide a cost proposal in accordance with the attached RFCP 02. Please advise if you have any questions.

Thanks.

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Jacobs' Energy, Chemicals and Resources business is now part of Worley

REQUEST FOR INFORMATION

LAKE ERIE ELECTRIC INC.
360 INDUSTRIAL DRIVE

FRANKLIN, OHIO 45005
Fax : 937-743-1227
Phone 937-743-1220

RFI# 05
Date of Request : 8/22/19
Reply Required By : _____
Job Name : Waynesville WWTP
Job Number : 1018-1016

To : Rob Birkenhauer - Building Cafs

By : Matt Davis

Firm : Jacobs engineering

- Scope Clarification
- Cost Adjustment Possible
- Additional Time Required
-

Drawing Number : ES-101
Location / Level: _____
Detail Number : _____
Spec. Number : _____
Attachments : ES-101

Reference:

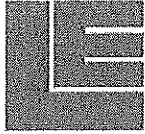
Request :

See attached Electrical Site drawing. Per discussion with the plant operator, a 1" conduit for power to the Effluent Sampler is needed. Lake Erie is propising a 1" pvc conduit underground with 3 #10 conductors from the Electrical Building to the Effluent structure. Please see attached proposal for approval.

Reply :

By :

Date :



Lake Erie Electric, Inc.
Contractors and Engineers

OH Lic. # 26769

360 Industrial Drive, Franklin, Ohio 45005 Phone: 937-743-1220 Fax : 937-743-1227

Established 1952

Building Crafts Inc,
2 Rosewood Drive,
Wilder, KY 41076

ATTENTION: Rob Birkenhauer

SUBJECT: RFCP #02 - Run new 1" conduit with power conductors from electrical building to effluent sampler.

Dear Mr. Birkenhauer:

In accordance with your request, Lake Erie Electric, Inc. is pleased to submit the following cost for the work associated with the above referenced change request. Please see pricing below for the additions.

RFCP 02 Pricing-----\$1,741.00

Respectfully,

Lake Erie Electric, Inc.

Matt Davis
Estimator/Project Manager

PROJ WAYNESVILLE WWTP
 TASK RCP #02 - run new 1" conduit from elec building to effluent

EST. No. 1018-1016-02
 DWG. No. ES-101/RFI #5

PAGE 1
 DATE 8/22/2019

LINE	DESCRIPTION	QUANTITY	MATERIAL			LABOR		
			PRICE	PER	EXTENSION	MAN HRS.	PER	EXTENSION
	See attached takeoff	1	190.00	E	190.00	20.00	E	20.00
This Page TOTAL		\$0	\$0		\$0	MATERIAL \$190		LABOR 20

**CHANGE ORDER SUMMARY
LAKE ERIE ELECTRIC**

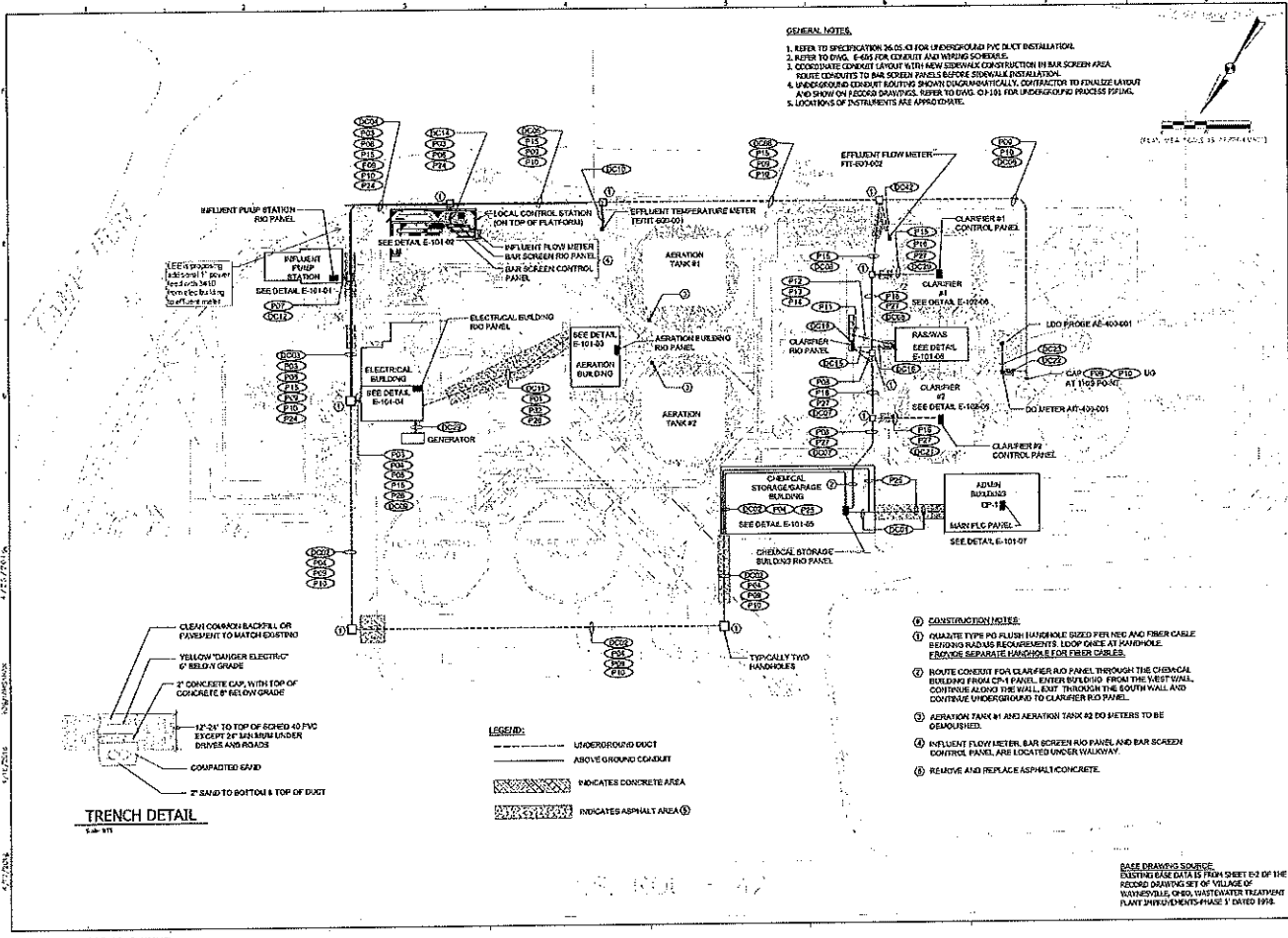
Project: WAYNESVILLE WWTP
Estm: DAVIS

START DATE
FINISH DATE

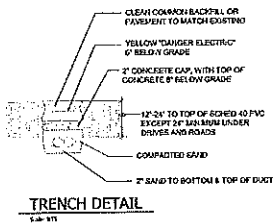
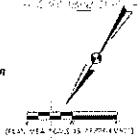
Est. No.
Date: 8/22/2019

P/S No.	DESCRIPTION	SUBCONTRACT	EQUIP	MATERIAL	LABOR HOURS	
Sheet 1	RCP #02 - run new 1" conduit from elec building to effluent			\$ 190.00	20	
			\$0.00			
			\$0.00			
			\$0.00			
		\$0.00	\$0.00	\$190.00	20	
	MATERIAL				\$190.00	
3%	MATERIAL - MISC.				\$5.70	
	OTHER				\$0.00	
0.0%	SALES TAX				\$0.00	
MATERIAL TOTAL					\$195.70	
<i>Base Rate & Fringes</i>			HOURS	RATE	TOTAL	
	JOURNEYMAN			30.16		
	FOREMAN HOURS		20	33.17	\$683.40	
	GENERAL FOREMAN HOURS		0	34.67		
	APPRENTICE		0	44.82		
	JOURNEYMAN PREMIUM		0	40.50		
	FOREMAN PREMIUM		0	44.55		
	GENERAL FOREMAN PREMIUM		0	46.58		
	APPRENTICE PREMIUM		0	26.33		
10%	NPL HOURS		2	25.50	\$51.00	
SUBTOTAL					\$714.40	
20.55% INSUR. & TAXES					\$146.81	
LABOR TOTAL					\$881.21	
<i>OTHER DIRECT COST</i>						
	ADMINISTRATIVE PROCESSING				\$0.00	
	ENGINEERING				\$0.00	
5.5%	SMALL TOOLS & CONSUMABLES				\$47.37	
	FREIGHT				\$0.00	
	JW FRINGES			\$19.58	\$0.00	
	FORE. FRINGES			\$19.73	\$394.60	
	GF FRINGES			\$19.81	\$0.00	
	APPRENTICE FRINGES				\$0.00	
OTHER DIRECT COST TOTAL					\$441.97	
	LABOR TOTAL				\$1,303.18	
	MATERIAL TOTAL				\$195.70	
	SUBCONTRACTS ESTIMATED				\$0.00	
	RENTAL EQUIPMENT				\$0.00	
1	DELIVERY TRIP, FRANKLIN OFFICE	\$0.00 /TRIP			\$0.00	
TOTAL JOB COST					\$1,498.88	
15.0%	MARK-UP OF COST				224.83	
	BASE LABOR				0.00	
0.0%	MATERIAL				0.00	
5.0%	RENTAL				0.00	
5.0%	SUBCONTRACT				N/A	
0.0%	OTHER DIRECT COST (Tools from Equip. column)				0.00	
TOTAL MARK UP					\$224.83	
Estimate Checklist			ESTIMATE SUB TOTAL		\$1,723.71	
All contract requirements have been reviewed. The following are special requirements.			1%	Bond	\$17.24	
			ESTIMATE TOTAL		\$1,741	
APPROVED BY			SQUARE FOOT	0	Start Date	Finish Date
			PRICE PER SQ FT		0-Jan-00	0-Jan-00
			LABOR HRS / SQ F'		Months	0.0
					Average Men	0.00

	Description	Quantity	Net Cost	Unit	Total Material	Labor	Unit	Total Hours
1	1" CONDUIT - PVC40	200	46.00	C	92.00	6.60	C	13.20
2	1" ELBOW 90 DEG - PVC40	1	81.93	C	0.82	33.00	C	0.33
3	1" COUPLING - PVC	2	18.02	C	0.36	0.00	C	0.00
4	PVC CEMENT ALL-WEATHER (1-PINT)	1	6.78	E	6.78	0.75	E	0.75
5	#10 THHN BLACK	630	143.00	M	90.09	8.48	M	5.34
6	1/4" POLYROPE (M)	220	0.00	M	0.00	4.50	M	0.99
7	PVC CLEANER (1-PINT)	1	0.00	E	0.00	0.00	E	0.00
	Totals	1,055			190.05			20.61



- GENERAL NOTES:**
1. REFER TO SPECIFICATION 36.05.03 FOR UNDERGROUND PVC DUCT INSTALLATION.
 2. REFER TO DWG. 6-655 FOR CONDUIT AND WIRING SCHEDULES.
 3. COORDINATE CONDUIT LAYOUT WITH NEW SIDEWALK CONSTRUCTION IN BAR SCREEN AREA. ROUTE CONDUITS TO BAR SCREEN PANELS BEFORE SIGNATURE INSTALLATION.
 4. UNDERGROUND CONDUIT ROUTINGS SHOWN CIRCUMFERENTIALLY. CONTRACTOR TO FINALIZE LAYOUT AND SHOW ON RECORD DRAWINGS. REFER TO DWG. 03-101 FOR UNDERGROUND PROCESS TYPICAL.
 5. LOCATIONS OF INSTRUMENTS ARE APPROXIMATE.



- LEGEND:**
- UNDERGROUND DUCT
 - ABOVE GROUND CONDUIT
 - ▨ INDICATES CONCRETE AREA
 - ▩ INDICATES ASPHALT AREA

- CONSTRUCTION NOTES:**
1. QUANTITY TYPE PG FLUSH HANDBOLES SIZED PER NEC AND FIBER CABLE BENDING RADIUS REQUIREMENTS. LEAD SPACE AT HANDBOLES. PROVIDE SEPARATE HANDBOLES FOR FIBER CABLES.
 2. ROUTE CONDUIT FOR CLARIFIER R/O PANEL THROUGH THE CHEMICAL STORAGE BUILDING FROM CP-4 PANEL. ENTER BUILDING FROM THE WEST WALL. CONTINUE ALONG THE WALL, EXIT THROUGH THE SOUTH WALL AND CONTINUE UNDERGROUND TO CLARIFIER R/O PANEL.
 3. AERATION TANK #1 AND AERATION TANK #2 DO NOT EXIST TO BE DEMOLISHED.
 4. INFLUENT FLOW METER, BAR SCREEN R/O PANEL, AND BAR SCREEN CONTROL PANEL ARE LOCATED UNDER VALWAYWAY.
 5. REMOVE AND REPLACE ASPHALT CONCRETE.

BASE DRAWING SOURCE:
EXISTING CASE DATA IS FROM SHEET E-3 OF THE
RECORD DRAWING SET OF VILLAGE OF
WAYNESVILLE CHEMICAL WASTEWATER TREATMENT
PLANT IMPROVEMENTS-PHASE 3 DATED 1998.

JACOBS

WAYNESVILLE REGIONAL WWTP IMPROVEMENTS

WARREN COUNTY WATER AND SEWER DEPARTMENT

DATE: 11/05/2010

PROJECT NO: 100000

DATE: 11/05/2010

SCALE: AS SHOWN

PROJECT: SITE ELECTRICAL

PLAN

DRAWING: ES-101

SHEET 10 OF 16



ATTACHMENT D

OHIO VALLEY PAINTING Co., Inc.

270 VERMONT AVENUE DAYTON, OHIO 45404

937-224-7361 FAX 937-224-7578

paul@ohiovalleypainting.com

jeff@ohiovalleypainting.com

October 14, 2019

Building Crafts, Inc.
2 Rosewood Dr.
Wilder, KY 41076

Attn: Rob

Re: Waynesville WWTP

Mr. Birkenhauer,

The plant supervisor from the Waynesville WWTP has asked that we quote some additional buildings at the plant. Please see the following quotes for the various structures.

- Exterior of the electrical building and lime stabilization buildings that are connected
 - For the sum of \$8,600.00 \$9,030.00
+ 5%
 - Exterior of the storage garage
 - For the sum of \$4,980.00 \$5,229.00
+5%
 - Exterior of aeration tank #1
 - For the sum of \$2,400.00 \$2,520.00
+5%
- ❖ Please note, Ohio Valley Painting has already painted the interior and exterior of the aeration building and the exterior of aeration tank #2 at no charge (it is our donation to my home town).

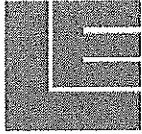
Should you have any questions, I can be reached at 937-623-6006, or at the office.

Sincerely,



Jeff Qvick
Ohio Valley Painting Co., Inc.

ATTACHMENT E



Lake Erie Electric, Inc.

Contractors and Engineers

OH Lic. # 26769

360 Industrial Drive, Franklin, Ohio 45005 Phone: 937-743-1220 Fax : 937-743-1227

Established 1952

Building Crafts Inc,
2 Rosewood Drive,
Wilder, KY 41076

November 27, 2019

ATTENTION: Rob Birkenhauer

SUBJECT: RFCP #03 - RFI #29 Response for Exterior Light Fixtures

Dear Mr. Birkenhauer:

In accordance with your request, Lake Erie Electric, Inc. is pleased to submit the following cost for the work associated with the above referenced change request. Please see pricing below for the additions.

RFCP 03 – RFI 29 Pricing-----\$5,509.00

+ 5% = \$5,785

Respectfully,

Lake Erie Electric, Inc.

Matt Davis
Estimator/Project Manager

**CHANGE ORDER SUMMARY
LAKE ERIE ELECTRIC**

Project: WAYNESVILLE WWTP
Estm: DAVIS

START DATE
FINISH DATE

Est. No.
Date: 12/2/2019

P/S No.	DESCRIPTION	SUBCONTRACT	EQUIP	MATERIAL	LABOR HOURS
Sheet 1	RFI #29 response - Exterior Light Fixtures			\$ 2,264.00	37
			\$0.00		
			\$0.00		
			\$0.00		
		\$0.00	\$0.00	\$2,264.00	37
					\$2,264.00
3%	MATERIAL - MISC.				\$67.92
	OTHER				\$0.00
0.0%	SALES TAX				\$0.00
				MATERIAL TOTAL	\$2,331.92
	<i>Base Rate & Fringes</i>		HOURS	RATE	TOTAL
	JOURNEYMAN			30.16	
	FOREMAN HOURS		37	33.17	\$1,227.29
	GENERAL FOREMAN HOURS		0	34.67	
	APPRENTICE		0	44.82	
	JOURNEYMAN PREMIUM		0	40.60	
	FOREMAN PREMIUM		0	44.66	
	GENERAL FOREMAN PREMIUM		0	46.68	
	APPRENTICE PREMIUM		0	28.33	
10%	NPL HOURS		4	25.60	\$94.35
				SUBTOTAL	\$1,321.64
				20.55% INSUR. & TAXES	\$271.60
				LABOR TOTAL	\$1,593.24
	<i>OTHER DIRECT COST</i>				
	ADMINISTRATIVE PROCESSING				\$0.00
	ENGINEERING				\$0.00
5.5%	SMALL TOOLS & CONSUMABLES				\$87.63
	FREIGHT				\$0.00
	JW FRINGES			\$19.58	\$0.00
	FORE. FRINGES			\$19.73	\$730.01
	GF FRINGES			\$19.81	\$0.00
	APPRENTICE FRINGES				\$0.00
				OTHER DIRECT COST TOTAL	\$817.64
					\$2,410.88
					\$2,331.92
					\$0.00
					\$0.00
1	DELIVERY TRIP, FRANKLIN OFFICE	\$0.00 /TRIP			\$0.00
				TOTAL JOB COST	\$4,742.80
15.0%	MARK-UP OF COST				711.42
	BASE LABOR				0.00
0.0%	MATERIAL				0.00
5.0%	RENTAL				0.00
5.0%	SUBCONTRACT				N/A
0.0%	OTHER DIRECT COST (Tools from Equip. column)				0.00
				TOTAL MARK UP	\$711.42
	<i>Estimate Checklist</i>			ESTIMATE SUB TOTAL	\$5,454.21
	All contract requirements have been reviewed. The following are special requirements.			1% Bond	\$64.54
					\$0.00
				ESTIMATE TOTAL	\$5,509
APPROVED BY		SQUARE FOOT	0	Start Date	Finish Date
		PRICE PER SQ FT		0-Jan-00	0-Jan-00
		LABOR HRS / SQ F		Months	0.0
				Average Men	0.00

	Description	Quantity	Net Cost	Unit	Total Material	Labor	Unit	Total Hours
1	3/4" BUSHING - PLASTIC	2	56.27	C	1.13	2.50	C	0.05
2	3/4" MEASURE CUT & THREAD LABOR - RMC - GALV	1	0.00	C	0.00	25.00	C	0.25
3	3/4" CONDUIT - RMC - ALUM	50	150.00	C	75.00	5.50	C	2.75
4	3/4" LOCKNUT - ALUM	4	20.16	C	0.81	3.69	C	0.15
5	1/2 OR 3/4" SNAP CLOSE CLIP - SIDE MNT TO 1/2" FL	6	153.27	C	9.20	12.75	C	0.77
6	#12 THHN BLACK	165	120.00	M	19.80	5.50	M	0.91
7	4x 1 1/2" SQ BOX 1/2" KO	1	492.91	C	4.93	28.75	C	0.29
8	4" SQ BLANK COVER	1	20.21	C	0.20	3.13	C	0.03
9	1G 2"D DC ALUM BOX W/ LUGS & 3x 3/4" HUBS GRY	1	10.11	E	10.11	0.44	E	0.44
10	1G VERT MNT STD DEPTH WP TOGGLE SW CVR	1	6.57	E	6.57	0.09	E	0.09
11	GROUND SCREW W/ INSUL #12 LEAD	1	23.60	C	0.24	3.75	C	0.04
12	#8 TO #10x 7/8 PLAS ANCHOR (3/16)	2	0.82	C	0.02	7.50	C	0.15
13	#10x 1 P/H SELF-TAP SCREW	2	1.05	C	0.02	3.75	C	0.07
14	1/4-20 THRD WING NUT	1	21.64	C	0.22	1.88	C	0.02
15	20A 120-277V S/P SW - TOGGLE IVY (SG)	1	141.94	C	1.42	17.50	C	0.17
16	TYPE ST - HANDRAIL FIXTURE STANCHION MTD	2	15.00	E	30.00	2.00	E	4.00
17	DEMO 2 LIGHT POLES/BASES/WIRES	2	0.00	E	0.00	8.00	E	16.00
18	TYPE PT FIXTURE	2	25.00	E	50.00	4.00	E	8.00
19	DEMO LIGHT TERMINAL TANK	1	25.00	E	25.00	3.00	E	3.00
	Totals	246			234.65			37.18

Date: Nov 26, 2019

Quote: DAT19-12614-1

Quote

Page 1/2



Wesco Dayton
 2080 Winners Circle
 Dayton OH 45405
 Phone: (937) 463-4911
 Fax: (937) 227-9681
From: JIM MCCULLOUGH
Quoter Ph:
email:

Project Waynesville WWTP Add
Location Waynesville Oh
Quote DAT19-12614-1

To: Matt Davis
 LAKE ERIE ELECTRIC
 360 Industrial Drive
 FRANKLIN OH 45005
 Phone: (937) 743-1220

For
Bid Date Nov 26, 2019
Expires Dec 26, 2019

QTY	Type	MFG	Part	Price UQ	ExtPrice
2	PT	RAB	ALED6T78NW	\$488.79	\$977.58
2	ST	RAB	HAZSLED42CF	\$525.16	\$1,050.32
Total:					\$2,027.90

Terms and conditions of sale:

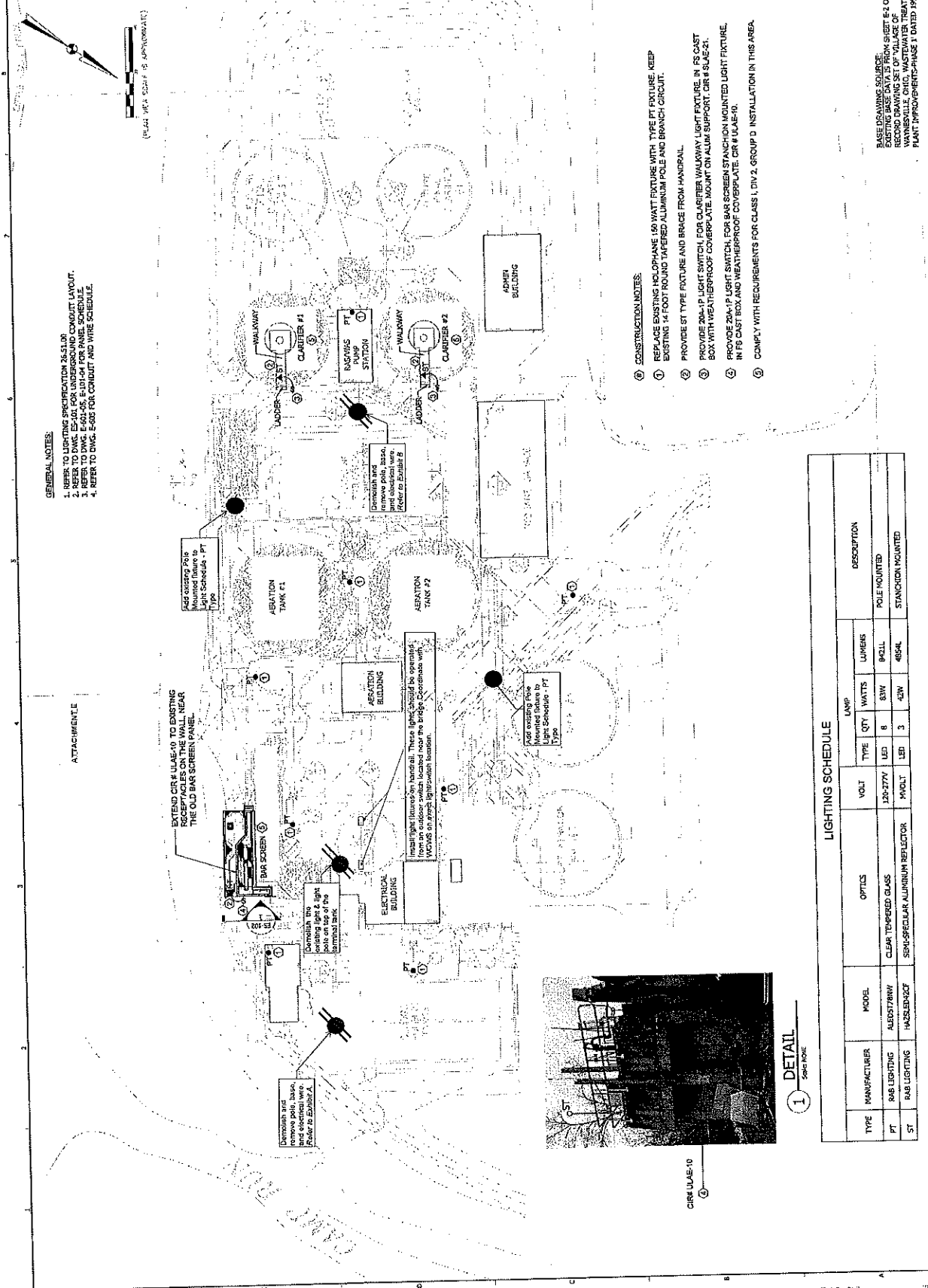
UNLESS THERE ARE DIFFERENT OR ADDITIONAL TERMS AND CONDITIONS CONTAINED IN A MASTER AGREEMENT THAT MODIFY WESCO'S STANDARD TERMS, BUYER AGREES THAT THIS QUOTE AND ANY RESULTING PURCHASE ORDER WILL BE GOVERNED BY WESCO'S TERMS AND CONDITIONS AVAILABLE AT [HTTP://WWW.WESCO.COM/TERMS AND CONDITIONS OF SALE.PDF](http://WWW.WESCO.COM/TERMS%20AND%20CONDITIONS%20OF%20SALE.PDF), AS SUCH TERMS ARE INCORPORATED HEREIN BY REFERENCE AND MADE PART HEREOF. PLEASE CONTACT THE SELLER IDENTIFIED ON THIS QUOTE IF YOU REQUIRE A PRINTED COPY.

F.O.B. POINT OF SHIPMENT. THE PRICES STATED IN THE OFFER SHALL, UNLESS RENEWED, AUTOMATICALLY EXPIRE FIFTEEN (15) DAYS FROM THE DATE OF THE OFFER.

NET 30

FREIGHT SUBJECT TO MANUFACTURERS FREIGHT TERMS

KEY	DATE	REVISION DESCRIPTION
1	04/18/18	INITIAL ISSUE



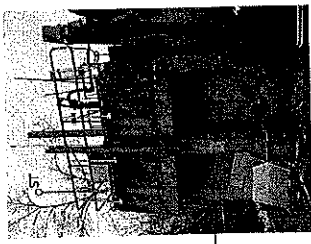
GENERAL NOTES:
 1. REFER TO LIGHTING SPECIFICATION 26.5.10.1 FOR UNDERGROUND CONDUIT LAYOUT.
 2. REFER TO DWG. E-20800-01 FOR UNDERGROUND CONDUIT LAYOUT.
 3. REFER TO DWG. E-20800-02 FOR WIRE SCHEDULE.
 4. REFER TO DWG. E-20800-03 FOR CONDUIT AND WIRE SCHEDULE.

CONSTRUCTION NOTES:
 1. REPLACE EXISTING HOLOPHANE 150 WATT FIXTURE WITH TYPE PT FIXTURE KEEP EXISTING 14 FOOT ROUND TAPERED ALUMINUM POLE AND BRANCH CIRCUIT.
 2. PROVIDE ST TYPE FIXTURE AND BRACE FROM HANGRAIL.
 3. PROVIDE 200A-P LIGHT SWITCH, FOR CLAMBER WALKWAY LIGHT FIXTURE IN FS CAST BOX WITH WEATHERPROOF COVERPLATE MOUNT ON ALUM SUPPORT. CIR # ULAE-21.
 4. PROVIDE 200A-P LIGHT SWITCH, FOR BAR SCREEN STATION MOUNTED LIGHT FIXTURE IN FS CAST BOX AND WEATHERPROOF COVERPLATE. CIR # ULAE-10.
 5. COMPLY WITH REQUIREMENTS FOR CLASS I, DIV 2, GROUP D INSTALLATION IN THIS AREA.

BASE DRAINAGE SOURCE: EXISTING BASE DRAINAGE FROM SHEET E-2 OF THE RECORD DRAWING SET OF 'VALLEGE OF WAYNESVILLE, OHIO, WASTEWATER TREATMENT PLANT IMPROVEMENTS-PHASE 1, UNITED 1998.'

LIGHTING SCHEDULE

TYPE	MANUFACTURER	MODEL	OPTICS	VOLT	LAMP			DESCRIPTION
					QTY	TYPE	WATTS	
PT	RAB LIGHTING	ALED277W	CLEAR TEMPERED GLASS	120-277V	LED	8	83W	POLE MOUNTED
ST	RAB LIGHTING	HAKZLN527	SPH-SPECULAR ALUMINUM REFLECTOR	120V	LED	3	43W	STATION MOUNTED





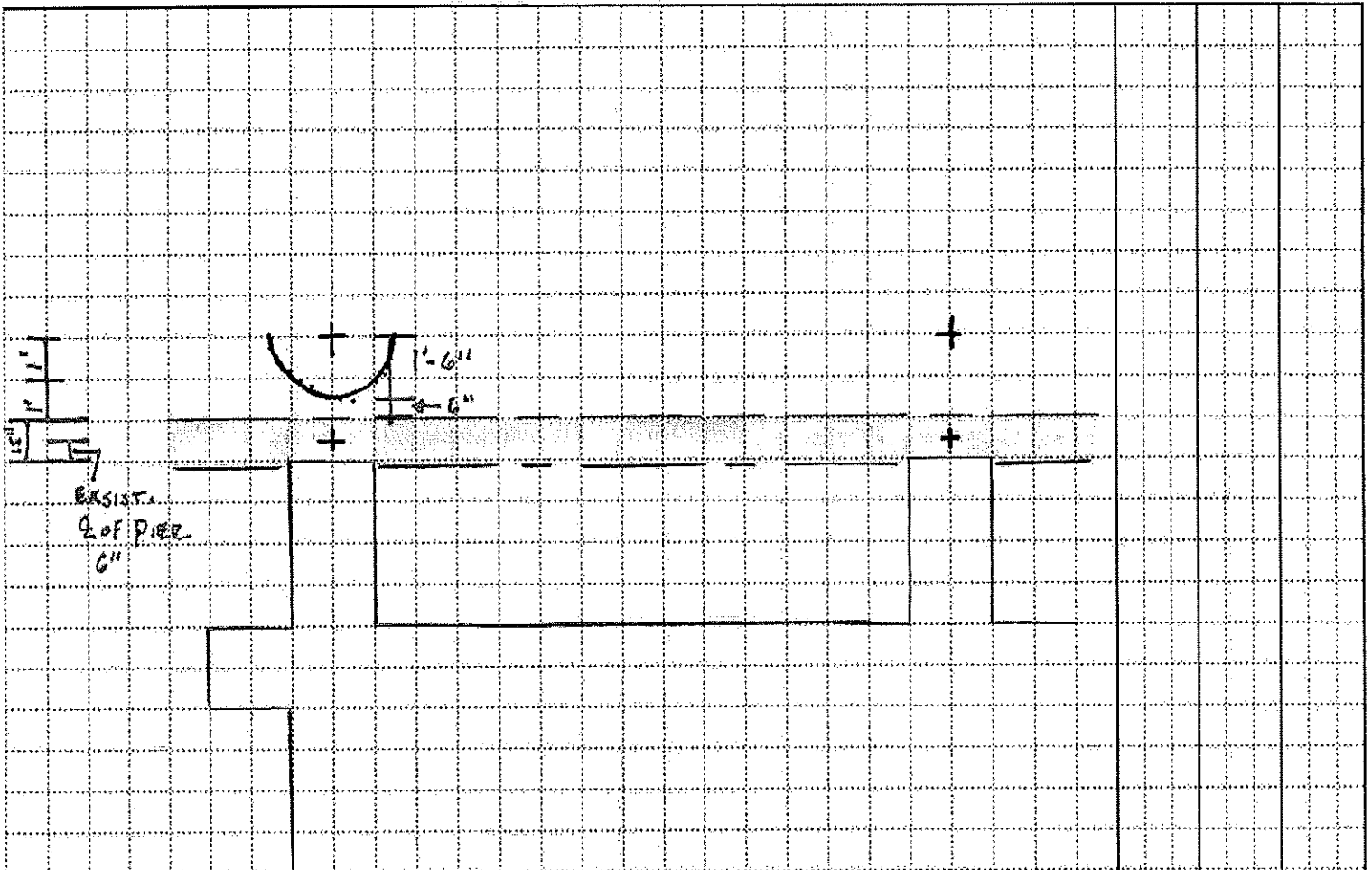
BUILDING CRAFTS, INC.
Contractors | Engineers

ATTACHMENT F

PROJECT _____

DIVISION _____

SHEET _____



*EXISTING PIPE IS 15" TO OUTSIDE OF PIPE TO
FACE OF EXISTING FOOTER.

*THE TOP OF PIER WILL BE 36", BUT THE
PIER ITSELF WILL BE OFFSET IN THE PIER.

*MOVING THE PIER TO BE 3'-3" OFF OF THE
FACE OF EXISTING FACE OF FOOTER WOULD
PLACE 6" OF COVER BETWEEN 14" PIPE
& DRILLED PIERS.

Warren County Water and Sewer
Waynesville Regional Wastewater Treatment Plant Improvements
 Jacobs Project No. EEXI8900
REQUEST FOR INFORMATION

To: Jacobs 1880 Waycross Road Cincinnati, OH 45240 Phone # 513-595-7429	RFI #	RFI-009
	Area:	14" Raw Sewage Line
	Drawing No:	S-102-02 & DD-101-02
	Spec. Section:	N/A
	Submittal No.:	

Provide Copy To:	Date Received:	3/8/2019
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From: Rob Birkenhauer	Phone # 859-620-1555	Email: rbirkenhauer@buildingcrafts.com
---------------------------------	----------------------	--

Subject (for Tracking Purposes): 14" Raw Water Line and Concrete Piles

Description of Request:

Attached are three pictures of the existing 14" DIP which was unearthed. The pipe is much closer to the existing foundation than what is shown on dwg DD-101-02. This directly interferes with concrete piles Scherzinger is planning on installing Monday. We have called off Scherzinger until it is determined what needs to be done,

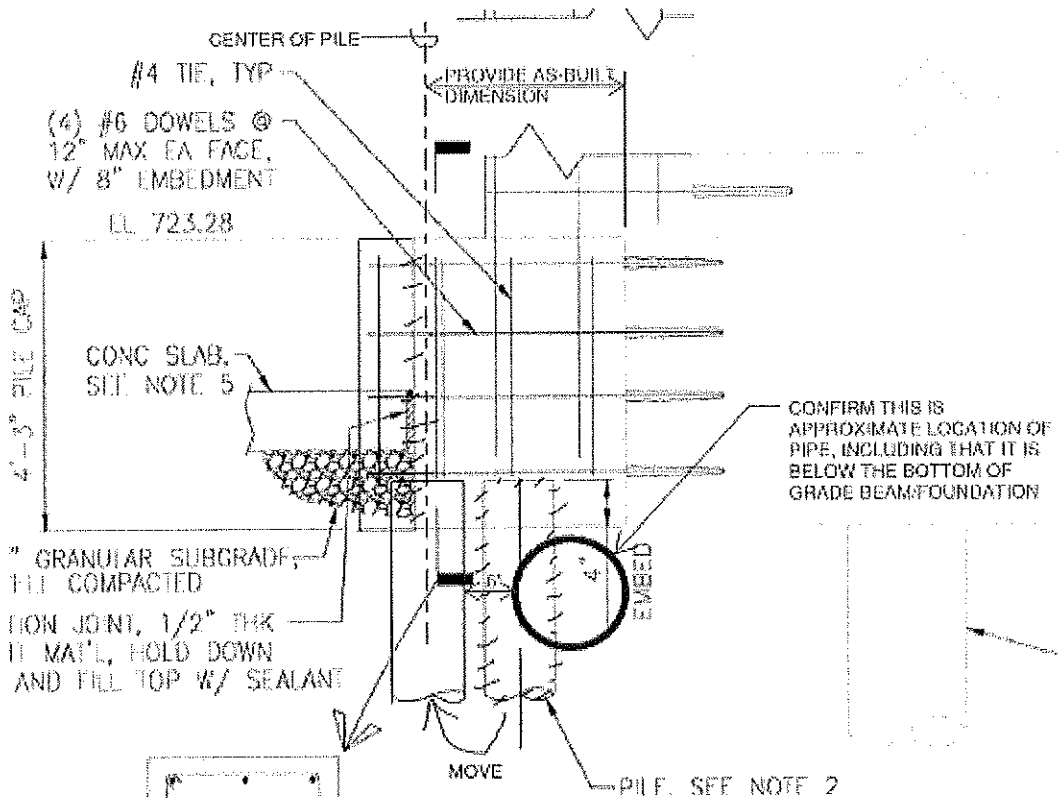
Please Advise.

Additional Information Attached: Yes No

Submitted By:		Date:		Response Needed By:	
---------------	--	-------	--	---------------------	--

Engineer Response:

The pile(s) may be installed inline with the intended location but offset to avoid the pipe per the drawing below. It is our understanding that a possible 36" dia. casing will be used below the pile cap for the upper part of the pile. With the existing pipe edge being about 15" from the end of the existing pile cap, adding 6" of clearance from this pipe to the casing and 18" worse case for half the 36" casing places the center of pile 39" from the edge existing pile cap. Once installed, please confirm or provide actual this as-built dimension so reinforcing for the pile cap can be adjusted as necessary. Also confirm the existing pipe is below the bottom of the existing pile cap, or at most will protrude 3" into the bottom of the new pile cap. A minimum of 2" thick layer of compressible material (Ceramar by WR Meadows or approved equivalent) must be placed over the top of the pipe before the pile cap is placed.



Additional Information Attached: Yes No

Prepared By: Pat Aungst

Company: Jacobs

Date: 3/11/2019

Owners Response:

Large empty rectangular box for additional information or comments.

Additional Information Attached: Yes No

Prepared By:		Owner Name:	Date:
--------------	--	-------------	-------

- 1. Response Resolution Required? Yes No
- 2. Propose to Change Contract Drawings? Yes No [Update through Record Drawings]
- 3. Additional Information Attached? Yes No

Note: THIS IS NOT AN AUTHORIZATION TO PROCEED WITH WORK INVOLVING ADDITIONAL COST OR TIME.

PROJECT: Waynesville Regional WWTP Improvements
 DIVISION: Proposal 07 - Move 14" Line

ATTACHMENT G

CODE	DESCRIPTION	LMES	CRFT	QTY	UNIT	UNIT HOURS	HOURS	COST/ HR	COST
	Proposal 07 -					1	0	0.00	0
	RFP No: RFP-007-R00					1	0	0.00	0
	Move 14" Line					1	0	0.00	0
						1	0	0.00	0
						1	0	0.00	0
	Second Wall Cut (Donely)	S		1	LS	1	0	125.00	125
						1	0	0.00	0
	Added Resteel Dowels and material					1	0	0.00	0
	Drilling Dowels	L	C	4	Hrs	1	4	46.59	186
	Resteel Material	M		1	LS	1	0	641.00	641
	Place Steel	L	C	4	Hrs	1	4	46.59	186
						1	0	0.00	0
	Redo Decking	L	C	4	Hrs	1	4	46.59	186
						1	0	0.00	0
	Formwork					1	0	0.00	0
	Labor	L	C	4	Hrs	1	4	46.59	186
	Misc Form Materials	M		1	LS	1	0	250.00	250
						1	0	0.00	0
	Pour Concrete					1	0	0.00	0
	Operator	L	O	2	Hrs	1	2	51.04	102
	Laborer	L	L	4	Hrs	1	4	37.69	151
	Crane	E	8050	2	HRs	1	0	70.00	140
	Concrete (small load)	M		1	Yd	1	0	298.00	298
						1	0	0.00	0
						1	0	0.00	0
						1	0	0.00	0
						1	0	0.00	0
						1	0	0.00	0
						1	0	0.00	0
	SUBTOTAL						22		2,452
GC-1840	Taxes & Insurance on Labor						998		379
GC-1856	Small Tools						998		50
									0
	SUBTOTAL - DIRECT BCI COST								2,757
	SUBTOTAL - SUBCONTRACT COST								125
	Overhead & Profit on BCI Work						2,757	15.00%	413
	Overhead on Subcontract Work						0	15.00%	0
	Profit on Subcontract						125	5.00%	6
	TOTAL INCLUDING BCI O & P								3,301
	TOTAL INCLUDING BCI BOND								3,301

Warren County Water and Sewer Waynesville Regional Wastewater Treatment Plant Improvements Jacobs Project No. EEX18900 REQUEST FOR INFORMATION	
To:	Jacobs 1880 Waycross Road Cincinnati, OH 45240 Phone # 513-595-7429
RFI #	015
Area:	BarScreen
Drawing No:	Sec Attached
Spec. Section:	N/A
Submittal No.:	
Date Received:	6/4/2019
Provide Copy To:	
From:	AJ Gross/ Rob Birkenhauer Phone # 859-620-1555 Email: rbirkenhauer@buildingcrafts.com
Subject (for Tracking Purposes):	
Description of Request:	
The attached drawing shows the actual dimensions of the bar screen trough, I would like to be advised on a new layout or how to proceed since the point where the slanted wall starts and goes north is a foot shorter than the drawings show. This creates a problem because the existing divider wall is only 15'-9" and the proposed drawings show it 16'-11 1/2" with a 3'-8" dimension from the south face of the divider wall to the interior starting point of the slant wall. The current opening at this location is 2'-8". This is also the location the measurement changes from what's existing to what is draw on the new drawings. Please advise on how to proceed.	
Additional Information Attached: <input type="checkbox"/> Yes <input type="checkbox"/> No	
Submitted By:	Date:
Engineer Response:	Response Needed By:

The attached color-coded 11 x 17 Plan Sheet (dated 6/10/19) shows the situation as we understand it. (Contractor please verify.) The yellow quadrilateral is the portion of the new slab (beyond the outside face of the original wall) that must be constructed. It is to be dovetailed into the edges of the existing slab (as shown on the attached plan, and as required by Section E) reinforced per the requirements of Section E, and cast monolithically with the new slab section that is to be placed below the new the new walls. Follow all requirements of Section E for horizontal and vertical reinforcement, dowels and waterstops, etc.

Please note. We do not know exactly where the existing east wall has been cut off. Please indicate where this has been, or will be, cut. Regarding waterstops, please prepare, and submit for review, drawings (not marked up resteel shop drawings) which show the planned locations of waterstops 1) between existing and new slabs, 2) between new slabs and new walls, and between existing and new walls. In particular, please show how the mergers of different types of waterstops are to be made.

Additional Information Attached: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Prepared By: Mike Patterson	Company: Jacobs
Date: 6/10/19	
Owners Response:	
Additional Information Attached: <input type="checkbox"/> Yes <input type="checkbox"/> No	
Prepared By:	Owner Name:
	Date:

1. Response Resolution Required? <input type="checkbox"/> Yes <input type="checkbox"/> No
2. Propose to Change Contract Drawings? <input type="checkbox"/> Yes <input type="checkbox"/> No
3. Additional Information Attached? <input type="checkbox"/> Yes <input type="checkbox"/> No

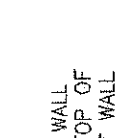
Note: THIS IS NOT AN AUTHORIZATION TO PROCEED WITH WORK INVOLVING ADDITIONAL COST OR TIME.

19'-3 1/4"

3'-8"

9'-1 3/4"

FOR RFI-15
6/10/19
WRP - Jacobs



T/CONC
EL 730.53,
SEE NOTE 3

T/CONC
EL 730.62
SEE NOTE 3

SLOPE SUPPORT WALL BELOW
SLOPE DOWN

SLOPE DOWN

SEE NOTE 5

SEE NOTE 2

SEE NOTE 5

SEE NOTE 5

SEE NOTE 5

CUT EXIST. WALL
VERIFY LOCATION

YELLOW HIGHLIGHTED
AREA INDICATES ADD'L
SLAB REQUIRED

APPROX. LOCATION OF INSIDE FACE OF EXIST.
WALL. OUTSIDE FACE NOT SHOWN FOR CLARITY

EXIST. EDGE OF SLAB AND WALL
DOWELS PER SECTION E
INSTALL PERPENDICULAR TO
FACE OF CONCRETE AS SHOWN
EDGE OF SLAB NEEDS EXTENDED
TO THIS OUTLINE (OUR DESIGN
DWGS OUTLINE)

STRAIGHT DOWELS DRILLED IN
TO JOIN NEW TO EXIST WALL AT
EACH HORIZ. BAR, EACH FACE -
VERIFY PLAN

8"

T/EX. CONC EL 730.74

1'-6 1/2" (X3)

The intention as shown on Drawing S-104-02 is for the new channel and slant wall to match the dimensions shown on Drawings S-104-02 and to NOT match the existing slant wall location or angle. Please refer to the response to RFI 15.

Additional Information Attached: Yes No

Prepared By: Debbie Schafer

Company: Jacobs

Date: 6/5/19

Owners Response:

Additional Information Attached: Yes No

Prepared By:

Owner Name:

Date:

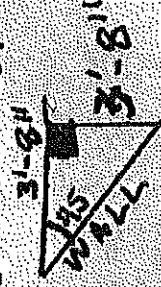
1. Response Resolution Required? Yes No
2. Propose to Change Contract Drawings? Yes No
3. Additional Information Attached? Yes No

Note: THIS IS NOT AN AUTHORIZATION TO PROCEED WITH WORK INVOLVING ADDITIONAL COST OR TIME.

* WALL IN GREEN

IS RUNNING ON A 45°

© THE SLANT



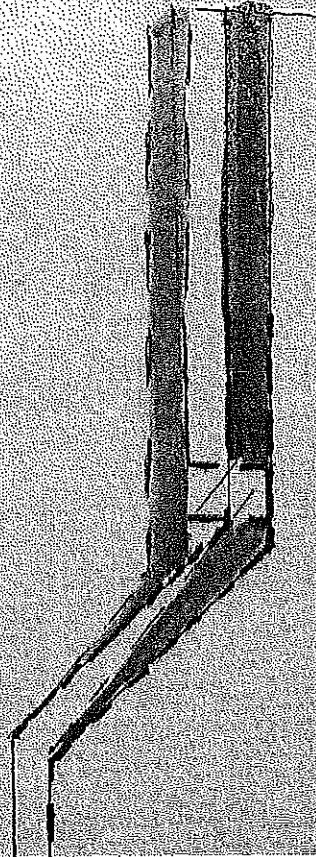
* WALL IN PINK

IS RUNNING ON A 38.66°



EXISTING

PROPOSED



PROJECT: Waynesville Regional WWTP Improvements
 DIVISION: Proposal 09-R00- Added Sidewalk @ Screen Structure

ATTACHMENT I

CODE	DESCRIPTION	LMES	CRFT	QTY	UNIT	UNIT HOURS	HOURS	COST/ HR	COST
	Proposal 09-R00					1	0	0.00	0
	RFP No: 09					1	0	0.00	0
	- Added Sidewalk @ Screen Structure					1	0	0.00	0
						1	0	0.00	0
						1	0	0.00	0
	Materials					1	0	0.00	0
	Concrete	M		6	yds		0	148.00	888
	Gravel	M		9	tons		0	16.35	147
	Steel Mesh	M		8	Cages		0	72.00	576
	Expansion Joint/Caulking	M		75	LF		0	2.00	150
						1	0	0.00	0
	Labor					1	0	0.00	0
	DEMO extra Concrete					1	0	0.00	0
	Operator	L	O	2	Hrs	1	2	51.04	102
	Laborer	L	L	2	Hrs	1	2	37.69	75
	Bobcat	E	Bobcat	2	Hrs	1	0	30.00	60
	Form - Place Steel					1	0	0.00	0
	Carpenter	L	C	8	Hrs	1	8	46.59	373
	Laborer	L	L	8	Hrs	1	8	37.69	302
	Handwork Gravel					1	0	0.00	0
	Operator	L	O	1	Hrs	1	1	51.04	51
	Laborer	L	L	1	Hrs	1	1	37.69	38
	Bobcat	E	Bobcat	1	Hrs	1	0	30.00	30
	Excavate					1	0	0.00	0
	Operator	L	O	2	Hrs	1	2	51.04	102
	Mini Excavator	E	410	2	Hrs	1	0	34.00	68
	Pouring Concrete					1	0	0.00	0
	Carpenter	L	C	2	Hrs	1	2	46.59	93
	Laborers (2)	L	L	4	Hrs	1	4	37.69	151
	Operator	L	O	2	Hrs	1	2	51.04	102
	Crane	E	8050	2	Hrs	1	0	70.00	140
	Caulking					1	0	0.00	0
	Laborer	L	L	1	Hr	1	1	37.69	38
	SUBTOTAL						33		3,485
GC-1840	Taxes & Insurance on Labor						1,426		542
GC-1856	Small Tools						1,426		71
									0
	SUBTOTAL - DIRECT BCI COST								4,099
	SUBTOTAL - SUBCONTRACT COST								0
	Overhead & Profit on BCI Work						4,099		615
	Overhead on Subcontract Work						0		0
	Profit on Subcontract						0		0
	TOTAL INCLUDING BCI O & P								4,713
	TOTAL INCLUDING BCI BOND								4,713

PROJECT: Waynesville Regional WWTP Improvements
 DIVISION: Proposal 10-R00- Added Sidewalk @ Electrical Bldg & Soyt side of Screen S

ATTACHMENT J

CODE	DESCRIPTION	LMES	CRFT	QTY	UNIT	UNIT HOURS	HOURS	COST/ HR	COST
	Proposal 10-R00					1	0	0.00	0
	RFP No: 10					1	0	0.00	0
	- Added Sidewalk @ Electrical Bldg & Soyt side of Screen Structure					1	0	0.00	0
						1	0	0.00	0
	Electrical Bldg (48' x 6' x 5") and (11'x9'x8")					1	0	0.00	0
	Materials					1	0	0.00	0
	Concrete	M		8	yds		0	148.00	1,184
	Gravel	M		12	tons		0	16.35	196
	Steel Mesh	M		8	Pcs		0	75.00	600
	Expansion Joint/Caulking	M		60	LF		0	3.00	180
	Misc Form Supplies	M		1	LS	1	0	200.00	200
	Labor					1	0	0.00	0
	Demo					1	0	0.00	0
	Operatpr	L	O	8	Hrs	1	8	51.04	408
	2 Laborers	L	L	16	Hrs	1	16	37.69	603
	Backhoe	E	410	8	Hrs	1	0	34.00	272
	Dumpster Disposal	O		1	LS	1	0	589.00	589
	Gravel Base					1	0	0.00	0
	Operatpr	L	O	8	Hrs	1	8	51.04	408
	Laborer	L	L	8	Hrs	1	8	37.69	302
	Backhoe	E	410	8	Hrs	1	0	34.00	272
	Forming					1	0	0.00	0
	Carpenter	L	C	16	Hrs	1	16	46.59	745
	Laborer	L	L	16	Hrs	1	16	37.69	603
	Expansion Joint/Caulking					1	0	0.00	0
	Carpenter	L	C	4	Hrs	1	4	46.59	186
	Laborer	L	L	4	Hrs	1	4	37.69	151
	Pour and Finish					1	0	0.00	0
	Operatpr	L	O	4	Hrs	1	4	51.04	204
	Carpenter	L	C	4	Hrs	1	4	46.59	186
	2 Laborers	L	L	8	Hrs	1	8	37.69	302
						1	0	0.00	0
	South Side of Bar Screen					1	0	0.00	0
	(15' x 5' x 5") (3' x 3'x5")								
	Materials					1	0	0.00	0
	Concrete	M		3	yds		0	148.00	444
	Gravel	M		5	tons		0	16.35	82
	Steel Mesh	M		3	Pcs		0	75.00	225
	Expansion Joint/Caulking	M		20	LF		0	3.00	60
	Misc Form Supplies	M		1	LS	1	0	75.00	75
	Labor					1	0	0.00	0
	Demo					1	0	0.00	0
	Operatpr	L	O	4	Hrs	1	4	51.04	204
	2 Laborers	L	L	8	Hrs	1	8	37.69	302
	Backhoe	E	410	4	Hrs	1	0	34.00	136
	Gravel Base					1	0	0.00	0
	Operatpr	L	O	4	Hrs	1	4	51.04	204
	Laborer	L	L	4	Hrs	1	4	37.69	151
	Backhoe	E	410	4	Hrs	1	0	34.00	136
	Forming					1	0	0.00	0
	Carpenter	L	C	8	Hrs	1	8	46.59	373
	Laborer	L	L	8	Hrs	1	8	37.69	302

PROJECT: Waynesville Regional WWTP Improvements
 DIVISION: Proposal 10-R00- Added Sidewalk @ Electrical Bldg & Soyt side of Screen 5

CODE	DESCRIPTION	LMES	CRFT	QTY	UNIT	UNIT HOURS	HOURS	COST/ HR	COST
	Expansion Joint/Caulking					1	0	0.00	0
	Carpenter	L	C	2	Hrs	1	2	46.59	93
	Laborer	L	L	2	Hrs	1	2	37.69	75
						1	0	0.00	0
						1	0	0.00	0
	SUBTOTAL						136		10,453
GC-1840	Taxes & Insurance on Labor			38.00%	of	5,802			2,205
GC-1856	Small Tools			5.00%	of	5,802			290
									0
	SUBTOTAL - DIRECT BCI COST								12,948
	SUBTOTAL - SUBCONTRACT COST								0
	Overhead & Profit on BCI Work			15.00%	of	12,948			1,942
	Overhead on Subcontract Work			15.00%	of	0			0
	Profit on Subcontract			5.00%	of	0			0
	TOTAL INCLUDING BCI O & P								14,890
	TOTAL INCLUDING BCI BOND								14,890

ATTACHMENT K

Rob Birkenhauer

From: Jeff Qvick <jeff@ohiovalleypainting.com>
Sent: Tuesday, December 10, 2019 5:26 PM
To: Rob Birkenhauer
Subject: Waynesville WWTP

Follow Up Flag: Follow up
Flag Status: Flagged

Hello Rob,

Hope you have been well. AJ wanted me to give you a quote for the exterior piping at the aeration building. The quote using the system specified would be \$3500.00. Let me know if you have any questions.

Have a great evening,

Jeff Qvick

Ohio Valley Painting Co., Inc.

270 Vermont Avenue

Dayton, Ohio 45404

Ph: (937) 224-7361

Fax: (937) 224-7578

Cell: (937) 623-6006

x 5% = \$3,675

ATTACHMENT L

ESTIMATE RECAP

Waynesville WWTP			DATE: 12/5/2019	C.O.#	3
Job Number: 183507		Waynesville WWTP			
DESCRIPTION OF COSTS	LABOR			MATERIAL COSTS	
	mh's	rate	cost		
1. Equipment			\$ -	\$ 375.00	
2. SM Foreman	3	\$ 59.60	\$ 178.80		
3. SM Journeyman			\$ -		
4. Equip./tool rentals*	~	~	~		
5. Drafting/ sketching			\$ -		
6. Coordination			\$ -		
7. Supervision			\$ -		
8. Clean-up			\$ -		
9. Warranty	~	~	\$ -		
10. Start-up / Testing			\$ -		
11. Trucking	~				
12. Project Manager			\$ -		
13. Subtotal	3 mh's		\$ 178.80	\$ 375.00	
14. Total Labor & Material:				\$ 553.80	
15. Subcontracts:	Saw Cutting				
16	Concrete Work				
17	Insulation				
18	Controls				
19	CAD				
20					
21. Overhead:	Subs 5%	Mat'l / Labor 10%		\$ 55.38	
22. SUBTOTAL:				\$ 609.18	
23. Profit:	5%			\$ 30.46	
24. Total Cost & Profits before Bonds and other cost				\$ 639.64	
25. Bond:	0.00%			\$ -	
26. Sales Tax: (* expendables and rentals taxable on public work)	private work 0.00%	public work 0.00%		\$ -	
27. Permits:	HVAC: \$ -	Press. Piping: \$ -	Boiler: \$ -	\$ -	
28. TOTAL PRICE OF CHANGE PROPOSAL:				\$ 640.00	
29. Extension of Time due to this Change Order is:		<input type="text"/>	Workdays	<input checked="" type="checkbox"/>	Deferred
30. This proposal based on:		<input checked="" type="checkbox"/> Straight Time	<input type="text"/>	Overtime	<input type="checkbox"/> Shiftwork
31. This proposal is void unless a written Change Order or written Notification to Proceed is received by: _____ (30 calendar days if no date shown)					
32. Extended Overhead Cost:		<input type="checkbox"/> Included	<input checked="" type="checkbox"/> Deferred	<input type="checkbox"/> N / A	
COMMENTS:					

Plus 5% = \$675

Brent Ernsthausen

From: Josh Wolfe <jwolfe@eapnet.com>
Sent: Thursday, December 5, 2019 10:17 AM
To: Brent Ernsthausen
Subject: RE: Submittal 23 00 00-02-A - Louvers
Attachments: Waynesville Regional WWTP - Submittal.pdf

Brent,

Add (1) Greenheck model ESD-202 louver with Kynar finish as attached = \$375 ffa

Thanks!

Josh Wolfe, Sales Representative

EAP, Inc.

513-332-2092 Office

513-489-6448 Fax

jwolfe@eapnet.com

Follow Us on Facebook and Twitter

Visit our website



From: Brent Ernsthausen <bernsthausen@tritonservicesinc.com>
Sent: Wednesday, December 04, 2019 8:46 AM
To: Josh Wolfe <jwolfe@eapnet.com>
Subject: RE: Submittal 23 00 00-02-A - Louvers

Lets go with that finish.

Brent Ernsthausen
Vice President of Operations
8162 Duke Boulevard
Mason, OH 45040
Cell [513-978-2053](tel:513-978-2053)
bernsthausen@tritonservicesinc.com

----- Original message -----

From: Josh Wolfe <jwolfe@eapnet.com>
Date: 12/4/19 8:45 AM (GMT-05:00)
To: Brent Ernsthausen <bernsthausen@tritonservicesinc.com>
Subject: RE: Submittal 23 00 00-02-A - Louvers

No worries! Kynar Finish.


RAWDON MYERS INC.

300 Milford Pkwy • Milford, OH 45150

(513) 965-5300 Phone • (513) 965-5313 Fax • (800) 543-7180 Toll-free

December 12, 2019

To: Building Crafts Inc

Attn: Rob Birkenhauer

Re: Warren County Water and Sewer – Sludge Transfer Pumps and Sampling Units -Modifications

Per your request we are pleased to offer the following:

- A. Sludge Transfer loose parts
 - (1) 1794-IB16
 - (1) 1794-TB3
 - (32) Terminal blocks
 - (1) End Anchor

- B. Influent Sampling loose parts
 - (8) Terminal Blocks
 - (1) End anchor

- C. Effluent Sampling loose parts
 - (1) 1794-OW8
 - (1) 1794-TB3
 - (16) Terminal blocks

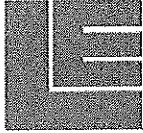
- E. Field Services

We do not include drawing revision.

TOTAL PRICE: \$ 6065.00

Best regards,

Kelly Heitfeld
RAWDON MYERS, INC.
513-965-6683



Lake Erie Electric, Inc.
Contractors and Engineers

OH Lic. # 26769

360 Industrial Drive, Franklin, Ohio 45005 Phone: 937-743-1220 Fax: 937-743-1227

Established 1952

Building Crafts Inc,
2 Rosewood Drive,
Wilder, KY 41076

December 10, 2019

ATTENTION: Rob Birkenhauer

SUBJECT: RFCP #04 – Sludge transfer pump and sampling units - modifications

Dear Mr. Birkenhauer:

In accordance with your request, Lake Erie Electric, Inc. is pleased to submit the following cost for the work associated with the above referenced change request. Please see pricing below for the additions.

RFCP 04 – -----\$3,344.00

Respectfully,

Lake Erie Electric, Inc.

Matt Davis
Estimator/Project Manager

PROJ
TASK

WAYNESVILLE WWTP
Sludge transfer pumps modifications

EST. No. 1018-1016-04
DWG. No.

PAGE 1
DATE 12/10/2019

LINE	DESCRIPTION	QUANTITY	MATERIAL			LABOR		
			PRICE	PER	EXTENSION	MAN HRS.	PER	EXTENSION
	See attached takeoff	1	1150.00	E	1150.00	26.00	E	26.00
This Page TOTAL		\$0	\$0		\$0	MATERIAL \$1,150	LABOR 26	

**CHANGE ORDER SUMMARY
LAKE ERIE ELECTRIC**

Project: WAYNESVILLE WWTP
Estm: DAVIS

START DATE
FINISH DATE

Est. No.
Date: 12/10/2019

P/S No.	DESCRIPTION	SUBCONTRACT	EQUIP	MATERIAL	LABOR HOURS
Sheet 1	Sludge transfer pumps modifications			\$ 1,150.00	26
			\$0.00		
			\$0.00		
		\$0.00	\$0.00	\$1,150.00	26
					\$1,150.00
3%	MATERIAL				\$34.50
	MATERIAL - MISC.				\$0.00
	OTHER				\$0.00
0.0%	SALES TAX				\$0.00
				MATERIAL TOTAL	\$1,184.50
	<i>Base Rate & Fringes</i>		HOURS	RATE	TOTAL
	ELECTRICIAN HOURS		26	30.15	
	GENERAL FOREMAN HOURS		0	33.17	\$862.42
	APPRENTICE		0	34.67	
	JOURNEYMAN PREMIUM		0	44.82	
	FOREMAN PREMIUM		0	40.50	
	GENERAL FOREMAN PREMIUM		0	44.55	
	APPRENTICE PREMIUM		0	46.58	
	NPL HOURS		3	28.33	
10%				25.50	\$66.30
				SUBTOTAL	\$928.72
				20.55% INSUR. & TAXES	\$190.85
				LABOR TOTAL	\$1,119.57
	OTHER DIRECT COST				
	ADMINISTRATIVE PROCESSING				\$0.00
	ENGINEERING				\$0.00
5.5%	SMALL TOOLS & CONSUMABLES				\$61.58
	FREIGHT				\$0.00
	JW FRINGES			\$19.58	\$0.00
	FORE. FRINGES			\$19.73	\$612.98
	GF FRINGES			\$19.81	\$0.00
	APPRENTICE FRINGES				
				OTHER DIRECT COST TOTAL	\$674.58
	LABOR TOTAL				\$1,694.13
	MATERIAL TOTAL				\$1,184.50
	SUBCONTRACTS ESTIMATED				\$0.00
	RENTAL EQUIPMENT				\$0.00
1	DELIVERY TRIP, FRANKLIN OFFICE	\$0.00 /TRIP			\$0.00
				TOTAL JOB COST	\$2,878.63
15.0%	MARK-UP OF COST				431.79
	BASE LABOR				0.00
0.0%	MATERIAL				0.00
5.0%	RENTAL				0.00
5.0%	SUBCONTRACT				N/A
0.0%	OTHER DIRECT COST (Tools from Equip. column)				0.00
				TOTAL MARK UP	\$431.79
	Estimate Checklist			ESTIMATE SUB TOTAL	\$3,310.42
	All contract requirements have been reviewed. The following are special requirements.			1% Bond	\$33.10
					\$0.00
				ESTIMATE TOTAL	\$3,344
APPROVED BY		SQUARE FOOT	0	Start Date	Finish Date
		PRICE PER SQ FT		0-Jan-00	0-Jan-00
		LABOR HRS / SQ F		Months	0.0
				Average Men	0.00

	Description	Quantity	Net Cost	Unit	Total Material	Labor	Unit	Total Hours
1	3/4" COUPLING - RMC - GALV	1	58.00	C	0.58	0.00	C	0.00
2	3/4" ELBOW 90 DEG - RMC - GALV	2	183.77	C	3.68	12.00	C	0.24
3	3/4" BUSHING - PLASTIC	4	56.27	C	2.25	3.00	C	0.12
4	3/4" MEASURE CUT & THREAD LABOR - RMC - GALV	2	0.00	C	0.00	30.00	C	0.60
5	3/4" CONDUIT - RMC - ALUM	40	191.62	C	76.65	6.60	C	2.64
6	3/4" LOCKNUT - ALUM	8	65.60	C	5.25	4.50	C	0.36
7	1/2 OR 3/4" SNAP CLOSE CLIP - SIDE MNT TO 1/2" FL	6	153.27	C	9.20	15.30	C	0.92
8	3/4" CONDUIT - PVC40	30	14.49	C	4.35	5.40	C	1.62
9	3/4" ELBOW 90 DEG - PVC40	1	54.09	C	0.54	28.50	C	0.28
10	3/4" COUPLING - PVC	2	11.87	C	0.24	0.00	C	0.00
11	PVC CEMENT ALL-WEATHER (1-PINT)	1	6.78	E	6.78	0.75	E	0.75
12	#14 THHN BLACK	432	147.63	M	63.78	6.45	M	2.79
13	#10 THHN BLACK	127	161.28	M	20.48	8.48	M	1.08
14	1/4" POLYROPE (M)	33	0.00	M	0.00	4.50	M	0.15
15	4x 1 1/2" SQ BOX 1/2" KO	2	492.91	C	9.86	34.50	C	0.69
16	4x 2 1/8" SQ BOX COMB KO	1	795.90	C	7.96	34.50	C	0.34
17	4" SQ BLANK COVER	3	185.83	C	5.57	3.75	C	0.11
18	#8 TO #10x 7/8 PLAS ANCHOR (3/16)	2	5.76	C	0.12	9.00	C	0.18
19	#10x 1 P/H SELF-TAP SCREW	2	8.22	C	0.16	4.50	C	0.09
20	1/4-20 THRD WING NUT	2	21.64	C	0.43	2.25	C	0.04
21	1" DIAM CORE 6" THICK WALL	1	15.00	E	15.00	1.00	E	1.00
22	ALLEN BRADLEY SWITCHES	1	318.00	E	318.00	6.00	E	6.00
23	12X12 SS J BOX	2	300.00	E	600.00	3.00	E	6.00
24	LAYOUT TIME	1	0.00	E	0.00	0.00	E	0.00
	Totals	706			1,150.87			26.01

QUOTATION

CBT Company
 130 Advanced Drive
 Springboro, OH 45066-1800
 PHONE: 937-746-7356 FAX: 937-746-7852



Order Number	
2918997	
Order Date	Page
12/10/2019 06:53:04	1 of 1

Quote Expires On 1/9/2020

Bill To:
 LAKE ERIE ELECTRIC, INC
 DAYTON DIVISION
 360 INDUSTRIAL DRIVE
 FRANKLIN, OH 45005

Ship To:
 LAKE ERIE ELECTRIC, INC
 360 INDUSTRIAL DRIVE
 DAYTON DIVISION
 FRANKLIN, OH 45005
 US

937-743-1220
 Attn: BECKY HELMRICH

Requested By: Matt Davis

Customer ID: 206484

Job Name: Waynesville

<i>Customer PO Number</i>		<i>Ship Route</i>	<i>Taken by</i>				
RFQ Rockwell Select Sw/Nameplates/Contact Coil		NOR	JDW				
<i>Quantities</i>				<i>Item ID Item Description</i>	<i>Pricing UOM Unit Size</i>	<i>Unit Price</i>	<i>Extended Price</i>
<i>Ordered</i>		<i>UOM Unit Size</i>	<i>Disp.</i>				

2.000		EA		800TJ2B AB	EA	57.2000	114.40
Required:	12/19/2019		1.0	30mm Selector Switch 800T PB		1.0	
2.000		EA		CB013 AB	EA	85.7829	171.57
Required:	12/19/2019		1.0	NEMA Contactor Coil		1.0	
2.000		EA		TAG-2.00X2.250-WHT-BLK-30MM-23258316 IECAN		5.4000	10.80
Required:	12/19/2019		1.0	LAMACOID TAG PB 2.00 x 2.250 30MM		1.0	

Total Lines: 3

SUB-TOTAL: 296.77

TAX: 20.78

AMOUNT DUE: 317.55

Please reference CBT order number : 2918997

U.S. Dollars

CBT appreciates your business.

Resolution

Number 20-0253

Adopted Date February 18, 2020

APPROVE CHANGE ORDER NO. 1 TO THE CONTRACT WITH MOODY'S OF DAYTON, INC. FOR THE CONSTRUCTION OF THE 2019 WELL REDEVELOPMENT PROJECT, PURCHASE ORDER NO. 19001669

WHEREAS, this Board on January 07, 2020 entered into a Contract with Moody's of Dayton, Inc. for the construction of the 2019 Well Redevelopment Project; and

WHEREAS, upon removal, disassembly, and inspection of East Well Field Pump 9 it was discovered that new shafting, column pipe, wear rings, pump bearings and motor bearings are required due to age, long run time and deterioration of pump; and

WHEREAS, upon removal, disassembly, and inspection of Sod Farm Well Field Pump 5 it was discovered that new column pipe, wear rings, pump bearings and motor bearings are required due to age, long run time and deterioration of pump; and

WHEREAS, the Warren County Water and Sewer Department is seeking approval from the Warren County Board of Commissioners to allow Moody's of Dayton, Inc. to perform additional work items not contained within the Contract; and

WHEREAS, a Change Order and Purchase Order Increase are necessary in order to accommodate said change; and

NOW THEREFORE IT BE RESOLVED:

1. Approve Change Order No. 1 to the Contract with Moody's of Dayton, Inc. increase Purchase Order No. 19001669 by \$27,974.00 and creating a new Contract and Purchase Order price in the amount of \$346,801.00.
2. By said Change Order, attached hereto and made part hereof, all costs and work associated with the change shall be added to the Contract.
3. That the Board execute and sign Change Order No.1 of the Contract with Moody's of Dayton, Inc. for the construction of the 2019 Well Redevelopment Project.

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

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

Resolution adopted this 18th day of February 2020.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor
Water/Sewer (file)

c/a—Moody's of Dayton, Inc.
Project file



**Warren County
Water & Sewer Dept.**

406 Justice Drive
Lebanon, Ohio 45036
Phone: (513) 695-1377
FAX (513) 695-2995

CHANGE ORDER

DATE: January 27, 2020

Change Order Number 1
Project Name: 2019 Well Redevelopment Project

ITEM	DESCRIPTION	ADDITIONS	DELETIONS
1	East Wellfield Well No. 9 Repairs Provide all necessary labor, materials, and equipment to repair, replace, or rehabilitate the flowing: <ul style="list-style-type: none"> • Replace line shafts with new stainless steel shafting • Replace 8" column pipe due to excessive pitting • Replace pump wear rings • Replace pump bearings • Replace motor bearings 	\$14,167.00	
2	Sod Farm Wellfield Well No. 5 Repairs Provide all necessary labor, materials, and equipment to repair, replace, or rehabilitate the flowing: <ul style="list-style-type: none"> • Replace 8" column pipe due to excessive pitting • Replace pump wear rings • Replace pump bearings • Replace motor bearings 	\$13,807.00	
Sums of the ADDITIONS & DELETIONS		\$27,974.00	\$0
TOTALS FOR THIS CHANGE ORDER		\$27,974.00	

Attachments:

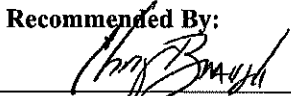
- Attachment 1 – PWE 9 Pump Rebuild
- Attachment 2 – PWS 5 Pump Rebuild

Original contract price \$318,827.00 .
 Current contract price adjusted by previous change orders \$318,827.00 .
 The Contract price due to this change order will be increased/~~decreased~~.
 The New contract price including this change order will be \$346,801.00

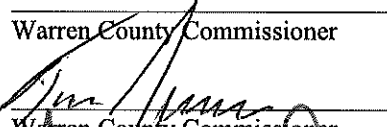
I HEREBY AGREE TO PERFORM THE WORK AND TO THE NON-PERFORMANCE OF WORK AS LISTED

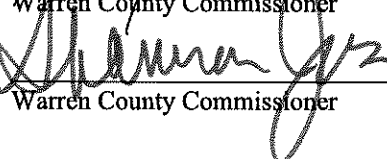

Contractor's Signature

1/27/20
Date

Recommended By:

Warren Sanitary Engineer

1/30/2020
Date

Warren County Commissioner


Warren County Commissioner


Warren County Commissioner

Date
2/18/2020
Date
2/18/2020
Date

WARREN COUNTY, OHIO
WATER AND SEWER DEPARTMENT

2019 WELL REDEVELOPMENT PROJECT

CHANGE ORDER NO. 1

ATTACHMENT 1 – PWE 9 PUMP REBUILD

MOODY'S of Dayton, Inc.



4359 INFIRMARY ROAD
MIAMISBURG, OHIO 45342-1231
PHONE AC 937-859-4482
FAX AC 937-859-4522
www.moodysofdayton.com

Jan 24, 2020

Warren County Water and Sewer
406 Justice Drive
Lebanon, OH 45036

Subject: PWE 9 Pump Rebuild

Attention: Kathryn Gilbert

Moody's of Dayton, Inc. has completed the teardown and inspection of the column pipe, shafting, and bowl assembly for PWE 9. The column pipe for PWE 9 is in fair condition, but is degrading at and above the threads. The pipe can be reused, but replacing the column pipe would benefit the well in the long term. The shafting is made of carbon steel and is extremely pitted, and there are two different sizes of shaft. Moody's recommends replacing it with new stainless steel shafting that is one consistent diameter. After teardown and inspection, Moody's found that the pump showed some signs of wear and was completely plugged with iron. The bowl assembly can be rebuilt but needs new wear rings and bearings to bring the bowl to original specifications. The motor also needs new bearings. The following is the cost to replace the column pipe, rebuild the pump, and rebuild the motor:

LABOR

25 Hrs Shop labor- straighten shafting, replace bearings,
Replace wear rings, motor inspection @ \$90/hr \$ 2,250.00


MATERIALS

1 Ls	New stainless steel shafting.....	\$ 2,445.00
1 Ls	New 8" epoxy coated column pipe.....	\$ 2,585.00
1 Ls	New wear rings.....	\$ 2,380.00
1 Ls	New pump bearings.....	\$ 1,957.00
1 Ls	New motor bearings.....	\$ 2,550.00
TOTAL COST		\$14,167.00

If you have any questions, please do not hesitate to call.

Thank you for the opportunity to serve Warren County.

Sincerely,


Jim Free
Geologist

WARREN COUNTY, OHIO
WATER AND SEWER DEPARTMENT

2019 WELL REDEVELOPMENT PROJECT

CHANGE ORDER NO. 1

ATTACHMENT 2 – PWS 5 PUMP REBUILD

MOODY'S of Dayton, Inc.



4359 INFIRMARY ROAD
MIAMISBURG, OHIO 45342-1231
PHONE AC 937-859-4482
FAX AC 937-859-4522
www.moodysofdayton.com

Jan 24, 2020

Warren County Water and Sewer
406 Justice Drive
Lebanon, OH 45036

Subject: PWS 5 Pump Rebuild

Attention: Kathryn Gilbert

Moody's of Dayton, Inc. has completed the teardown and inspection of the column pipe, shafting, and bowl assembly for PWS 5. The column pipe for PWS 5 is heavily encrusted with iron and manganese, and extremely pitted when power washed. Moody's believes that the pitting is severe enough to compromise the integrity of the pipe, and recommend replacing the entirety of the column pipe. The shafting needs straightened and some minor repairs but is in good shape and can be reused. After teardown and inspection, Moody's found that the pump showed signs of wear and was completely plugged with iron. The bowl assembly can be rebuilt but needs new wear rings and bearings to bring the bowl to original specifications. The motor also needs new bearings. The following is the cost to replace the column pipe, rebuild the pump, and rebuild the motor:

LABOR

25 Hrs Shop labor- straighten shafting, replace bearings,
Replace wear rings, motor inspection @ \$90/hr \$ 2,250.00

MATERIALS

1 Ls	New 8" epoxy coated column pipe.....	\$ 4,267.00
1 Ls	New wear rings.....	\$ 2,550.00
1 Ls	New pump bearings.....	\$ 2,190.00
1 Ls	New motor bearings.....	\$ 2,550.00
TOTAL COST		\$13,807.00

If you have any questions, please do not hesitate to call.

Thank you for the opportunity to serve Warren County.

Sincerely,

Jim Free
Geologist

Resolution

Number 20-0254

Adopted Date February 18, 2020

AUTHORIZE THE VICE PRESIDENT OF THE BOARD TO EXECUTE CHANGE ORDER #1 WITH GARBER ELECTRICAL CONTRACTORS, INC. RELATIVE TO THE WARREN COUNTY GOVERNMENT CAMPUS PAGING SYSTEM PROJECT

WHEREAS, pursuant to Resolution #19-1416, adopted October 24th, 2019 this Board entered into contract with Garber Electrical Contractors, Inc. relative to the Warren County Government Campus Paging Project; and

WHEREAS, the Director of Facilities Management is requesting Garber Electrical Contractors, Inc. to upgrade certain equipment to allow all-call paging between multiple facilities; and

WHEREAS, the Contract Price has been agreed upon and a Change Order to the contract is necessary; and

NOW THEREFORE BE IT RESOLVED, to authorize the Vice President of the Board to execute change order #1 with Garber Electrical Contractors, Inc., in the amount of \$3,750.00, resulting in a new contract price of \$153,015.00; 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. Grossmann. Upon call of the roll, the following vote resulted:

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

Resolution adopted this 18th day of February 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor ✓
c/a—Garber Electrical Contractors, Inc.
Facilities Management (file)



Proposed to:

Warren County
406 Justice Drive
Lebanon, OH 45036
P- 937-695-1256

To be performed at:

Warren County Government Campus
406 Justice Drive
Lebanon, OH 45036

Date quoted:

December 26, 2019

Attention: Trevor Hearn
Email: Trevor.Hearn@co.warren.oh.us

Change Order:

Change Order, for equipment change out to accomplish individual floor zones per building and all-call paging for all facilities.

The original Contract Sum was	\$149,265.00
The contract sum will be increased by this Change Order	\$3,750.00
The new Contract Sum will be	\$153,015.00

Includes:

- All work during normal business hours
- 1 year warranty on material and labor
- Testing, training and documentation
- Prevailing wage costs
- High lift

Exclusions:

- Sales tax
- Drywall patch work
- 120 volt power for panels
- Conduit stubs and back boxes

● CORPORATE OFFICE | 937.771.5202
100 Rockridge Road, Englewood, OH 45322

● COLUMBUS OFFICE | 614.212.7900
929 Eastwind Dr, Suite 206, Westerville, Ohio 43081

OH license #12553 KY license #12993

877.771.5202
garberelectric.com
garberconnect.com

Our team of systems designers and technicians offer our expertise for the following systems:

*Camera Surveillance
Network Cabling
Access Control
Audio/Visual*

*Mass Notification
Intrusion
Intercom
Paging*

Questions: Sales – Nick Eckstein Estimate – Nick Eckstein
Receipt of signed change order proposal required.
Monthly progress draws, due upon receipt with 2% finance charge after 10 days.
Commodity prices are volatile. The above pricing must be confirmed prior to purchase.

Information contained in this quote is the exclusive property of Garber Connect. Replication or use of this scope is expressly prohibited without the written consent of Garber Connect.

Authorized By Owner:

WARREN COUNTY BOARD OF COMMISSIONERS
406 JUSTICE DRIVE
LEBANON, OH 45036

By:  _____

Date: 2/18/2020

Accepted By Contractor:

GARBER ELECTRICAL CONTRACTORS, INC.
100 ROCKRIDGE ROAD
ENGLEWOOD, OH 45415

By:  _____

Date: 12/31/19

APPROVED AS TO FORM



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

Resolution

Number 20-0255

Adopted Date February 18, 2020

DECLARE VARIOUS ITEMS WITHIN BUILDING & ZONING, CLERK OF COURTS-
TITLES, COMMON PLEAS COURT- GENERAL, FACILITIES MANAGEMENT,
SHERIFF'S OFFICE AND WATER & SEWER - WATER DEPARTMENT AS SURPLUS
AND AUTHORIZE THE DISPOSAL OF SAID ITEMS

BE IT RESOLVED, to authorize disposal of various items from Building & Zoning, Clerk of
Courts- Titles, Common Pleas Court- General, Facilities Management, Sheriff's Office and
Water & Sewer- Water Department in accordance with the Ohio Revised Code; list of said items
attached hereto and made a part hereof.

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

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

Resolution adopted this 18th day of February 2020.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

/sr

cc: 2020 Auction file
Facilities Management (file)
Brenda Quillen, Auditor's Office

Warren County Facilities Management

B&Z20001

430 South East Street
513-695-1463

Michael D. Shadoan
Director

GovDeals Item Inspection Form

Building & Zoning

Date:

Jan 24, 2020

001

CHAIRS, FILING CABINETS, BOOKSHELF

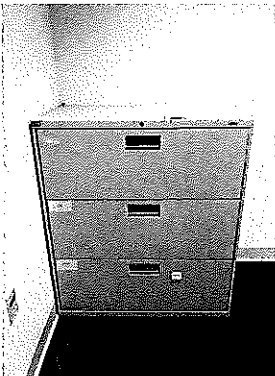


Select Item Type

Lot of Multiple Items

Qty	Brand	Model	Working Condition Y/N	Description
2			Y	OFFICE CHAIRS
2			Y	3 DRAWER FILING CABINETS
1			Y	BOOKSHELF

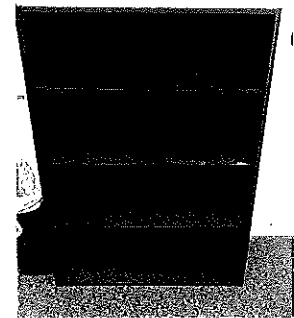
Additional Comments



(Click above to add additional picture)



(Click above to add additional picture)



(Click above to add additional picture)

Name: ANNA HELTON

Title: OFFICE ADMIN

Phone Number 513-695-1295

Location of Item: 3RD FLOOR

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).
Check your listing for accuracy, click the button below to submit by email. *Note: This is the only way auction items will be accepted.*

Warren County Facilities Management

GovDeals #

CKT20001

430 South East Street
513-695-1463

Michael D. Shadoan
Director

GovDeals Item Inspection Form

Clerk of Courts - Titles

Date:

01/22/2020

001

Desk chairs with cloth seats and web back.



Select Item Type

Lot of Multiple Items

Qty	Brand	Model	Working Condition Y/N	Description
3			y	Office Desk Chairs

Additional Comments

(Click above to add additional picture)

(Click above to add additional picture)

(Click above to add additional picture)

Name: Vickie Gray

Title: Chief Deputy

Phone Number 513-695-1795

Location of Item: Facility Management

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).
Check your listing for accuracy, click the button below to submit by email. *Note: This is the only way auction items will be accepted.*

Warren County Facilities Management

GovDeals #

CKT20002

430 South East Street
513-695-1463

Michael D. Shadoan
Director

GovDeals Item Inspection Form

Clerk of Courts - Titles

Date:

01/22/2020

002

Gray desk with 2 side drawers and 1 center drawer



Select Item Type

Single Item

Category

Office Equipment/Supplies

Brand

ID # 17351

Model #

Serial #

Date Removed From Service

01/22/2020

Did Item Work When Removed?

Yes

No

Unknown

Additional Comments

(Click above to add additional picture)

(Click above to add additional picture)

(Click above to add additional picture)

Name: Vickie Gray

Title: Chief Deputy

Phone Number 513-695-1795

Location of Item: Facility Management

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).
Check your listing for accuracy, click the button below to submit by email. *Note: This is the only way auction items will be accepted.*

Warren County Facilities Management

GovDeals #

CKT20003

430 South East Street
513-695-1463

Michael D. Shadoan
Director

GovDeals Item Inspection Form

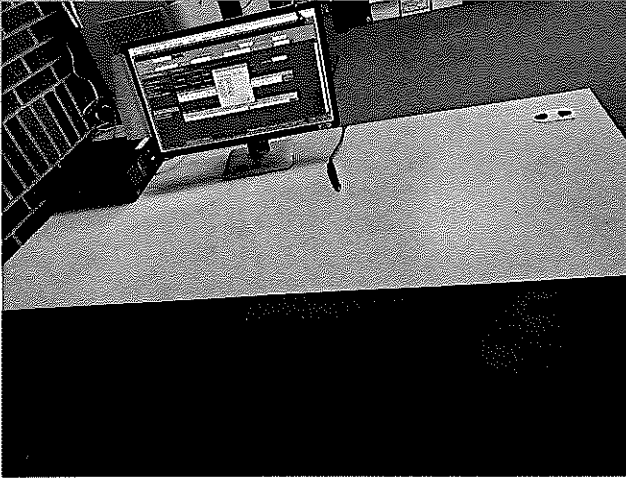
Clerk of Courts - Titles

Date:

01/22/2020

003

Gray desk with 2 side drawers and 1 center drawer



Select Item Type

Single Item

Category

Office Equipment/Supplies

Brand

ID # 3199

Model #

Serial #

Date Removed From Service

01/22/2020

Did Item Work When Removed?

Yes

No

Unknown

Additional Comments

(Click above to add additional picture)

(Click above to add additional picture)

(Click above to add additional picture)

Name: Vickie Gray

Title: Chief Deputy

Phone Number 513-695-1795

Location of Item:

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).
Check your listing for accuracy, click the button below to submit by email. *Note: This is the only way auction items will be accepted.*

Warren County Facilities Management

GovDeals #

CKT20004

430 South East Street
513-695-1463

Michael D. Shadoan
Director

GovDeals Item Inspection Form

Clerk of Courts - Titles

Date:

01/22/2020

004

Gray desk with 2 side drawers and 1 center drawer



Select Item Type

Single Item

Category

Office Equipment/Supplies

Brand

ID # 3198

Model #

Serial #

Date Removed From Service

01/22/2020

Did Item Work When Removed?

Yes

No

Unknown

Additional Comments

(Click above to add additional picture)

(Click above to add additional picture)

(Click above to add additional picture)

Name: Vickie Gray

Title: Chief Deputy

Phone Number 513-695-1795

Location of Item: Facility Management

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).
Check your listing for accuracy, click the button below to submit by email. *Note: This is the only way auction items will be accepted.*

Warren County Facilities Management

GovDeals #

CKT20005

430 South East Street
513-695-1463

Michael D. Shadoan
Director

GovDeals Item Inspection Form

Clerk of Courts - Titles

Date:

01/23/2019

005

3 green 6 drawer file cabinets



Select Item Type

Lot of Multiple Items

Qty	Brand	Model	Working Condition Y/N	Description
1	cabinet	ID #14238	y	2 large drawers and 4 file card drawers
1	cabinet	ID #14239	y	2 large drawers and 4 file card drawers
1	cabinet	ID #14240	y	2 large drawers and 4 file card drawers

Additional Comments

(Click above to add additional picture)

(Click above to add additional picture)

(Click above to add additional picture)

Name: Vickie Gray

Title: Chief Deputy

Phone Number 513-695-1795

Location of Item: Facility Management

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).
Check your listing for accuracy, click the button below to submit by email. *Note: This is the only way auction items will be accepted.*

Warren County Facilities Management

GovDeals #

CKT20006

430 South East Street
513-695-1463

Michael D. Shadoan
Director

GovDeals Item Inspection Form

Clerk of Courts - Titles

Date:

01/23/2020

006

6 red conference chairs



Select Item Type

Lot of Multiple Items

Qty	Brand	Model	Working Condition Y/N	Description
1	Chair	ID # 03213	y	Red Cloth bottom and back with black metal frame
1	Chair	ID # 03215	y	Red Cloth bottom and back with black metal frame
1	Chair	ID # 03218	y	Red Cloth bottom and back with black metal frame
1	Chair	ID # 03219	y	Red Cloth bottom and back with black metal frame
1	Chair	ID # 03220	y	Red Cloth bottom and back with black metal frame
1	Chair	ID # 03221	y	Red Cloth bottom and back with black metal frame

Additional Comments



(Click above to add additional picture)

(Click above to add additional picture)

(Click above to add additional picture)

Name: Vickie Gray

Title: Chief Deputy

Phone Number 513-659-1795

Location of Item: Facility Management

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).
Check your listing for accuracy, click the button below to submit by email. *Note: This is the only way auction items will be accepted.*

Warren County Facilities Management

GovDeals #

CKT20007

430 South East Street
513-695-1463

Michael D. Shadoan
Director

GovDeals Item Inspection Form

Clerk of Courts - Titles

Date:

01/23/2020

007

4 tan office chair



Select Item Type

Lot of Multiple Items

Qty	Brand	Model	Working Condition Y/N	Description
1	Chair	ID # 03006	y	Tan cloth with oak frame
1	Chair	ID # 03007	y	Tan cloth with oak frame
1	Chair	ID # 03008	y	Tan cloth with oak frame
1	Chair	ID # 03009	y	Tan cloth with oak frame

Additional Comments

(Click above to add additional picture)

(Click above to add additional picture)

(Click above to add additional picture)

Name: Vickie Gray

Title: Chief Deputy

Phone Number 513-695-1795

Location of Item: Facility Management

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).
Check your listing for accuracy, click the button below to submit by email. *Note: This is the only way auction items will be accepted.*

Warren County Facilities Management

GovDeals # CKT20008

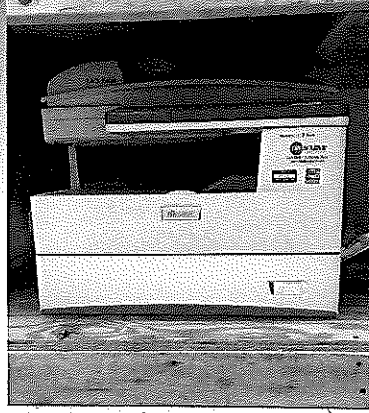
430 South East Street
513-695-1463

Michael D. Shadoan
Director

GovDeals Item Inspection Form

Clerk of Courts - Titles Date: 01/23/2020 008

Copy Scan Fax Machine



Select Item Type: Single Item

Category: Office Equipment/Supplies Brand: Muratec

Model #: MFX1950 Serial #: ID # 22238

Date Removed From Service: 01/23/2020 Did Item Work When Removed?
 Yes No Unknown

Additional Comments

(Click above to add additional picture)

(Click above to add additional picture)

(Click above to add additional picture)

Name: Vickie Gray Title: Chief Deputy Phone Number 513-695-1795

Location of Item: Facility Management

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).
Check your listing for accuracy, click the button below to submit by email. *Note: This is the only way auction items will be accepted.*

Warren County Facilities Management

GovDeals #

CKT20009

430 South East Street
513-695-1463

Michael D. Shadoan
Director

GovDeals Item Inspection Form

Clerk of Courts - Titles

Date:

01/23/2020

009

Copy Scan Fax Machine



Select Item Type

Single Item

Category

Office Equipment/Supplies

Brand

Muratec

Model #

F300

Serial #

ID # 28544

Date Removed From Service

01/23/2020

Did Item Work When Removed?

Yes

No

Unknown

Additional Comments

(Click above to add additional picture)

(Click above to add additional picture)

(Click above to add additional picture)

Name: Vickie Gray

Title: Chief Deputy

Phone Number 513-695-1795

Location of Item: Facility Management

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).
Check your listing for accuracy, click the button below to submit by email. *Note: This is the only way auction items will be accepted.*

430 South East Street
513-695-1463

Michael D. Shadoan
Director

GovDeals Item Inspection Form

Clerk of Courts - Titles

Date:

01/23/2020

010

5 Filing Cabinets



Select Item Type

Lot of Multiple Items

Qty	Brand	Model	Working Condition Y/N	Description
1	cabinet	ID #04724	y	4 drawer black filing cabinet
1	cabinet	ID #03082	y	4 drawer tan filing cabinet
1	cabinet	ID #03080	y	4 drawer tan filing cabinet
1	cabinet	ID #03050	y	4 drawer tan filing cabinet
1	cabinet	ID #03077	y	4 drawer tan filing cabinet

Additional Comments



(Click above to add additional picture)

(Click above to add additional picture)

(Click above to add additional picture)

Name: Vickie Gray

Title: Chief Deputy

Phone Number 513-695-1795

Location of Item: Facility Management

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).
Check your listing for accuracy, click the button below to submit by email. *Note: This is the only way auction items will be accepted.*

430 South East Street
513-695-1463

Michael D. Shadoan
Director

GovDeals Item Inspection Form

Common Pleas Court - General

Date:

Jan 9, 2020

010

Green chairs with metal frames



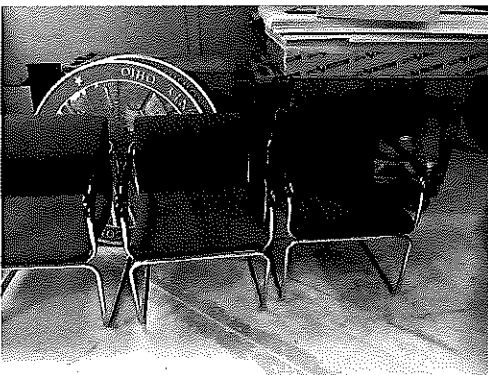
Select Item Type

Lot of Multiple Items

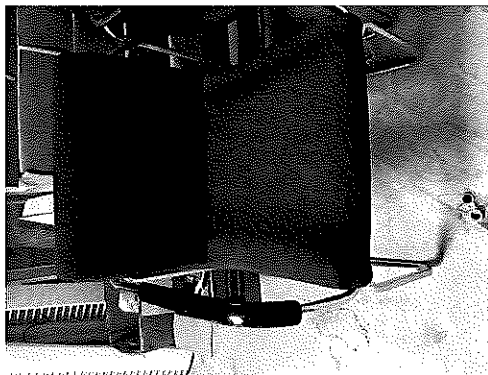
Qty	Brand	Model	Working Condition Y/N	Description
6				green chairs w metal frames

Additional Comments

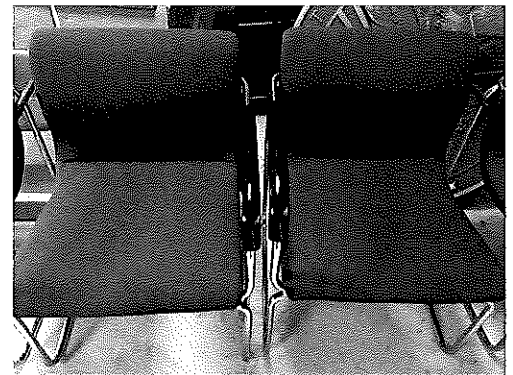
(6) Green Chairs is good shape
Have metal frames



(Click above to add additional picture)



(Click above to add additional picture)



(Click above to add additional picture)

Name: Cindy Prewitt

Title: Fiscal Coordinator

Phone Number 513 695 2596

Location of Item: Common Pleas Bldg GovDeals Room, 500 Justice Dr, Lebanon, OH 45036

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).
Check your listing for accuracy, click the button below to submit by email. *Note: This is the only way auction items will be accepted.*

Warren County Facilities Management

GovDeals #

CPC20011

430 South East Street
513-695-1463

Michael D. Shadoan
Director

GovDeals Item Inspection Form

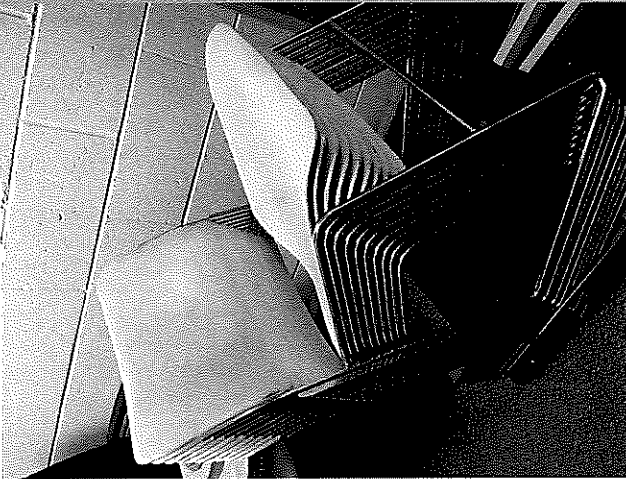
Common Pleas Court - General

Date:

Jan 31, 2020

011

Sturdy plastic and metal chairs



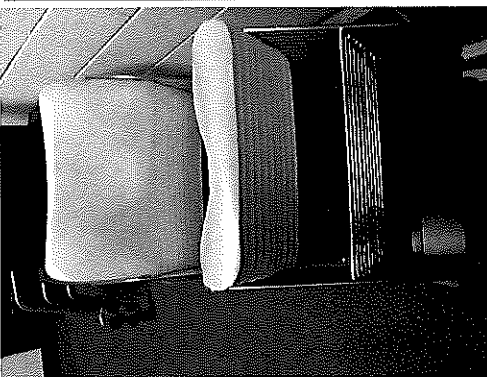
Select Item Type

Lot of Multiple Items

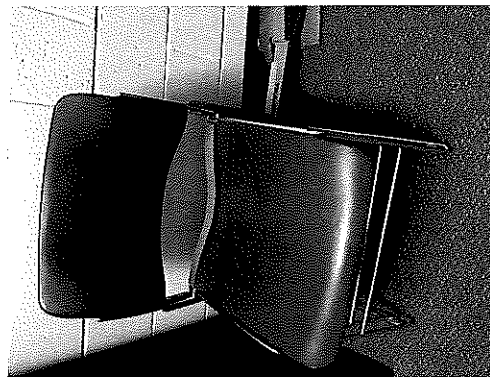
Qty	Brand	Model	Working Condition Y/N	Description
10				Yellow hard plastic and metal chair
1				Brown hard plastic and metal chair
1				Orange hard plastic and metal chair

Additional Comments

12 Sturdy plastic and metal chairs - different colors



(Click above to add additional picture)



(Click above to add additional picture)



(Click above to add additional picture)

Name: CINDY PREWITT

Title: FISCAL COORDINATOR

Phone Number 513-695-2596

Location of Item: WARREN COUNTY COMMON PLEAS CT, 500 JUSTICE DRIVE, LEBANON OH

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).
Check your listing for accuracy, click the button below to submit by email. *Note: This is the only way auction items will be accepted.*

Warren County Facilities Management

GovDeals #

FAC20001

430 South East Street
513-695-1463

Michael D. Shadoan
Director

GovDeals Item Inspection Form

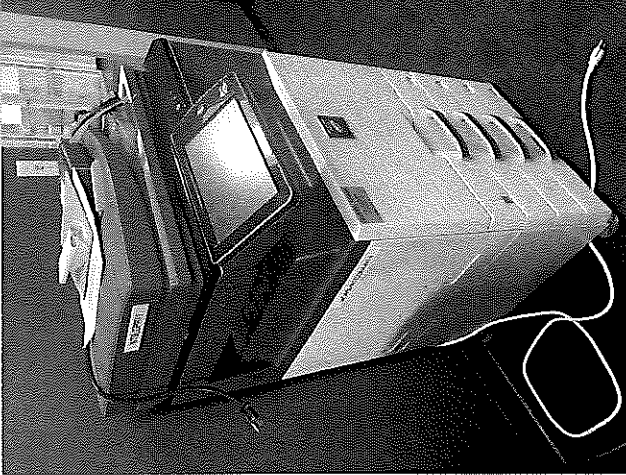
Facilities Management

Date:

01/23/2020

001

Copy Scan Fax Machine



Select Item Type

Single Item

Category

Office Equipment/Supplies

Brand

SHARP

Model #

MX3640

Serial #

3E002446

Date Removed From Service

01/23/2020

Did Item Work When Removed?

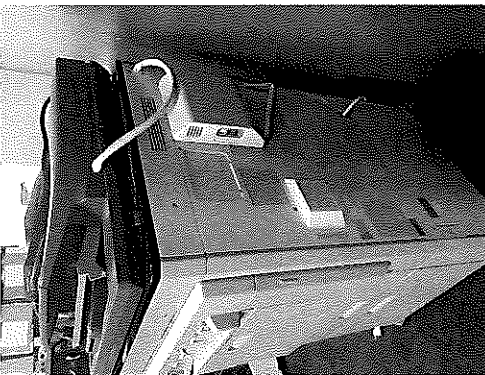
Yes

No

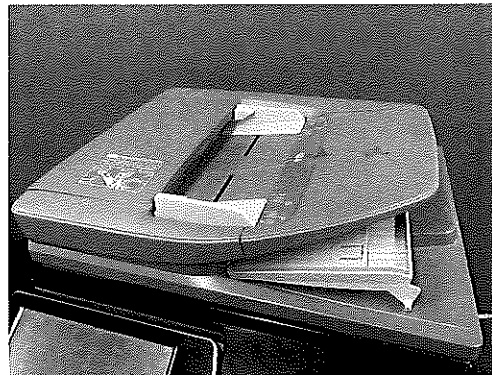
Unknown

Additional Comments

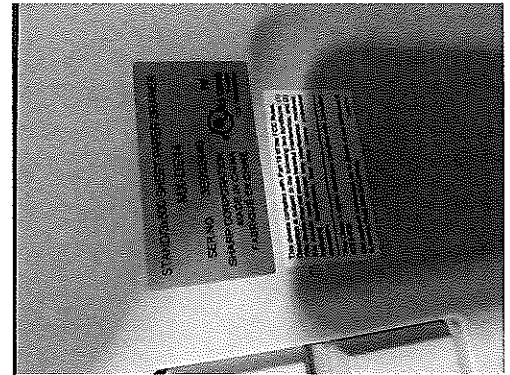
TOUCH SCREEN HAS A PULL DOWN KEYBOARD IF YOU REQUIRE TO TYPE. THE PRINTER IS ABLE TO FAX, SCAN, COPY AND PRINT UP TO 11x17. HAS A BYPASS TRAY FOR SHEETS OF PAPERS SIZES RANGING FROM 3-3/8" TO 12". PRINTING SPEED IS 36 PPM FOR BLACK AND COLOR. WAS IN WORKING CONDITION WHEN REMOVED FROM SERVICE.



(Click above to add additional picture)



(Click above to add additional picture)



(Click above to add additional picture)

Name: SAMUEL ROBERTS

Title: ASSOCIATE ARCHITECT

Phone Number 513-695-1795

Location of Item: 430 JUSTICE DRIVE LEBANON OHIO 45036, OFFICE AREA

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).
Check your listing for accuracy, click the button below to submit by email. *Note: This is the only way auction items will be accepted.*

Warren County Facilities Management

GovDeals #

FAC20002

430 South East Street
513-695-1463

Michael D. Shadoan
Director

GovDeals Item Inspection Form

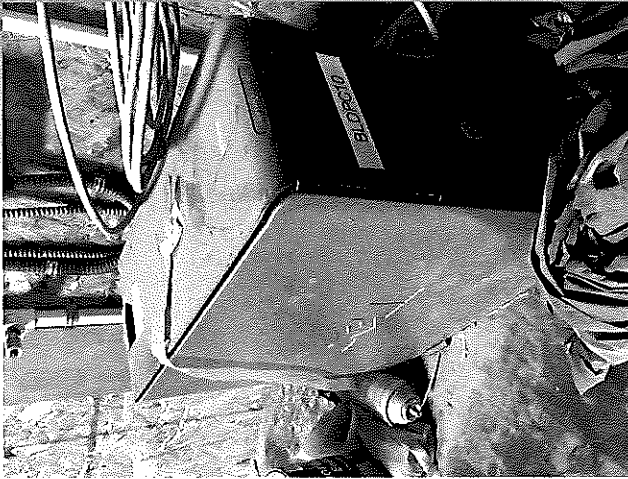
Facilities Management

Date:

01/31/2020

002

HP WORKSTATION & ARTICULATING MOUNT



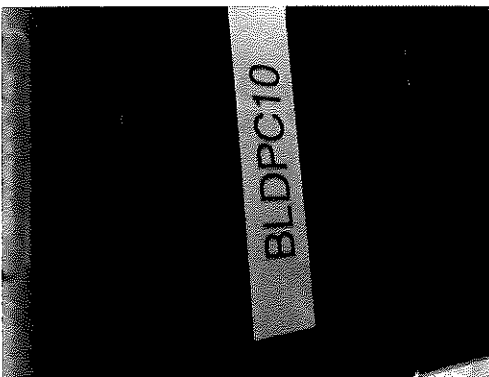
Select Item Type

Lot of Multiple Items

Qty	Brand	Model	Working Condition Y/N	Description
1	DELL		UNK	OPTIPLEX 745, HARD DRIVE REMOVED.
1	PEERLESS	SA761PU	YES	

Additional Comments

PEERLESS INDUSTRIES ARTICULATING MOUNT. CAN HOLD UP TO 125 LBS.



(Click above to add additional picture)



(Click above to add additional picture)

(Click above to add additional picture)

Name: SAMUEL ROBERTS

Title: ASSOCIATE ARCHITECT

Phone Number 513-695-3125

Location of Item: 430 JUSTIC DRIVE, LEBANON, OHIO 45036, OFFICE AREA

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).
Check your listing for accuracy, click the button below to submit by email. *Note: This is the only way auction items will be accepted.*

Warren County Facilities Management

GovDeals #

FAC20003

430 South East Street
513-695-1463

Michael D. Shadoan
Director

GovDeals Item Inspection Form

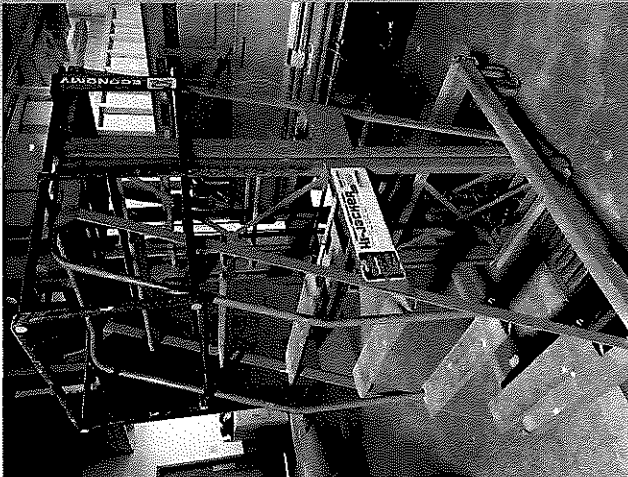
Facilities Management

Date:

Feb 4, 2020

003

HP WORKSTATION & ARTICULATING MOUNT



Select Item Type

Single Item

Category

Builders Supplies

Brand

economy

Model #

HJ-15-M

Serial #

PA44156C

Date Removed From Service

01/23/2020

Did Item Work When Removed?

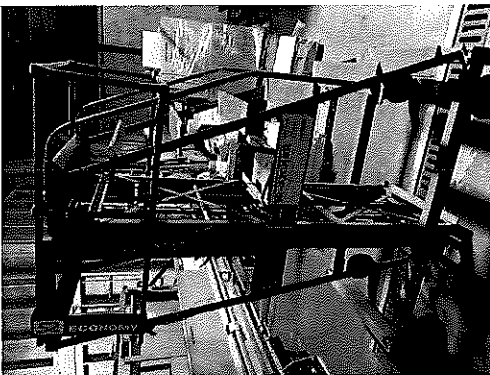
Yes

No

Unknown

Additional Comments

HI- JACKER IS A MANUAL CRANK 15' LIFT. WEIGHT CAPACITY IS 300 LBS. CONDITION IS UNKNOWN DUE TO NOT HAVE BEEN USED IN A WHILE.



(Click above to add additional picture)



(Click above to add additional picture)



(Click above to add additional picture)

Name: SAMUEL ROBERTS

Title: ASSOCIATE ARCHITECT

Phone Number 513-695-3125

Location of Item: 430 JUSTIC DRIVE, LEBANON, OHIO 45036, OFFICE AREA

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).
Check your listing for accuracy, click the button below to submit by email. *Note: This is the only way auction items will be accepted.*

Warren County Facilities Management

GovDeals # FAC20004

430 South East Street
513-695-1463

Michael D. Shadoan
Director

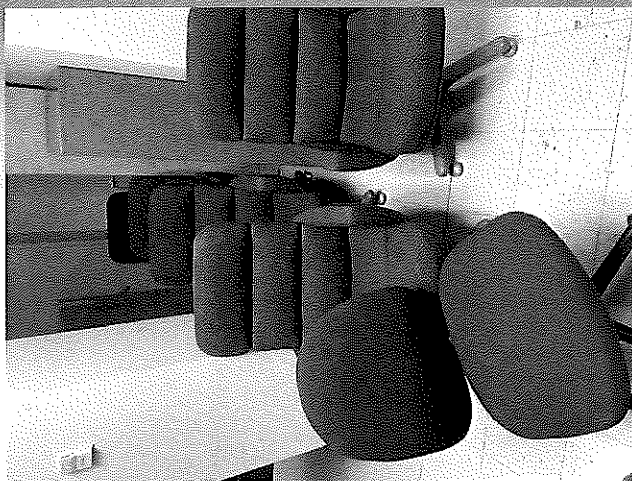
GovDeals Item Inspection Form

Facilities Management

Date: Feb 4, 2020

004

LOT OF CHAIRS



Select Item Type

Single Item

Category Furniture/Furnishings

Brand

Model #

Serial #

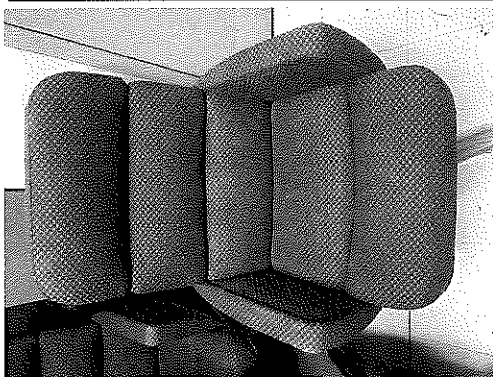
Date Removed From Service 01/23/2020

Did Item Work When Removed?

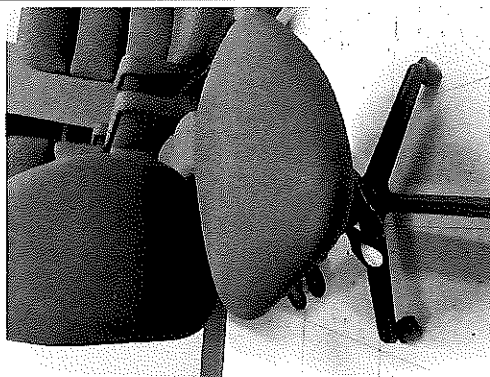
Yes No Unknown

Additional Comments

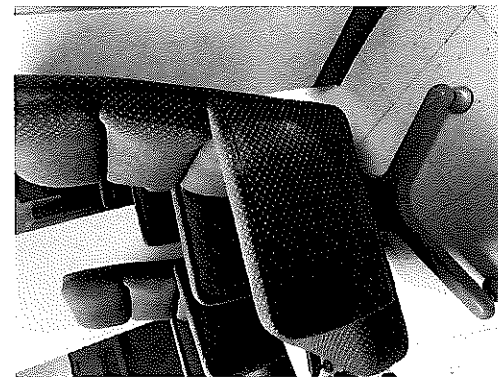
5 QTY. GREEN CLOTH CUSHION BACK REST AND SET. STATIONARY BASE. HAS PADDED ARM REST. CONDITION OF CHAIR IS OK BUT DOES HAVE SIGNS OF WEAR.
1 QTY. GREEN CLOTH CUSHION BACK REST AND SET. HAS FIVE CASTER FOR MOBILITY. THE CHAIR HAS THE ABILITY TO ADJUST HEIGHT POSITION, TILT BACK REST.
CONDITION OF CHAIR IS OK BUT DOES HAVE SIGNS OF WEAR.



(Click above to add additional picture)



(Click above to add additional picture)



(Click above to add additional picture)

Name: SAMUEL ROBERTS

Title: ASSOCIATE ARCHITECT

Phone Number 513-695-3125

Location of Item: 430 JUSTIC DRIVE, LEBANON, OHIO 45036, OFFICE AREA

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).
Check your listing for accuracy, click the button below to submit by email. *Note: This is the only way auction items will be accepted.*

Warren County Facilities Management

GovDeals #

FAC20005

430 South East Street
513-695-1463

Michael D. Shadoan
Director

GovDeals Item Inspection Form

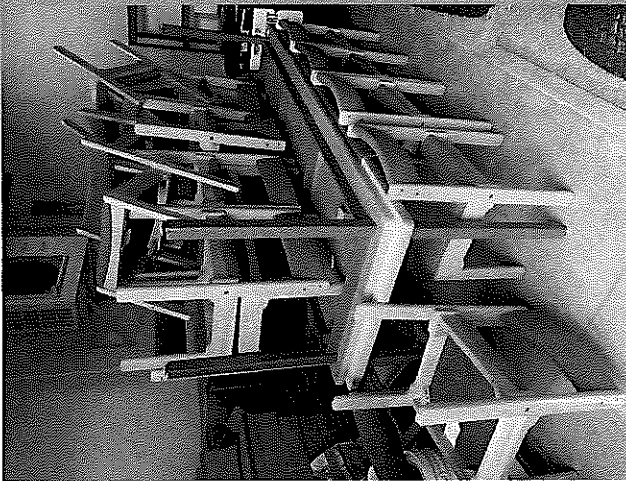
Facilities Management

Date:

01/31/2020

005

LOT OF CHAIRS AND TABLES



Select Item Type

Single Item

Category

Furniture/Furnishings

Brand

Model #

Serial #

Date Removed From Service

01/23/2020

Did Item Work When Removed?



Yes



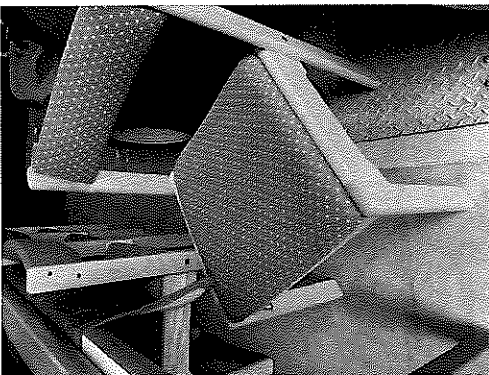
No



Unknown

Additional Comments

2 QTY. TABLES WITH METAL LEGS WITH LAMINATED TABLE TOP. TABLES ARE IN OK CONDITION DOES HAVE SOME SCRATCH ON TABLE TOP.
16 QTY. SIMILAR TO OAK WOOD CHAIRS WITH A BLUE GREEN PATTERN CLOTH BACK REST AND PADDED SEAT. CONDITION OF CHAIRS ARE OK BUT DO SHOW SOME WEAR AND TEAR.



(Click above to add additional picture)

(Click above to add additional picture)

(Click above to add additional picture)

Name: SAMUEL ROBERTS

Title: ASSOCIATE ARCHITECT

Phone Number 513-695-3125

Location of Item: 406 JUSTIC DRIVE, LEBANON, OHIO 45036, BASEMENT LOADING DOCK

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).
Check your listing for accuracy, click the button below to submit by email. *Note: This is the only way auction items will be accepted.*

430 South East Street
513-695-1463

Michael D. Shadoan
Director

GovDeals Item Inspection Form

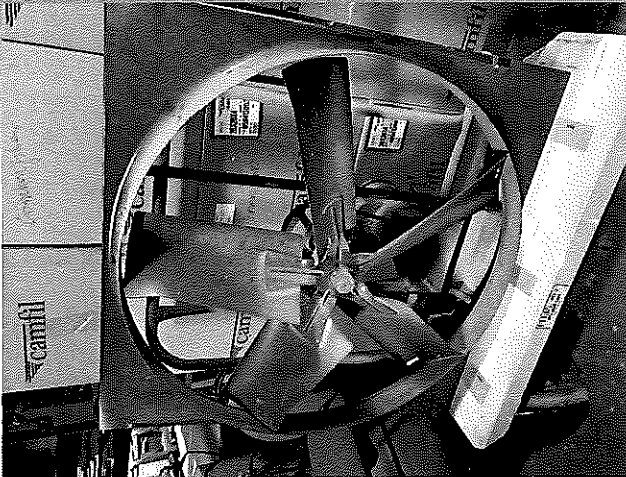
Facilities Management

Date:

01/31/2020

006

LARGE INDUSTRIAL FAN



Select Item Type

Single Item

Category

HVAC Equipment

Brand

BALDOR RELIANCER

Model #

Serial #

F1210310771

Date Removed From Service

01/23/2020

Did Item Work When Removed?

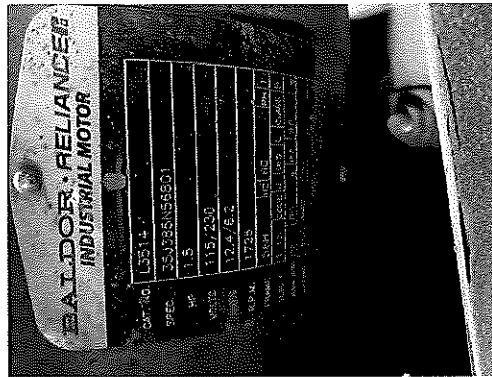
 Yes No Unknown

Additional Comments

LARGE INDUSTRIAL FAN WAS USED IN THE WORK SHOP. FAN IS IN GOOD WORKING CONDITION. WAS REMOVED DUE BECAUSE THERE WAS NO NEED FOR IT ANYMORE



(Click above to add additional picture)



(Click above to add additional picture)

(Click above to add additional picture)

Name: SAMUEL ROBERTS

Title: ASSOCIATE ARCHITECT

Phone Number 513-695-3125

Location of Item: 430 JUSTIC DRIVE, LEBANON, OHIO 45036, WEARHOUSE

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).
Check your listing for accuracy, click the button below to submit by email. *Note: This is the only way auction items will be accepted.*

Warren County Facilities Management

GovDeals #

SHF20100

430 South East Street
513-695-1463

Michael D. Shadoan
Director

GovDeals Item Inspection Form

Sheriff

Date: Jan 23, 2020

100

Ferguson 30 Tractor



Select Item Type

Single Item

Category

Tractor

Brand

Ferguson

Model #

Serial #

TO128648

Date Removed From Service

Did Item Work When Removed?

Yes

No

Unknown

Additional Comments

Gray Ferguson 30 Tractor, Motor #Z129-370581 with attached mowing deck, seized/surrendered working condition is unknown. Will require a trailer to remove from property. Anyone wanting to view tractor must make an appointment with property room manager Kristin Bird at 513-695-1874 or Beverly King at 513-695-1483. ****Winning bidder must contact Kristin or Beverly to arrange for pickup of tractor.****



(Click above to add additional picture)



(Click above to add additional picture)

(Click above to add additional picture)

Name: Nicki Bishop

Title: WCSO - Fiscal

Phone Number x1285

Location of Item: WCSO Impound Lot

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).
Check your listing for accuracy, click the button below to submit by email. *Note: This is the only way auction items will be accepted.*

430 South East Street
513-695-1463

Michael D. Shadoan
Director

GovDeals Item Inspection Form

Sheriff

Date:

Jan 24, 2020

101

2008 FORD TAURUS



Select Item Type

Vehicle

Vin #

1FAHP24W28G110386

Title restriction?

Yes No

Odometer Reading

148939

Yes

Accurate?

No Unknown

Year

2008

Make

FORD

Model

TAURUS

Does it Start?

Yes No With Boost

Does it run?

Yes No

Color

TAN

Exterior Condition?

Good Minor Dents, Dings
Scratches or rust Sever dents, Dings
Scratches or Rust

Interior

Cloth Leather Other

Interior Condition?

Good Fair Poor

Additional Comments

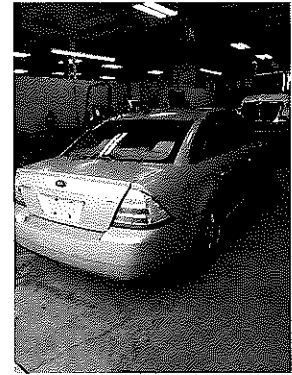
2008 FORD TAURUS. 3.5L V6 GASOLINE ENGINE. AUTOMATIC TRANSMISSION. 2WD. STOCK AM/FM CD RADIO, A/C, CRUISE CONTROL, TILT STEERING, POWER MIRRORS, POWER STEERING, POWER WINDOWS, POWER DOOR LOCKS, POWER SEATS. VEHICLE IS BEING REMOVED DUE TO AGE, MILEAGE, AND OVERALL CONDITION. RUST ON REAR QUARTER PANELS.



(Click above to add additional picture)



(Click above to add additional picture)



(Click above to add additional picture)

Name: Nicki Bishop

Title: WCSO - Fiscal

Phone Number x1285

Location of Item: 1433 WEST MAIN STREET LEBANON OHIO 45036. WARREN COUNTY GARAGE

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).
Check your listing for accuracy, click the button below to submit by email. *Note: This is the only way auction items will be accepted.*

Warren County Facilities Management

GovDeals #

WAT20001

430 South East Street
513-695-1463

Michael D. Shadoan
Director

GovDeals Item Inspection Form

Water & Sewer - Water

Date:

Jan 31, 2020

001

5 OFFICE CHAIRS



Select Item Type

Single Item

Category

Office Equipment/Supplies

Brand

Model #

Serial #

Date Removed From Service

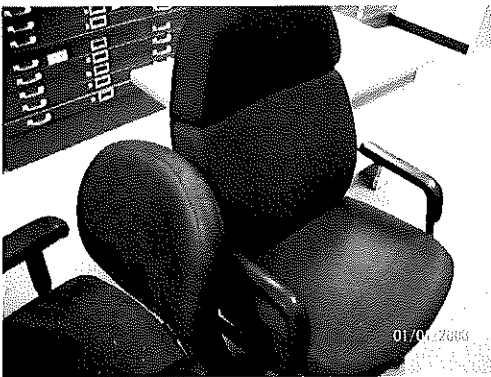
Did Item Work When Removed?

Yes

No

Unknown

Additional Comments



(Click above to add additional picture)

(Click above to add additional picture)

(Click above to add additional picture)

Name: Amy Hensley

Title: Financial Asst.

Phone Number 513 695 2307

Location of Item: 406 Justice Dr Lebanon Ohio 45036

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).
Check your listing for accuracy, click the button below to submit by email. *Note: This is the only way auction items will be accepted.*

Resolution

Number 20-0256

Adopted Date February 18, 2020

ACKNOWLEDGE APPROVAL OF FINANCIAL TRANSACTIONS

WHEREAS, pursuant to Resolutions #10-0948 and #16-1936, this Board authorized approval of necessary financial documents in their absence by the County Administrator, Deputy County Administrator, or Clerk of Commissioners; and

WHEREAS, it is necessary to approve appropriation adjustments and supplemental appropriations in order to make a timely payments; and

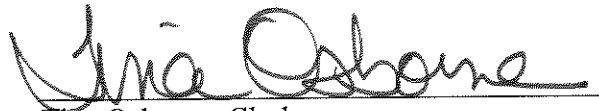
NOW THEREFORE BE IT RESOLVED, to acknowledge approval of financial transactions as attached hereto and made a part hereof.

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

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

Resolution adopted this 18th day of February 2020.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

/tao

cc: Auditor
Appropriation Adjustment file
Supplemental App. file
Board of Elections (file)
Children Services (file)
Developmental Disabilities (file)
Sheriff (file)
Workforce Investment Board (file)
Veterans (file)

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

BE IT RESOLVED, to approve the following appropriation adjustments:

\$1000.00 from #11011300-5910 (Travel) *Other Expense*
into #11011300-5911 (Non Taxable Meal Fringe)

\$3000.00 from #11011300-5910 (Travel) *Other Expense*
into #11011300-5922 (Taxable Meal Fringe)

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

M
M
M

Resolution adopted this day of February 2020 .

BOARD OF COUNTY COMMISSIONERS

Tina Osborne, Clerk

Appropriations adj

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

A Zindel 1-29-2020
TB ratified 2-18-2020

u

APPROVE SUPPLEMENTAL APPROPRIATION ADJUSTMENT WITHIN CHILDREN SERVICES FUND #273 *2273*

BE IT RESOLVED, to approve the following supplemental appropriation adjustment:

\$40,000.00 into #227351005317 (Non ^{Capital} ~~Capital~~ Purchases)

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

M
M
M

Resolution adopted this day of 2020.

BOARD OF COUNTY COMMISSIONERS

Tina Osborne, Clerk

jc/suppappadj 1.28.20

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

T. Zindel 1-29-2020

TB rational 2-18-2020

ll



WARREN COUNTY BOARD OF DEVELOPMENTAL DISABILITIES BOARD RESOLUTION

Resolution Number: 20-01-15

Date of Resolution: 01-27-2020

Topic of Resolution: Appropriation Adjustments.

RESOLUTION

Whereas, additional allocations have been requested in order to meet the needs of the agency for the remainder of calendar year 2020, and

Whereas, some other line items contain allocations that exceed the need for the remainder of calendar year 2020.

THEREFORE, BE IT RESOLVED, that the Warren County Board of Developmental Disabilities authorizes the approval of the following appropriation adjustments.

Table with 4 columns: Amount, Direction, Code, and Expense Category. Rows show adjustments for Other Expenses, Taxable Meal Fringe, and Non-Taxable Meal Fringe.

Number of Board Members Present 5

Abstentions 0
In Favor 5
Opposed 0

President, Warren County Board of Developmental Disabilities

Handwritten signatures and dates: 1/29-2020, TB ratified 2-18-2020

Handwritten mark

APPROVE APPROPRIATION ADJUSTMENT WITHIN THE WATER REVENUE FUND NO. 5510

WHEREAS, the Water and Sewer department incurs costs for Data Board Approval Non Capital Purchase under \$10,000; and

WHEREAS, an Appropriation Adjustment is necessary to accommodate said costs; and

NOW THEREFORE BE IT RESOLVED, to approve the following Appropriation Adjustment:

\$5,000.00 from 55103200 5317 (Capital Purchases under \$10,000)
into 55103200 5318 (Data BD Approv Non Capital Purchases)

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

Resolution adopted this _____ day of _____, 2020.

BOARD OF COUNTY COMMISSIONERS

Tina Osborne, Clerk

jad

cc: Water/Sewer (File)____
Auditor _____
OMB
Appropriation Adjustment File
I: Approp Adj 5317 to 5318

Tina Osborne 1/29/20
To Be Ratified 2/18/20

to

APPROVE SUPPLEMENTAL APPROPRIATION ADJUSTMENT WITHIN SHERIFF'S OFFICE FUND #2293

BE IT RESOLVED, to approve the following supplemental appropriation adjustment within Warren County Sheriff's Office Fund #2293:

\$1,500.00 22932200 5317 NON CAPITAL PURCHASES ✓

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

M
M
M

Resolution adopted this ____ day of _____ 2020.

BOARD OF COUNTY COMMISSIONERS

Tina Osborne, Clerk

cc: Auditor _____
Supplemental App. file
Sheriff (file)
OMB

A Zindel 24 2020

TB Zahrad 2-18-2020

u

APPROVE APPROPRIATION ADJUSTMENTS WITHIN WORKFORCE INVESTMENT BOARD FUND #2238

BE IT RESOLVED, to approve the following appropriation adjustments:

\$ 5,000.00	from #22385800-5410	(Contracts BOCC Approved) ✓
	into #22385800-5911	(Non Taxable Meal Fringe) ✓
\$ 1,000.00	from #22385800-5910	(Other Expense) ✓
	into #22385800-5922	(Taxable Meal Fringe) ✓

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

M
M
M

Resolution adopted this 4th day of February 2020.

BOARD OF COUNTY COMMISSIONERS

Tina Osborne, Clerk

cc: Auditor _____
Appropriation Adjustment file
Workforce Investment Board (file)

A. Zaidi 2-4-2020

TB ratified 2-18-2020

el

APPROVE APPROPRIATION ADJUSTMENT WITHIN CHILDREN SERVICES FUND
#2273

BE IT RESOLVED, to approve the following appropriation adjustment to process vacation leave payout for former employee of Children Services, Kairee Bedinghaus:

\$1,060.00 from #22735100-5102 (Regular Salaries) ✓
into #22735100-5882 (Accum. Vacation Payout) ✓

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

M
M
M

Resolution adopted this day of 2020.

BOARD OF COUNTY COMMISSIONERS

Tina Osborne, Clerk

jc/appadjvacation 01.31.20 KB

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

↑ Zindel 2-4-2020

TR ratified 2-18-2020

m

2/4/20

APPROVE APPROPRIATION ADJUSTMENTS FROM/INTO VETERANS FUNDS

BE IT RESOLVED, to approve the following appropriation adjustment:

\$ 10,000.00 from #11015220-5920 (VET ALLOWANCES)
\$ 10,000.00 into #11015210-5997 (VET OPERATIONAL TRANSFERS)

Requested By: Amanda Stephens, Veterans Office

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

M
M
M

Resolution adopted this day of 2020.

BOARD OF COUNTY COMMISSIONERS

Tina Osborne, Clerk

cc: Auditor _____
Appropriation Adj. file
Veterans (file)
OMB

T Jundil # 2-4-2020

FB ratified 2-18-2020

APPROVE APPROPRIATION ADJUSTMENT WITHIN CHILDREN SERVICES FUND
#2273

BE IT RESOLVED, to approve the following appropriation adjustment:

\$7,440.00 from #22735100-5910 (Other Expenses)
into #22735160-5910 (Children Services-Donation)

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

M
M
M

Resolution adopted this day of 2020.

BOARD OF COUNTY COMMISSIONERS

Tina Osborne, Clerk

jc/appadj 2.4.20

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

P Zindel

2-5-2020

TB ratified. 2-18-2020

APPROVE APPROPRIATION ADJUSTMENT WITHIN CHILDREN SERVICES FUND
#2273

BE IT RESOLVED, to approve the following appropriation adjustment:

\$1,000.00 from #22735100-5910 (Other Expenses)
into #22735100-5922 (Taxable Meal Fringe)

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

M
M
M

Resolution adopted this day of 2020.

BOARD OF COUNTY COMMISSIONERS

Tina Osborne, Clerk

jc/appadj 2.6.20

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

A Zindel 2-5-2020
TB Latipueid 2-18-2020

APPROVE SUPPLEMENTAL APPROPRIATIONS WITHIN SHERIFF'S OFFICE FUND #6630

BE IT RESOLVED, to approve the following supplemental appropriations within Warren County Sheriff's Office Fund #6630:

\$143,285.06	66302251-5991	(Reimbursement)
\$31,019.07	66302258-5991	(Reimbursement)
\$43,639.87	66302259-5991	(Reimbursement)
\$13,569.75	66302260-5991	(Reimbursement)

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

M
M
M

Resolution adopted this ___ day of _____ 2020.

BOARD OF COUNTY COMMISSIONERS

Tina Osborne, Clerk

cc: Auditor _____
Supplemental App. file
Sheriff (file)
OMB

A Zindel 2-10-2020

TB Ratapich 2-18-2020

Resolution

Number 20-0257

Adopted Date February 18, 2020

ACKNOWLEDGE PAYMENT OF BILLS

BE IT RESOLVED, to acknowledge payment of bills from 1/30/20, 2/4/20, 2/6/20, 2/11/20, and 2/13/20 as attached hereto and made a part hereof.

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

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

Resolution adopted this 18th day of February 2020.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

/tao

cc: Auditor

Resolution

Number 20-0258

Adopted Date February 18, 2020

ACKNOWLEDGE RECEIPT OF JANUARY 2020 FINANCIAL STATEMENT


BE IT RESOLVED, to acknowledge receipt of the January 2020 County Financial Statement for Funds #1101 through #6650; as attached hereto and made a part hereof.

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

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

Resolution adopted this 18th day of February 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor (file)
S. Spencer
Tina Osborne

Financial Statement for 2020 Period 01



FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
1101	GENERAL FUND	42,011,846.99	6,329,257.15	7,233,844.62	41,107,259.52	1,077,306.81	42,184,566.33
2201	SENIOR CITIZENS SERVICE LEVY	10,082,195.22	0.00	1,071,076.06	9,011,119.16	594,979.69	9,606,098.85
2202	MOTOR VEHICLE	4,310,917.93	301,613.34	879,618.04	3,732,913.23	18,479.41	3,751,392.64
2203	HUMAN SERVICES	1,261,826.23	341,882.28	658,064.55	945,643.96	270,303.01	1,215,946.97
2205	BOARD OF DEVELOPMENTAL DISABIL	38,880,487.84	1,641,725.52	6,980,206.46	33,542,006.90	5,954,794.12	39,496,801.02
2206	DOG AND KENNEL	528,413.96	148,355.44	30,126.56	646,642.84	28.51	646,671.35
2207	LAW LIBRARY RESOURCES FUND	340,801.27	23,878.33	34,532.54	330,147.06	30,250.18	360,397.24
2208	CO&TRANSIT MEDICAID SALES TAX	835,463.72	0.00	0.00	835,463.72	0.00	835,463.72
2209	BOE CYBERSECURITY UPGRADE	50,000.00	7,020.40	7,020.40	50,000.00	0.00	50,000.00
2215	VETERAN'S MEMORIAL	4,172.14	0.00	0.00	4,172.14	0.00	4,172.14
2216	RECORDER TECH FUND 317.321	328,200.26	11,732.50	2,878.04	337,054.72	2,878.04	339,932.76
2217	BOE TECHNOLOGY FUND 3501.17	1,595,286.26	0.00	0.00	1,595,286.26	0.00	1,595,286.26
2218	COORDINATED CARE	704,008.33	100,457.00	53,832.50	750,632.83	5,890.00	756,522.83
2219	WIRELESS 911 GOVERNMENT ASSIST	238,207.10	8,447.93	9,503.43	237,151.60	0.00	237,151.60
2220	CP INDIGENT DRVR INTRLK/MONITG	4,720.81	358.96	0.00	5,079.77	0.00	5,079.77
2221	CC/MC INDIGENT DRIVER INTERLOC	95,339.18	1,320.29	0.00	96,659.47	0.00	96,659.47
2222	JUV INDIGENT DRIVER INTERLOCK	1,505.35	50.00	0.00	1,555.35	0.00	1,555.35
2223	PROBATE/JUVENILE SPECIAL PROJ	256,027.56	2,470.33	25,963.63	232,534.26	0.00	232,534.26
2224	COMMON PLEAS SPECIAL PROJECTS	293,946.52	7,695.00	3,564.96	298,076.56	0.00	298,076.56
2227	PROBATION SUPERVISION 2951.021	596,841.27	3,686.45	7,666.32	592,861.40	0.00	592,861.40
2228	MENTAL HEALTH GRANT	110,481.11	0.00	5,402.80	105,078.31	0.00	105,078.31
2229	MUNICIPAL MOTOR VEH PERMIS TAX	2,263,907.06	40,716.30	495,000.09	1,809,623.27	400,000.00	2,209,623.27
2231	CO LODGING ADD'L 1%	70,816.13	58,968.91	70,816.13	58,968.91	0.00	58,968.91
2233	DOMESTIC SHELTER	19,951.26	2,728.00	19,951.26	2,728.00	0.00	2,728.00
2237	REAL ESTATE ASSESSMENT	4,159,302.36	2,180.00	41,780.72	4,119,701.64	0.00	4,119,701.64
2238	WORKFORCE INVESTMENT BOARD	15,934.08	174,214.38	174,477.70	15,670.76	153.78	15,824.54
2243	JUVENILE GRANTS	300,205.62	25,000.00	11,556.35	313,649.27	3,124.11	316,773.38



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FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
2245	CRIME VICTIM GRANT FUND	9,208.17	29,320.30	8,258.48	30,269.99	28.50	30,298.49
2246	JUVENILE INDIGENT DRIVER ALCOH	23,025.22	75.00	0.00	23,100.22	0.00	23,100.22
2247	FELONY DELINQUENT CARE/CUSTODY	684,909.39	187,401.60	59,652.77	812,658.22	227.68	812,885.90
2248	TAX CERTIFICATE ADMIN FUND	29,075.00	0.00	0.00	29,075.00	0.00	29,075.00
2249	DTAC-DELINQ TAX & ASSESS COLLE	574,906.87	900.00	12,984.53	562,822.34	0.00	562,822.34
2250	CERT OF TITLE ADMIN FUND	3,892,501.20	178,031.08	94,727.44	3,975,804.84	3,139.93	3,978,944.77
2251	COAP GRANT - OPIOD ABUSE PROG	317,167.31	0.00	10,523.20	306,644.11	9,076.50	315,720.61
2252	WC TECHNOLOGY CRIMES UNIT	0.00	0.00	0.00	0.00	0.00	0.00
2253	COUNTY COURT PROBATION DEPT	0.00	0.00	0.00	0.00	0.00	0.00
2254	CCMEPTANF	84,400.25	0.00	17,527.59	66,872.66	5,799.53	72,672.19
2255	MUNICIPAL VICTIM WITNESS FUND	49,251.30	0.00	4,340.70	44,910.60	0.00	44,910.60
2256	WARREN COUNTY SOLID WASTE DIST	1,260,126.57	14,853.77	13,251.64	1,261,728.70	728.39	1,262,457.09
2257	OHIO PEACE OFFICER TRAINING	85,047.00	0.00	115.00	84,932.00	115.00	85,047.00
2258	WORKFORCE INVESTMENT ACT FUND	87,942.44	47,000.00	77,619.96	57,322.48	11,202.28	68,524.76
2259	JTPA	1,675.19	0.00	0.00	1,675.19	0.00	1,675.19
2260	OHIO WORKS INCENTIVE PROGRAM	0.00	0.00	0.00	0.00	0.00	0.00
2261	PASS THROUGH GRANTS	50,200.00	61,530.13	12,108.00	99,622.13	12,108.00	111,730.13
2262	COMMUNITY CORRECTIONS MONITORI	519,072.70	34,206.71	28,590.35	524,689.06	450.00	525,139.06
2263	CHILD SUPPORT ENFORCEMENT	722,357.76	182,505.41	255,830.84	649,032.33	1,781.59	650,813.92
2264	EMERGENCY MANAGEMENT AGENCY	126,355.96	99,675.00	18,053.79	207,977.17	1,606.00	209,583.17
2265	COMMUNITY DEVELOPMENT	601,915.27	271,223.39	277,611.17	595,527.49	127.11	595,654.60
2266	COMM DEV-ENT ZONE MONITOR FEES	103,063.00	0.00	0.00	103,063.00	0.00	103,063.00
2267	LOEB FOUNDATION GRANT	20,000.00	0.00	0.00	20,000.00	0.00	20,000.00
2268	INDIGENT GUARDIANSHIP FUND	205,557.70	1,370.00	0.00	206,927.70	0.00	206,927.70
2269	INDIGENT DRIVER ALCOHOL TREATM	544,926.57	6,646.60	0.00	551,573.17	0.00	551,573.17
2270	JUVENILE TREATMENT CENTER	383,999.04	261,982.24	104,770.28	541,211.00	0.00	541,211.00
2271	DTAC-PROSECUTOR ORC 321.261	139,022.63	0.00	13,702.95	125,319.68	0.00	125,319.68

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FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
2272	CP INDIGENT DRVR ALC TREATMT	11,586.08	0.00	0.00	11,586.08	0.00	11,586.08
2273	CHILDREN SERVICES	7,775,465.08	689,759.95	632,651.75	7,832,573.28	349,502.11	8,182,075.39
2274	COUNTY COURT COMPUTR 1907.261A	55,582.53	1,476.00	0.00	57,058.53	0.00	57,058.53
2275	COUNTY CRT CLK COMP 1907.261B	27,337.92	3,760.92	0.00	31,098.84	0.00	31,098.84
2276	PROBATE COMPUTER 2101.162	78,694.76	408.00	0.00	79,102.76	0.00	79,102.76
2277	PROBATE CLERK COMPUTR 2101.162	207,303.01	1,360.00	0.00	208,663.01	0.00	208,663.01
2278	JUVENILE CLK COMPUTR 2151.541	66,493.70	1,277.14	57,750.00	10,020.84	0.00	10,020.84
2279	JUVENILE COMPUTER 2151.541	34,995.03	390.00	0.00	35,385.03	0.00	35,385.03
2280	COMMON PLEAS COMPUTER 2303.201	33,090.74	1,293.00	0.00	34,383.74	0.00	34,383.74
2281	DOMESTIC REL COMPUTER 2301.031	12,448.07	165.00	0.00	12,613.07	0.00	12,613.07
2282	CLERK COURTS COMPUTER 2303.201	264,859.23	4,686.00	0.00	269,545.23	0.00	269,545.23
2283	COUNTY CT SPEC PROJ 1907.24B1	1,645,996.15	22,816.96	10,074.03	1,658,739.08	236.36	1,658,975.44
2284	COGNITIVE INTERVENTION PROGRAM	371,297.13	9,157.35	7,549.11	372,905.37	518.17	373,423.54
2285	CONCEALED HANDGUN LICENSE	731,480.74	8,525.00	5,723.96	734,281.78	0.00	734,281.78
2286	SHERIFF-DRUG LAW ENFORCEMENT	15,576.58	50.00	324.08	15,302.50	782.02	16,084.52
2287	SHERIFF-LAW ENFORCEMENT TRUST	133,816.10	0.00	2,165.32	131,650.78	1,432.06	133,082.84
2288	COMM BASED CORRECTIONS DONATIO	587.47	0.00	0.00	587.47	200.00	787.47
2289	COMMUNITY BASED CORRECTIONS	307,549.55	160,462.00	48,962.15	419,049.40	50.00	419,099.40
2290	HAZ MAT EMERG PLAN SPEC FUND	2.56	27,119.00	27,118.36	3.20	0.00	3.20
2291	SHERIFF-D.A.R.E. PROGRAM	1,001.40	0.00	0.00	1,001.40	0.00	1,001.40
2292	TRAFFIC SAFETY PROGRAM-SHERIFF	0.00	0.00	0.00	0.00	0.00	0.00
2293	SHERIFF GRANTS	59,206.00	0.00	0.00	59,206.00	0.00	59,206.00
2294	SHERIFF DARE LAW ENFORC GRANT	6,634.55	0.00	0.00	6,634.55	0.00	6,634.55
2295	TACTICAL RESPONSE UNIT	57,019.72	5,000.00	366.26	61,653.46	366.26	62,019.72
2296	COMP REHAB DWNPMT ASST COMMDEV	43,445.14	100.00	0.00	43,545.14	0.00	43,545.14
2297	ENFORCEMENT & EDUCATN 4511.19G5A	110,232.93	623.00	0.00	110,855.93	0.00	110,855.93
2298	REHAB INC FUNDS	79,776.74	0.00	0.00	79,776.74	0.00	79,776.74

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FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
2299	COUNTY TRANSIT	1,574,421.66	6,435.49	76,379.67	1,504,477.48	446.76	1,504,924.24
3327	BOND RETIREMENT SPECIAL ASSMT	209,615.33	0.00	0.00	209,615.33	0.00	209,615.33
3360	STATE OPWC LOAN	0.00	0.00	0.00	0.00	0.00	0.00
3368	2013 RADIO SYSTEM BONDS	0.00	0.00	0.00	0.00	0.00	0.00
3384	TAX INCREMENT FINANCING - P&G	1,327,624.78	0.00	0.00	1,327,624.78	0.00	1,327,624.78
3393	2009 RID BOND GREENS OF BUNNEL	3,036,262.50	0.00	0.00	3,036,262.50	0.00	3,036,262.50
3395	JAIL BONDS 2019	479.09	0.00	0.00	479.09	0.00	479.09
4401	COUNTY WIDE FINANCIAL SOFTWARE	228,801.96	0.00	1,912.50	226,889.46	0.00	226,889.46
4430	DEFAULTED SUBDIVISION SPEC ASM	399,158.40	0.00	0.00	399,158.40	0.00	399,158.40
4431	SOCIALVILLEFOSTERSBRIDGE&WALL	147,960.49	33,431.03	142,022.85	39,368.67	0.00	39,368.67
4432	EDWARDSVILLE ROAD BRIDGE	39,927.00	0.00	14,091.48	25,835.52	0.00	25,835.52
4433	MIDDLEBORO RD BRIDGE REHAB	0.00	0.00	0.00	0.00	0.00	0.00
4434	LIBERTY WAY/MASON RD TURN LANE	5,250.00	0.00	0.00	5,250.00	0.00	5,250.00
4435	STROUT RD BRIDGE 207-0.02	0.00	0.00	0.00	0.00	0.00	0.00
4436	ZOAR RD IMPROVEMENT PROJECT	0.00	0.00	0.00	0.00	0.00	0.00
4437	KING AVE BRIDGE PROJECT	63,246.64	0.00	0.00	63,246.64	0.00	63,246.64
4439	VARIOUS WATER ASSESSMENT PROJE	0.00	0.00	0.00	0.00	0.00	0.00
4449	VARIOUS SEWER ASSESSMENT PROJE	0.00	0.00	0.00	0.00	0.00	0.00
4450	ESTATES OF KEEVER CREEK ROAD P	0.00	0.00	0.00	0.00	0.00	0.00
4451	ROAD INFRASTRUCTURE	7,000,000.00	0.00	0.00	7,000,000.00	0.00	7,000,000.00
4453	OLD 122 & TWP LINE RD ROUNDABO	0.00	0.00	0.00	0.00	0.00	0.00
4454	FIELDS-ERTEL RD IMPROV PROJ	38,188.85	600,000.00	0.00	638,188.85	0.00	638,188.85
4455	PHASE II ROAD RESURFACING	0.00	0.00	0.00	0.00	0.00	0.00
4463	FIELDS-ERTEL AND COLUMBIA ROAD	0.00	0.00	0.00	0.00	0.00	0.00
4467	COUNTY CONST PROJECTS	6,828,462.43	0.00	84,324.01	6,744,138.42	33,097.06	6,777,235.48
4479	AIRPORT CONSTRUCTION	601,044.75	70,952.34	52,896.95	619,100.14	3,177.95	622,278.09
4484	P&G TIF ROAD CONSTRUCTION	0.00	0.00	0.00	0.00	0.00	0.00

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FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
4485	MIAMI VALLEY GAMING TIF	955,667.47	0.00	792,930.00	162,737.47	792,930.00	955,667.47
4489	TOWNE CENTER BLVD EXTENSION	0.00	0.00	0.00	0.00	0.00	0.00
4492	COMMUNICATION PROJECTS	3,690,632.00	0.00	122,286.55	3,568,345.45	0.00	3,568,345.45
4493	BUNNELL HILL RD CONSTRUCTN RID	216,475.70	0.00	3,890.00	212,585.70	0.00	212,585.70
4494	COURTS BUILDING	1,853,654.82	0.00	18,501.44	1,835,153.38	14,772.06	1,849,925.44
4495	JAIL CONSTRUCTION SALES TAX	51,251,930.98	935,350.23	1,172,898.98	51,014,382.23	0.00	51,014,382.23
4496	JUVENILE DETENTION ADDN & RENO	281,460.94	0.00	0.00	281,460.94	0.00	281,460.94
4497	JAIL CONSTRUCTION & REHAB	9,963,833.75	0.00	0.00	9,963,833.75	0.00	9,963,833.75
4498	COUNTY FAIRGROUNDS CONSTRUCTN	50,936.08	40,025.50	0.00	90,961.58	0.00	90,961.58
4499	JUVENILE/PROBATE CT EXPANSION	810,557.20	0.00	72,624.77	737,932.43	0.00	737,932.43
5510	WATER REVENUE	33,667,025.62	1,942,909.62	1,157,566.32	34,452,366.92	152,088.88	34,604,455.80
5574	LOWER LITTLE MIAMI WASTEWATER	0.00	0.00	0.00	0.00	0.00	0.00
5575	SEWER CONST PROJECTS	900,570.74	2,435,454.54	824,827.76	2,511,197.52	53,400.01	2,564,597.53
5580	SEWER REVENUE	29,700,957.59	1,427,823.81	3,382,176.35	27,746,605.05	122,754.49	27,869,359.54
5581	SEWER IMPROV-WC VOCATIONAL SCH	207,692.31	5,761.93	4,004.25	209,449.99	0.00	209,449.99
5583	WATER CONST PROJECTS	2,705,080.26	6,330.00	796,988.74	1,914,421.52	323,344.28	2,237,765.80
5590	STORM WATER TIER 1	123,878.02	0.00	17,960.28	105,917.74	2,645.00	108,562.74
6619	VEHICLE MAINTENANCE ROTARY	266,383.12	59,051.54	49,137.08	276,297.58	7,883.48	284,181.06
6630	SHERIFF'S POLICING REVOLV FUND	346,887.96	1,250,155.49	335,846.40	1,261,197.05	0.00	1,261,197.05
6631	COMMUNICATIONS ROTARY	261,707.37	4,816.75	2,751.21	263,772.91	2,112.58	265,885.49
6632	HEALTH INSURANCE	4,841,352.01	835,951.51	1,190,566.04	4,486,737.48	104,744.36	4,591,481.84
6636	WORKERS COMP SELF INSURANCE	1,113,832.60	0.00	40,714.74	1,073,117.86	15,106.14	1,088,224.00
6637	PROPERTY & CASUALTY INSURANCE	685,893.55	0.00	0.00	685,893.55	0.00	685,893.55
6650	GASOLINE ROTARY	226,000.66	59,810.78	14,495.23	271,316.21	14,495.23	285,811.44
7707	P.E.R.S. ROTARY	2,741.88	0.00	0.00	2,741.88	0.00	2,741.88
7708	TOWNSHIP FUND	0.00	387,173.67	387,173.67	0.00	0.00	0.00
7709	CORPORATION FUND	0.00	165,250.72	162,951.64	2,299.08	0.00	2,299.08



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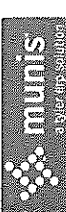
FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
7713	WATER-SEWER ROTARY FUND	373,519.39	3,581,943.14	3,757,674.85	197,787.68	229,068.12	426,855.80
7714	PAYROLL ROTARY	868,083.36	3,277,188.70	4,022,715.74	122,556.32	700,026.49	822,582.81
7715	NON PARTICIPANT ROTARY	1,158.48	3,475.44	772.32	3,881.60	772.32	4,633.92
7716	SCHOOL	0.00	0.00	0.00	0.00	0.00	0.00
7717	UNDIVIDED GENERAL TAX	5,663,941.76	63,399,953.81	14,061.81	69,049,833.76	5,761.97	69,055,595.73
7718	TANGIBLE PERSONAL PROPERTY	0.00	0.00	0.00	0.00	0.00	0.00
7719	TRAILER (LIKE REAL ESTATE) TAX	9,786.27	14,733.91	0.00	24,520.18	0.00	24,520.18
7720	LOCAL GOVERNMENT FUND	0.00	353,328.06	353,328.06	0.00	0.00	0.00
7721	SPECIAL DISTRICTS	0.00	0.00	0.00	0.00	0.00	0.00
7722	CIGARETTE LICENSE TAX	5.01	167.01	0.00	172.02	0.00	172.02
7723	GASOLINE TAX	0.00	517,259.04	517,259.04	0.00	0.00	0.00
7724	WC PORT AUTHORITY FUND	73,459.64	0.00	0.00	73,459.64	0.00	73,459.64
7725	UNDIVIDED WIRELESS 911 GOV ASS	12,062.54	16,895.85	20,510.47	8,447.92	6,031.27	14,479.19
7726	MOTOR VEHICLE LICENSE TAX	0.00	769,872.38	769,872.38	0.00	0.00	0.00
7727	RE RATE CORRECT/REFUNDS	0.00	0.00	0.00	0.00	0.00	0.00
7728	TREASURER TAX REFUNDS	0.00	13,281.21	0.00	13,281.21	17,117.57	30,398.78
7731	COUNTY LODGING TAX	212,989.17	177,266.60	212,989.15	177,266.62	20.00	177,286.62
7734	REAL ESTATE ADVANCE PAYMENT	0.00	1,425.52	0.00	1,425.52	0.00	1,425.52
7740	TRAILER TAX	2,770.99	694.74	0.00	3,465.73	0.00	3,465.73
7741	LIFE INSURANCE	27,110.99	10,311.00	20,543.69	16,878.30	0.00	16,878.30
7742	LIBRARIES	0.00	394,586.20	394,586.20	0.00	0.00	0.00
7744	ARMCO PARK TOURNAMENT FEES	0.00	0.00	0.00	0.00	0.00	0.00
7745	STATE	0.00	4,309.35	0.00	4,309.35	0.00	4,309.35
7746	MIAMI CONSERVANCY DISTRICT FUN	18,051.40	0.00	0.00	18,051.40	0.00	18,051.40
7747	ADVANCE ESTATE TAX	845.74	0.00	0.00	845.74	0.00	845.74
7751	UNDIVIDED INTEREST	409,080.96	11,721.01	0.00	420,801.97	0.00	420,801.97
7754	OHIO ELECTIONS COMMISSION FUND	0.00	0.00	0.00	0.00	0.00	0.00

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FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
7756	SEWER ROTARY	153,067.47	104,947.45	120,845.34	137,169.58	121,145.34	258,314.92
7758	WIA PASS THROUGH TO BUTLER/CLE	128.00	73,370.59	73,498.59	0.00	0.00	0.00
7761	OUTSIDE ENTITY FLOWTHRU	0.00	0.00	0.00	0.00	0.00	0.00
7765	RECORDER'S ESCROW FUND	22,717.13	629.40	1,779.90	21,566.63	0.00	21,566.63
7766	ESCROW ROTARY	784,984.33	0.00	0.00	784,984.33	4,000.00	788,984.33
7767	UNIDENTIFIED DEPOSITS	0.00	0.00	0.00	0.00	0.00	0.00
7768	RE TAX PRORATIONS/FORECLOSURES	0.00	0.00	0.00	0.00	0.00	0.00
7769	BANKRUPTCY POST PETITION CONDU	13,276.59	179.12	12,784.43	671.28	0.00	671.28
7773	SEX OFFENDER REGISTRATION FEE	0.00	0.00	0.00	0.00	0.00	0.00
7774	ARSON OFFENDER REGISTR FEE	95.00	0.00	0.00	95.00	0.00	95.00
7775	UNDIVIDED SHERIFF WEB CHECK FE	10,796.75	10,900.00	8,472.25	13,224.50	0.00	13,224.50
7776	UNDIVIDED EVIDENCE SHERIFF	20,233.58	0.00	0.00	20,233.58	222.70	20,456.28
7777	UNDIVIDED FEDERAL & STATE FORF	0.00	0.00	0.00	0.00	0.00	0.00
7778	COURT ORDERED SHERIFF SALES	759,954.81	1,073,197.20	1,254,930.50	578,221.51	823,469.69	1,401,691.20
7779	UNDIVIDED DRUG TASK FORCE SEIZ	488,878.33	0.00	67,915.07	420,963.26	2,492.45	423,455.71
7781	REFUNDABLE DEPOSITS	411,894.55	20,391.25	16,520.28	415,765.52	7,095.51	422,861.03
7782	SHERIFF - LOST/ABANDONED PROPE	911.32	0.00	0.00	911.32	0.00	911.32
7785	MASSIE WAYNE CAPACITY FEES	0.00	0.00	0.00	0.00	0.00	0.00
7786	PMT IN LIEU OF TAXES	0.00	0.00	0.00	0.00	0.00	0.00
7787	UNDIVIDED INCOME TAX-REAL PROP	3,360.99	0.00	0.00	3,360.99	0.00	3,360.99
7788	UNDIVIDED PUBLIC UTILITY DEREG	0.00	0.00	0.00	0.00	0.00	0.00
7789	FORFEITED LAND	0.00	0.00	0.00	0.00	0.00	0.00
7790	FORFEITED LAND EXCESS SALE PRO	0.00	0.00	0.00	0.00	0.00	0.00
7792	ZONING & BLDG BOND FUND	5,200.00	0.00	800.00	4,400.00	200.00	4,600.00
7793	HOUSING TRUST AUTHORITY	11,729.50	112,441.10	0.00	124,170.60	0.00	124,170.60
7795	UNDIVIDED INDIGENT FEES	0.00	1,461.92	1,169.54	292.38	0.00	292.38
7796	MUNICIPAL ORD VIOLATION INDIGE	5,902.47	1,449.43	142.00	7,209.90	228.00	7,437.90

Financial Statement for 2020 Period 01



FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
7797	NEW UNDIVIDED AUCTION PROCEEDS	0.00	538.38	538.38	0.00	0.00	0.00
7798	OLD ZONING & BLDG BOND FUND	138,020.47	0.00	0.00	138,020.47	0.00	138,020.47
8843	UNCLAIMED MONEY	735,349.40	0.00	5,045.58	730,303.82	0.00	730,303.82
8855	CH.SERV.SCHEURER SMITH TRUST	43,609.59	0.00	0.00	43,609.59	0.00	43,609.59
9911	WARREN CO HEALTH DISTRICT	8,266,482.44	131,755.95	484,139.67	7,914,098.72	5,845.61	7,919,944.33
9912	FOOD SERVICE	116,612.35	1,885.32	136.00	118,161.67	272.51	118,434.18
9915	PLUMBING BOND-HEALTH DEPT.	21,000.00	1,000.00	3,000.00	19,000.00	500.00	19,500.00
9916	STATE REGULATED SEWAGE PROGRAM	83,126.65	26,584.95	17,857.00	91,854.60	886.00	92,740.60
9925	SOIL & WATER CONSERVATION DIST	356,362.92	396,701.77	51,830.17	701,234.52	3,686.27	704,920.79
9928	REGIONAL PLANNING	188,146.99	136,429.70	33,546.79	291,029.90	998.32	292,028.22
9938	WARREN COUNTY PARK DISTRICT	560,630.12	93,830.02	105,115.31	549,344.83	122.55	549,467.38
9944	ARMCO PARK	230,628.57	9,013.15	109,063.06	130,578.66	2,494.43	133,073.09
9953	WATER SYSTEM FUND	19,242.27	6,425.20	1,267.12	24,400.35	844.00	25,244.35
9954	MENTAL HEALTH RECOVERY SERVICE	11,552,586.10	723,813.74	967,019.75	11,309,380.09	137,276.00	11,446,656.09
9961	HEALTH GRANT FUND	86,185.16	41,491.49	35,564.90	92,111.75	0.00	92,111.75
9963	CAMPGROUNDS	3,596.59	0.00	0.00	3,596.59	0.00	3,596.59
9976	HEALTH - SWIMMING POOL FUND	100,329.85	0.00	0.00	100,329.85	314.00	100,643.85
9977	DRUG TASK FORCE COG	590,178.63	50,666.19	176,212.11	464,632.71	713.34	465,346.05
9996	WC FIRE RESPONSE LIFE SAFETY	0.00	27,118.36	0.00	27,118.36	0.00	27,118.36
Total		331,091,672.14	97,410,028.66	44,174,665.23	384,327,035.57	12,472,267.89	396,799,303.46

It is hereby certified, that the foregoing is a true and accurate statement of the finances of Warren County, Ohio, for January, 2020 showing the balance on hand in cash in each fund at the beginning of the month, the amount received to each, the amount disbursed from each, the balance remaining to the credit of each, and the balance of money in the treasury and depository.

Resolution

Number 20-0259

Adopted Date February 18, 2020

ENTER INTO A SUBDIVISION PUBLIC IMPROVEMENT PERFORMANCE AND MAINTENANCE SECURITY AGREEMENT WITH TIMBERWIND, LLC FOR INSTALLATION OF CERTAIN IMPROVEMENTS IN TARA ESTATES NO. 4 PHASE 2 SITUATED IN FRANKLIN TOWNSHIP

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

SECURITY AGREEMENT

Bond Number	:	20-007 (W/S)
Development	:	Tara Estates No. 4 Phase 2
Developer	:	Timberwind, LLC
Township	:	Franklin
Amount	:	\$12,661.00
Surety Company	:	Civista Bank (Cashier Check 036315)

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

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

Resolution adopted this 18th day of February 2020.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cgb

cc: Timberwind, LLC, 1650 W. Pekin Road, Lebanon, Ohio 45036
Water/Sewer (file)
S. Spencer
Bond Agreement file

**SUBDIVISION PUBLIC IMPROVEMENT PERFORMANCE AND MAINTENANCE
SECURITY AGREEMENT**

WATER AND/OR SANITARY SEWER

Security Agreement No.

20-007 (w/s)

This Agreement made and concluded at Lebanon, Ohio, by and between Timberwind LLC (1) (hereinafter the "Developer") and the Warren County Board of County Commissioners, (hereinafter the "County Commissioners"), and _____ (2) (hereinafter the "Surety").

WITNESSETH:

WHEREAS, the Developer is required to install certain improvements in TARA ESTATES Subdivision, Section/Phase 4/2 (3) (hereinafter the "Subdivision") situated in FRANKLIN (4) Township, Warren County, Ohio, in accordance with the Warren County Subdivision regulations (hereinafter called the "Improvements"); and,

WHEREAS, it is estimated that the total cost of the Improvements is \$ 126,661.55, and that the Improvements that have yet to be completed and approved may be constructed in the sum of 0; and,

WHEREAS, the County Commissioners have determined to require all developers to post security in the sum of one hundred thirty percent (130%) of the estimated cost of uncompleted or unapproved Improvements to secure the performance of the construction of uncompleted or unapproved Improvements in accordance with Warren County subdivision regulations and to require all Developers to post security in the sum of ten percent (10%) of the estimated total cost of the Improvements after the completion of the Improvements and their tentative acceptance by the County Commissioners to secure the performance of all maintenance upon the Improvements as may be required between the completion and tentative acceptance of the Improvements and their final acceptance by the County Commissioners.

NOW, THEREFORE, be it agreed:

1. The Developer will provide **performance security** to the County Commissioners in the sum of 0 to secure the performance of the construction of the uncompleted or unapproved Improvements in accordance with Warren County subdivision regulations (hereinafter the Performance Obligation). If any sum greater than zero (0) is inserted herein, the **minimum performance security** shall be ten percent (10%) of the total cost of the Improvements.

2. The County Commissioners will, upon approval of the County Sanitary Engineer of all Improvements in the Subdivision, tentatively accept all Improvements.
3. The Developer shall be in default of the Performance Obligation if the construction or installation of any Improvement by the Developer is not completed within _____ years from the date of the execution of this agreement, as determined by the County Sanitary Engineer. The same shall apply whenever construction of the Improvements is not performed in accordance with the Warren County subdivision regulations.
4. The condition of the Performance Obligation shall be that whenever the Developer shall be declared by the County Commissioners to be in default, the Surety and the Developer shall, upon written notification of default by the County Commissioners to the Surety promptly make sufficient funds available to the County Commissioners to pay the cost of the completion of the construction of the uncompleted or unapproved Improvements in accordance with Warren County subdivision regulations, including any costs incurred by the County Commissioners which are incidental to the completion of the construction of the uncompleted or unapproved Improvements, including, but not limited to costs associated with publication of legal notices, preparation of such additional plans, specifications and drawings as may, in the judgment of the County Commissioners, be necessary, preparation of bid documents, etc., but not exceeding the amount set forth in Item 1 hereof. The Developer shall have the opportunity to respond in writing within two (2) weeks of receipt of notice of intent to find the Developer in default. In the case that the performance security given is in the form of a cashier's check or certified check provided directly to the County Commissioners, the County Commissioners may apply such funds as set forth herein upon notification of default to the Surety. The determination of the amount of funds to be disbursed by Surety to the County Commissioners as set forth in the aforesaid notification is final and binding upon the parties hereto. However, the foregoing shall not release Developer from any liability for any deficiency between the amount of funds disbursed and the actual costs incurred by the County Commissioners in the completion of the construction or installation of the uncompleted or unapproved Improvements and Developer expressly agrees to be liable to the County Commissioners for any such deficiency.
5. The County Commissioners, the Developer and Surety mutually agree that the Performance Obligation created herein shall continue until the completion of the installation of the Improvements in accordance with Warren County subdivision regulations and that upon the Improvements having been inspected and approved for one year maintenance, the Performance Obligation shall become null and void.
6. The Developer will provide **maintenance security** to the County Commissioners in the sum of \$ 12,661.00 to secure the performance of all maintenance upon the Improvements as determined to be necessary by the County Sanitary Engineer (hereinafter the Maintenance Obligation). In no event shall the sum provided for herein be less than ten percent (10%) of the estimated total cost of the Improvements as set forth above.

7. The Developer, upon being notified by the County Sanitary Engineer of the maintenance required upon the Improvements to bring the same into compliance with Warren County Subdivision regulations shall immediately undertake to perform and complete such required maintenance within the time set forth in the notice from the County Sanitary Engineer.
8. The Developer shall be in default of the Maintenance Obligation should the Developer fail to complete or cause to be undertaken and completed required maintenance upon the Improvements as set forth in Item 7 hereof.
9. The condition of the Maintenance Obligation shall be that whenever the Developer shall be declared by the County Commissioners to be in default, the Surety and the Developer shall, upon written notification of default by the County Commissioners to the Surety promptly make sufficient funds available to the County Commissioners to pay the cost of the required maintenance upon the Improvements, including any costs incurred by the County Commissioners which are incidental to the performance of such maintenance, including, but not limited to costs associated with the publication of legal notices, preparation of additional plans, specifications and drawings, as may, in the judgment of the County Commissioners, be necessary, preparation of bid documents, etc. but not exceeding the amount set forth in Item 6 hereof. The Developer shall have the opportunity to respond in writing within two (2) weeks of receipt of notice of intent to find the Developer in default. In the case that the maintenance security given is in the form of a cashier's check or certified check provided directly to the County Commissioners, the County Commissioners may apply such funds to the completion of the required maintenance upon the Improvements upon notification of default to the Surety. The determination of the amount of funds to be disbursed by Surety to the County Commissioners as set forth in the aforesaid notification is final and binding upon the parties hereto. However, the foregoing shall not release Developer from any liability for any deficiency between the amount of funds disbursed and the actual costs incurred by the County Commissioners in the performance of maintenance upon the Improvements and Developer expressly agrees to be liable to the County Commissioners for any such deficiency.
10. That upon expiration of the one year from the date of the tentative acceptance of the Improvements by the County Commissioners and upon satisfactory completion of any required maintenance upon the Improvements to bring the Improvements into compliance with Warren County subdivision regulations, the County Commissioners hereby agree to release the maintenance security and give final acceptance to the Improvements. The Developer shall request, in writing directed to the County Sanitary Engineer, a final inspection of the Improvements and the Developer shall be responsible for all maintenance as may be necessary and as may accrue from the commencement of the one year maintenance period and until such written request for inspection is delivered.
11. In the case of default pursuant to Items 3 and 4 or 8 and 9 hereof, Developer shall make available to the County Commissioners all plans, specifications and drawing relating to the Improvements and hereby directs all third parties, including engineers and consultants, who may possess such plans, specifications and drawings, or copies thereof, to provide the same

to the County Commissioners upon request and presentation of this security agreement or a copy thereof and agrees to hold such third parties harmless from the provision of such plan specifications and drawings pursuant to this item. Developer does hereby consent to the use of such plans, specifications and drawings by the County Commissioners to complete the construction of the uncompleted or unapproved Improvements or the performance of maintenance upon the same in the case of default pursuant to Items 3 and 4 or 8 and 9 hereof.

12. In the case of conflict between the provisions of this agreement and any other security agreement relating to the same Improvements, the provisions of this agreement shall take precedence.
13. Any notice, correspondence, inquiry or request for inspection permitted or required under this security agreement shall be given as follows:

A. To the County Commissioners:

Warren County Commissioners
Attn: County Administrator
406 Justice Drive
Lebanon, OH 45036
Ph. (513) 695-1250

B. To the County Sanitary Engineer:

Warren County Water & Sewer Department
Attn: Sanitary Engineer
406 Justice Drive
Lebanon, OH 45036
Ph. (513) 695-1380

C. To the Developer:

Timberwind LLC
1650 W. Pekin Rd
Lebanon Ohio 45036
Ph. (937) 602 - 7902

D. To the Surety:

Ph. (_____) _____ - _____

All notices and requests for inspection, unless otherwise specifically provided herein, shall be by certified mail, return receipt requested and shall be complete upon mailing. **All parties are obligated to give notice of any change of address.**

14. The security to be provided herein shall be by:

Certified check or cashier's check (attached) (CHECK # 036315)

Original Letter of Credit (attached) (LETTER OF CREDIT # _____)

Original Escrow Letter (attached)

Surety Bond (this security agreement shall serve as the bond when signed by an authorized representative of a surety company authorized to do business within the State of Ohio with a **power of attorney attached** evidencing such authorized signature).

Surety obligation of national bank (by signing this security agreement the authorized representative of the national bank undertaking this surety obligation does certify, for and on behalf of the undersigned national bank, that the bank has a segregated deposit sufficient in amount to the bank's total potential liability).

15. **The term "Surety" as used herein includes a bank, savings and loan or other financial institution where the security provided is a letter of credit, escrow letter or surety obligation of a national bank. The term "Surety" when referring to a bank, savings and loan or other financial institution is not intended to create obligations beyond those provided by Paragraphs 4 and/or 9 of this security agreement.**

16. **In the event that Surety shall fail to make funds available to the County Commissioners in accordance with Paragraphs 4 or 9, as applicable, within thirty (30) days after notification of default, then amounts due shall bear interest at eight per cent (8%) per annum.**

17. This Agreement shall not be assignable or transferrable by the Developer or Surety to any third party or parties without the express written consent of the County Commissioners. Developer and Surety waive any successor developer or successor surety claim or defense unless the County Commissioners have executed a written consent of assignment.
18. This Agreement shall be construed under the laws of the State of Ohio. The Developer and Surety hereby stipulate to the venue for any and all claims, disputes, interpretations and litigation of any kind arising out of this Agreement, being exclusively in the Warren County, Ohio Court of Common Pleas (unless both parties mutually agree in writing to attempt to resolve by alternate dispute resolution prior to litigation), and do further waive any right to bring or remove such claims, disputes, interpretation and litigation of any kind arising out of this Agreement, in or to any other state or a federal court.

IN EXECUTION WHEREOF, the Developer and the Surety have caused this security agreement to be executed on the date stated below.

DEVELOPER:

Pursuant to a resolution authorizing the undersigned to execute this agreement.

SIGNATURE: James K. Luers

PRINTED NAME: JAMES K LUERS

TITLE: Member

DATE: 2/10/2020

SURETY:

Pursuant to an instrument authorizing the undersigned to execute this agreement.

SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____

DATE: _____

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IN EXECUTION WHEREOF, the Warren County Board of County Commissioners have caused this security agreement to be executed by the ^{Vice} President of the Board, on the date stated below, pursuant to Board Resolution Number 20-0259, dated 2/18/2020

WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS

SIGNATURE: [Signature]

PRINTED NAME: Tom Grossmann

TITLE: ^{Vice} President

DATE: 2/18/2020

RECOMMENDED BY:

By: [Signature]
SANITARY ENGINEER

APPROVED AS TO FORM:

By: [Signature]
COUNTY PROSECUTOR
Adam M. Nice, A.P.A.

Key:

1. Name of Developer
2. Name of Person, Firm, Entity, etc. who is providing the security whether that be a bank or other financial institution (in the case of a letter of credit or escrow letter) (Surety Company in the case of a bond) or the Developer itself (in the case of a certified check or cashier's check)
3. Name of subdivision with section number and phase number where applicable
4. Name of Township



036315

Cashier's Check

Sandusky, Ohio 44870

REMITTER CIVISTA BANK

Date: 2/10/20

Branch: 0343

COMMENT: LOAN PROCEEDS FBO TIMBERWIND LLC

\$12,661.00

PAY EXACTLY **12,661 AND 00/100 DOLLARS
TO THE ORDER OF

WARREN COUNTY COMMISSIONERS

⑈0000036315⑈ ⑆041201635⑆ 1142119⑈

4

Resolution

Number 20-0260

Adopted Date February 18, 2020

ENTER INTO STREET AND APPURTENANCES (INCLUDING SIDEWALKS) SECURITY AGREEMENT WITH TIMBERWIND, LLC FOR INSTALLATION OF CERTAIN IMPROVEMENTS IN TARA ESTATES NO. 4, PHASE 2 SITUATED IN FRANKLIN TOWNSHIP

BE IT RESOLVED, upon recommendation of the Warren County Engineer, to enter into the following Street and Appurtenances (including sidewalks) Security Agreement:

SECURITY AGREEMENT

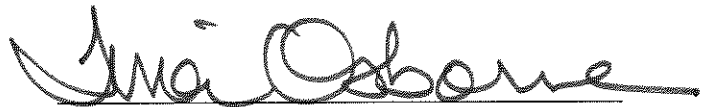
Bond Number	:	20-007 (P/S)
Development	:	Tara Estates No., Phase 2
Developer	:	Timberwind, LLC
Township	:	Franklin
Amount	:	\$85,890.91
Surety Company	:	Civista Bank, (10039213)

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

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

Resolution adopted this 18th day of February 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Developer
Surety Company
Engineer (file)
Bond Agreement file

**SUBDIVISION PUBLIC IMPROVEMENT PERFORMANCE AND MAINTENANCE
SECURITY AGREEMENT**

**STREETS AND APPURTENANCES
(including Sidewalks)**

Security Agreement No. 20-067
10039213 (P/S)

This Agreement made and concluded at Lebanon, Ohio, by and between Timberwind LLC (1) (hereinafter the "Developer") and the Warren County Board of County Commissioners, (hereinafter the "County Commissioners"), and Civista Bank (2) (hereinafter the "Surety").

WITNESSETH:

WHEREAS, the Developer is required to install certain improvements in Tara Estates Subdivision, Section/Phase 4/2 (3) (hereinafter the "Subdivision") situated in Franklin (4) Township, Warren County, Ohio, in accordance with the Warren County Subdivision regulations (hereinafter called the "Improvements"); and,

WHEREAS, it is estimated that the total cost of the Improvements is \$429,454.57, and that the Improvements that have yet to be completed and approved may be constructed in the sum of \$60,092.50; and,

WHEREAS, the County Commissioners require all developers to post security in the sum of one hundred thirty percent (130%) of the estimated cost of uncompleted or unapproved Improvements to secure the performance of the construction of uncompleted or unapproved Improvements in accordance with Warren County subdivision regulations and to require all Developers to post security in the sum of twenty percent (20%) of the estimated total cost of the Improvements after the completion of the Improvements and their tentative acceptance by the County Commissioners to secure the performance of all maintenance upon the Improvements as may be required between the completion and tentative acceptance of the Improvements and their final acceptance by the County Commissioners.

NOW, THEREFORE, be it agreed:

1. The Developer will provide **performance security** to the County Commissioners in the sum of \$5,890.91 to secure the performance of the construction of the uncompleted or unapproved Improvements in accordance with Warren County subdivision regulations (hereinafter the Performance Obligation). If any sum greater than zero (0) is inserted herein, the **minimum performance security** shall be twenty percent (20%) of the total cost of the Improvements.

2. The County Commissioners will, upon approval of the County Engineer of all Improvements in the Subdivision, tentatively accept all Improvements.
3. The Developer shall be in default of the Performance Obligation if the construction or installation of any Improvement by the Developer is not completed within 3 years from the date of the execution of this agreement, as determined by the County Engineer. The same shall apply whenever construction of the Improvements is not performed in accordance with the Warren County subdivision regulations.
4. The condition of the Performance Obligation shall be that whenever the Developer shall be declared by the County Commissioners to be in default, the Surety and the Developer shall, upon written notification of default by the County Commissioners to the Surety promptly make sufficient funds available to the County Commissioners to pay the cost of the completion of the construction of the uncompleted or unapproved Improvements in accordance with Warren County subdivision regulations, including any costs incurred by the County Commissioners which are incidental to the completion of the construction of the uncompleted or unapproved Improvements, including, but not limited to costs associated with publication of legal notices, preparation of such additional plans, specifications and drawings as may, in the judgment of the County Commissioners, be necessary, preparation of bid documents, etc., but not exceeding the amount set forth in Item 1 hereof. The Developer shall have the opportunity to respond in writing within two (2) weeks of receipt of notice of intent to find the Developer in default. In the case that the performance security given is in the form of a cashier's check or certified check provided directly to the County Commissioners, the County Commissioners may apply such funds as set forth herein upon notification of default to the Surety. The determination of the amount of funds to be disbursed by Surety to the County Commissioners as set forth in the aforesaid notification is final and binding upon the parties hereto. However, the foregoing shall not release Developer from any liability for any deficiency between the amount of funds disbursed and the actual costs incurred by the County Commissioners in the completion of the construction or installation of the uncompleted or unapproved Improvements and Developer expressly agrees to be liable to the County Commissioners for any such deficiency.
5. **The County Commissioners, the Developer and Surety mutually agree that the Performance Obligation created herein shall continue until the completion of the installation of the Improvements in accordance with Warren County subdivision regulations and that upon the Improvements having been inspected and approved for two years maintenance, the Performance Obligation shall become null and void after the Developer posts the maintenance security provided for herein.**
6. The Developer will provide **maintenance security** to the County Commissioners in the sum of 85,890.91 to secure the performance of all maintenance upon the Improvements as determined to be necessary by the County Engineer (hereinafter the Maintenance Obligation). In no event shall the sum provided for herein be less than twenty percent (20%) of the estimated total cost of the Improvements as set forth above.

7. The Developer, upon being notified by the County Engineer of the maintenance required upon the Improvements to bring the same into compliance with Warren County Subdivision regulations shall immediately undertake to perform and complete such required maintenance within the time set forth in the notice from the County Engineer.
8. The Developer shall be in default of the Maintenance Obligation should the Developer fail to complete or cause to be undertaken and completed required maintenance upon the Improvements as set forth in Item 7 hereof.
9. The condition of the Maintenance Obligation shall be that whenever the Developer shall be declared by the County Commissioners to be in default, the Surety and the Developer shall, upon written notification of default by the County Commissioners to the Surety promptly make sufficient funds available to the County Commissioners to pay the cost of the required maintenance upon the Improvements, including any costs incurred by the County Commissioners which are incidental to the performance of such maintenance, including, but not limited to costs associated with the publication of legal notices, preparation of additional plans, specifications and drawings, as may, in the judgment of the County Commissioners, be necessary, preparation of bid documents, etc. but not exceeding the amount set forth in Item 6 hereof. The Developer shall have the opportunity to respond in writing within two (2) weeks of receipt of notice of intent to find the Developer in default. In the case that the maintenance security given is in the form of a cashier's check or certified check provided directly to the County Commissioners, the County Commissioners may apply such funds to the completion of the required maintenance upon the Improvements upon notification of default to the Surety. The determination of the amount of funds to be disbursed by Surety to the County Commissioners as set forth in the aforesaid notification is final and binding upon the parties hereto. However, the foregoing shall not release Developer from any liability for any deficiency between the amount of funds disbursed and the actual costs incurred by the County Commissioners in the performance of maintenance upon the Improvements and Developer expressly agrees to be liable to the County Commissioners for any such deficiency.
10. That upon expiration of the two years from the date of the tentative acceptance of the Improvements by the County Commissioners and upon satisfactory completion of any required maintenance upon the Improvements to bring the Improvements into compliance with Warren County subdivision regulations, the County Commissioners hereby agree to release the maintenance security and give final acceptance to the Improvements. The Developer shall request, in writing directed to the County Engineer, a final inspection of the Improvements and the Developer shall be responsible for all maintenance as may be necessary and as may accrue from the commencement of the **two year maintenance period** and until such written request for inspection is delivered.
11. In the case of default pursuant to Items 3 and 4 or 8 and 9 hereof, Developer shall make available to the County Commissioners all plans, specifications and drawing relating to the Improvements and hereby directs all third parties, including engineers and consultants, who may possess such plans, specifications and drawings, or copies thereof, to provide the same

to the County Commissioners upon request and presentation of this security agreement or a copy thereof and agrees to hold such third parties harmless from the provision of such plan specifications and drawings pursuant to this item. Developer does hereby consent to the use of such plans, specifications and drawings by the County Commissioners to complete the construction of the uncompleted or unapproved Improvements or the performance of maintenance upon the same in the case of default pursuant to Items 3 and 4 or 8 and 9 hereof.

- 12. In the case of conflict between the provisions of this agreement and any other security agreement relating to the same Improvements, the provisions of this agreement shall take precedence.
- 13. Any notice, correspondence, inquiry or request for inspection permitted or required under this security agreement shall be given as follows:

A. To the County Commissioners:

Warren County Board of County Commissioners
Attn: County Administrator
406 Justice Drive
Lebanon, OH 45036
Ph. (513) 695-1250

B. To the County Engineer:

Warren County Engineer
105 Markey Road
Lebanon, OH 45036
Ph. (513) 695-3336

C. To the Developer:

Timberwind, LLC
1650 W. Parkin Rd
Lebanon, Ohio 45036
Ph. (937) 602 - 7902

D. To the Surety:

Civista Bank
P.O. Box 5016
Sandusky, OHIO 44871

Ph. (800) 604 - 9368

All notices and requests for inspection, unless otherwise specifically provided herein, shall be by certified mail, return receipt requested, and shall be complete upon mailing. **All parties are obligated to give notice of any change of address.**

14. The security to be provided herein shall be by:

Certified check or cashier's check (attached) (**CHECK #** _____)

Original Letter of Credit (attached) (**LETTER OF CREDIT #** 10039213)

Original Escrow Letter (attached)

Surety Bond (this security agreement shall serve as the bond when signed by an authorized representative of a surety company authorized to do business within the State of Ohio with a **power of attorney attached** evidencing such authorized signature).

Surety obligation of national bank (by signing this security agreement the authorized representative of the national bank undertaking this surety obligation does certify, for and on behalf of the undersigned national bank, that the bank has a segregated deposit sufficient in amount to the bank's total potential liability).

15. **The term "Surety" as used herein includes a bank, savings and loan or other financial institution where the security provided is a letter of credit, escrow letter or surety obligation of a national bank. The term "Surety" when referring to a bank, savings and loan or other financial institution is not intended to create obligations beyond those provided by Paragraphs 4 and/or 9 of this security agreement.**

16. **In the event that Surety shall fail to make funds available to the County Commissioners in accordance with Paragraphs 4 or 9, as applicable, within thirty (30) days after notification of default, then amounts due shall bear interest at eight per cent (8%) per annum.**

- 17. This Agreement shall not be assignable or transferrable by the Developer or Surety to any third party or parties without the express written consent of the County Commissioners. Developer and Surety waive any successor developer or successor surety claim or defense unless the County Commissioners have executed a written consent of assignment.
- 18. This Agreement shall be construed under the laws of the State of Ohio. The Developer and Surety hereby stipulate to the venue for any and all claims, disputes, interpretations and litigation of any kind arising out of this Agreement, being exclusively in the Warren County, Ohio Court of Common Pleas (unless both parties mutually agree in writing to attempt to resolve by alternate dispute resolution prior to litigation), and do further waive any right to bring or remove such claims, disputes, interpretation and litigation of any kind arising out of this Agreement, in or to any other state or a federal court.

IN EXECUTION WHEREOF, the Developer and the Surety have caused this security agreement to be executed on the date stated below.

DEVELOPER:

Pursuant to a resolution authorizing the undersigned to execute this agreement.

SIGNATURE: James Luers

PRINTED NAME: JAMES LUERS

TITLE: Member

DATE: 2/5/2020

SURETY:

Pursuant to an instrument authorizing the undersigned to execute this agreement.

SIGNATURE: Robert O. Ward

PRINTED NAME: Robert O. Ward

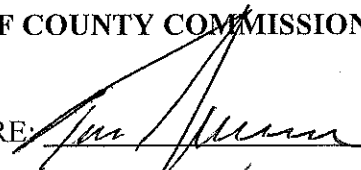
TITLE: Vice President

DATE: 2/5/2020

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IN EXECUTION WHEREOF, the Warren County Board of County Commissioners have caused this security agreement to be executed by the ^{Vice} President of the Board, on the date stated below, pursuant to Board Resolution Number 20-0260, dated 2/18/2020

WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS

SIGNATURE: 

PRINTED NAME: Tom Grossmann

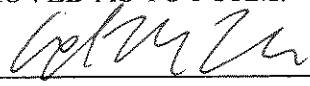
TITLE: ^{Vice} President

DATE: 2/18/2020

RECOMMENDED BY:

By: 
COUNTY ENGINEER

APPROVED AS TO FORM:

By: 
COUNTY PROSECUTOR
Adam M. Nice, A.P.A.

Key:

1. Name of Developer
2. Name of Person, Firm, Entity, etc. who is providing the security whether that be a bank or other financial institution (in the case of a letter of credit or escrow letter) (Surety Company in the case of a bond) or the Developer itself (in the case of a certified check or cashier's check)
3. Name of subdivision with section number and phase number where applicable
4. Name of Township



IRREVOCABLE LETTER OF CREDIT

Applicant: Timberwind LLC
1650 W. Pekin Rd.
Lebanon, OH 45036

Project: Tara Estates
Section 4, Phase 2
Franklin Township
Performance and Maintenance

Beneficiary: Warren County Commissioners
406 Justice Drive
105 Markey Road
Lebanon, Ohio 45036

Date: February 5, 2020
Letter of Credit No.: 10039213
Initial Expiration Date: February 5, 2021

To: THE WARREN COUNTY COMMISSIONERS

We hereby issue in your favor this Irrevocable Standby Letter of Credit which is available by your sight draft(s) drawn on Civista Bank, Sandusky, Ohio, up to the maximum aggregate amount of Eighty-Five Thousand Eight Hundred Ninety and 91/100 Dollars (\$85,890.91). Your sight draft shall be appropriately completed and signed by your duly authorized representative and shall bear the clause: "Drawn under Civista Bank Standby Letter of Credit No. 10039213 (fill in the amount not to exceed \$85,890.91).

Accompanied by the following document:

Beneficiary's Signed Statement as follows:

"We hereby certify that the amount of any draft(s) drawn hereunder represents funds due and payable because Timberwind LLC is in default under the terms of the Subdivision Public Improvement Performance and Maintenance Security Agreement regarding Streets, Appurtenances and Sidewalks between Timberwind LLC and the Warren County Board of County Commissioners."

The Security Agreement referenced by this Letter of Credit and all of its terms and conditions, is attached hereto, made a part hereof, and fully incorporated herein, as if fully rewritten.

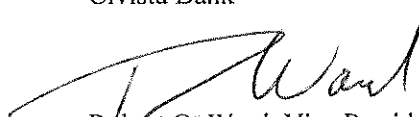
It is a condition of this letter that it shall be deemed automatically extended without amendment for successive one year periods from its present or any future expiration date unless at least sixty (60) days before any such expiration date we notify Dave Gully, Warren County Administrator, at the address listed above, in writing by certified or registered mail, that we elect not to consider this letter of credit renewed for any such additional period, **at such time the Board of Warrant County Commissioners may declare the Developer to be in default and demand immediate payment of all sums under this Letter of Credit.**

This Letter of Credit is governed by the Uniform Commercial Code and is subject to the Uniform Customs and Practice for Documentary Credits (2007 Revision), International Chamber of Commerce, Publication No. 600 (the "Uniform Customs").

Communications with respect to this Letter of Credit shall be in writing and shall be addressed to Civista Bank, 9700 Springboro Pike, Miamisburg, Ohio 45342, Attention: Robert O. Ward, specifically referring thereon to Civista Bank, Irrevocable Standby Letter of Credit No. 10039213.

This letter of credit sets forth in full the terms of our undertaking, and this undertaking shall not in any way be modified, amended, or amplified by reference to any document, instrument, or agreement referred to herein or in which this letter of credit is referred to or to which this letter of credit relates, and any such reference shall not be deemed to incorporate herein by reference any document, instrument or agreement. We shall not be called upon to determine questions of fact or law at issue between Applicant and Beneficiary.

Civista Bank

A handwritten signature in black ink, appearing to read "R. O. Ward", written over a horizontal line.

Robert O. Ward, Vice President

Resolution

Number 20-0261

Adopted Date February 18, 2020

ENTER INTO STREET AND APPURTENANCES (INCLUDING SIDEWALKS) SECURITY AGREEMENT WITH THE DREES COMPANY, FOR INSTALLATION OF CERTAIN IMPROVEMENTS IN LEGACY AT ELLIOTT FARM, SECTION 3, BLOCK "A" SITUATED IN DEERFIELD TOWNSHIP

BE IT RESOLVED, upon recommendation of the Warren County Engineer, to enter into the following Street and Appurtenances (including sidewalks) Security Agreement:

SECURITY AGREEMENT

Bond Number	:	20-004 (P/S)
Development	:	Legacy at Elliott Farm, Section 3, Block "A"
Developer	:	The Drees Company
Township	:	Deerfield
Amount	:	\$143,560.95
Surety Company	:	Liberty Mutual Insurance Company (014214540)

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

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

Resolution adopted this 18th day of February 2020.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Developer
Surety Company
Engineer (file)
Bond Agreement file

**SUBDIVISION PUBLIC IMPROVEMENT PERFORMANCE AND MAINTENANCE
SECURITY AGREEMENT**

**STREETS AND APPURTENANCES
(including Sidewalks)**

Security Agreement No. 20-004
014214540 (P/S)

This Agreement made and concluded at Lebanon, Ohio, by and between _____
The Drees Company (1) (hereinafter the "Developer") and the
Warren County Board of County Commissioners, (hereinafter the "County Commissioners"), and
Liberty Mutual Insurance Company (2) (hereinafter the "Surety").

WITNESSETH:

WHEREAS, the Developer is required to install certain improvements in Legacy at Elliott
Farm Subdivision, Section/Phase Sec 3, Blk A(3) (hereinafter the "Subdivision") situated in
Deerfield (4) Township, Warren County, Ohio, in accordance with the Warren County
Subdivision regulations (hereinafter called the "Improvements"); and,

WHEREAS, it is estimated that the total cost of the Improvements is \$438,825.00,
and that the Improvements that have yet to be completed and approved may be constructed in the sum of
\$110,431.50; and,

WHEREAS, the County Commissioners require all developers to post security in the sum of one
hundred thirty percent (130%) of the estimated cost of uncompleted or unapproved Improvements to secure
the performance of the construction of uncompleted or unapproved Improvements in accordance with
Warren County subdivision regulations and to require all Developers to post security in the sum of twenty
percent (20%) of the estimated total cost of the Improvements after the completion of the Improvements
and their tentative acceptance by the County Commissioners to secure the performance of all maintenance
upon the Improvements as may be required between the completion and tentative acceptance of the
Improvements and their final acceptance by the County Commissioners.

NOW, THEREFORE, be it agreed:

1. The Developer will provide **performance security** to the County Commissioners in the sum
of \$143,560.95 to secure the performance of the construction of the
uncompleted or unapproved Improvements in accordance with Warren County subdivision
regulations (hereinafter the Performance Obligation). If any sum greater than zero (0) is
inserted herein, the **minimum performance security** shall be twenty percent (20%) of the
total cost of the Improvements.

2. The County Commissioners will, upon approval of the County Engineer of all Improvements in the Subdivision, tentatively accept all Improvements.
3. The Developer shall be in default of the Performance Obligation if the construction or installation of any Improvement by the Developer is not completed within 3 years from the date of the execution of this agreement, as determined by the County Engineer. The same shall apply whenever construction of the Improvements is not performed in accordance with the Warren County subdivision regulations.
4. The condition of the Performance Obligation shall be that whenever the Developer shall be declared by the County Commissioners to be in default, the Surety and the Developer shall, upon written notification of default by the County Commissioners to the Surety promptly make sufficient funds available to the County Commissioners to pay the cost of the completion of the construction of the uncompleted or unapproved Improvements in accordance with Warren County subdivision regulations, including any costs incurred by the County Commissioners which are incidental to the completion of the construction of the uncompleted or unapproved Improvements, including, but not limited to costs associated with publication of legal notices, preparation of such additional plans, specifications and drawings as may, in the judgment of the County Commissioners, be necessary, preparation of bid documents, etc., but not exceeding the amount set forth in Item 1 hereof. The Developer shall have the opportunity to respond in writing within two (2) weeks of receipt of notice of intent to find the Developer in default. In the case that the performance security given is in the form of a cashier's check or certified check provided directly to the County Commissioners, the County Commissioners may apply such funds as set forth herein upon notification of default to the Surety. The determination of the amount of funds to be disbursed by Surety to the County Commissioners as set forth in the aforesaid notification is final and binding upon the parties hereto. However, the foregoing shall not release Developer from any liability for any deficiency between the amount of funds disbursed and the actual costs incurred by the County Commissioners in the completion of the construction or installation of the uncompleted or unapproved Improvements and Developer expressly agrees to be liable to the County Commissioners for any such deficiency.
5. **The County Commissioners, the Developer and Surety mutually agree that the Performance Obligation created herein shall continue until the completion of the installation of the Improvements in accordance with Warren County subdivision regulations and that upon the Improvements having been inspected and approved for two years maintenance, the Performance Obligation shall become null and void after the Developer posts the maintenance security provided for herein.**
6. The Developer will provide **maintenance security** to the County Commissioners in the sum of \$87,765.00 to secure the performance of all maintenance upon the Improvements as determined to be necessary by the County Engineer (hereinafter the Maintenance Obligation). In no event shall the sum provided for herein be less than twenty percent (20%) of the estimated total cost of the Improvements as set forth above.

7. The Developer, upon being notified by the County Engineer of the maintenance required upon the Improvements to bring the same into compliance with Warren County Subdivision regulations shall immediately undertake to perform and complete such required maintenance within the time set forth in the notice from the County Engineer.
8. The Developer shall be in default of the Maintenance Obligation should the Developer fail to complete or cause to be undertaken and completed required maintenance upon the Improvements as set forth in Item 7 hereof.
9. The condition of the Maintenance Obligation shall be that whenever the Developer shall be declared by the County Commissioners to be in default, the Surety and the Developer shall, upon written notification of default by the County Commissioners to the Surety promptly make sufficient funds available to the County Commissioners to pay the cost of the required maintenance upon the Improvements, including any costs incurred by the County Commissioners which are incidental to the performance of such maintenance, including, but not limited to costs associated with the publication of legal notices, preparation of additional plans, specifications and drawings, as may, in the judgment of the County Commissioners, be necessary, preparation of bid documents, etc. but not exceeding the amount set forth in Item 6 hereof. The Developer shall have the opportunity to respond in writing within two (2) weeks of receipt of notice of intent to find the Developer in default. In the case that the maintenance security given is in the form of a cashier's check or certified check provided directly to the County Commissioners, the County Commissioners may apply such funds to the completion of the required maintenance upon the Improvements upon notification of default to the Surety. The determination of the amount of funds to be disbursed by Surety to the County Commissioners as set forth in the aforesaid notification is final and binding upon the parties hereto. However, the foregoing shall not release Developer from any liability for any deficiency between the amount of funds disbursed and the actual costs incurred by the County Commissioners in the performance of maintenance upon the Improvements and Developer expressly agrees to be liable to the County Commissioners for any such deficiency.
10. That upon expiration of the two years from the date of the tentative acceptance of the Improvements by the County Commissioners and upon satisfactory completion of any required maintenance upon the Improvements to bring the Improvements into compliance with Warren County subdivision regulations, the County Commissioners hereby agree to release the maintenance security and give final acceptance to the Improvements. The Developer shall request, in writing directed to the County Engineer, a final inspection of the Improvements and the Developer shall be responsible for all maintenance as may be necessary and as may accrue from the commencement of the **two year maintenance period** and until such written request for inspection is delivered.
11. In the case of default pursuant to Items 3 and 4 or 8 and 9 hereof, Developer shall make available to the County Commissioners all plans, specifications and drawing relating to the Improvements and hereby directs all third parties, including engineers and consultants, who may possess such plans, specifications and drawings, or copies thereof, to provide the same

to the County Commissioners upon request and presentation of this security agreement or a copy thereof and agrees to hold such third parties harmless from the provision of such plan specifications and drawings pursuant to this item. Developer does hereby consent to the use of such plans, specifications and drawings by the County Commissioners to complete the construction of the uncompleted or unapproved Improvements or the performance of maintenance upon the same in the case of default pursuant to Items 3 and 4 or 8 and 9 hereof.

12. In the case of conflict between the provisions of this agreement and any other security agreement relating to the same Improvements, the provisions of this agreement shall take precedence.
13. Any notice, correspondence, inquiry or request for inspection permitted or required under this security agreement shall be given as follows:

A. To the County Commissioners:

Warren County Board of County Commissioners
Attn: County Administrator
406 Justice Drive
Lebanon, OH 45036
Ph. (513) 695-1250

B. To the County Engineer:

Warren County Engineer
105 Markey Road
Lebanon, OH 45036
Ph. (513) 695-3336

C. To the Developer:

The Drees Company
Att: Jeff Hebel
231 Grandview Dr.
Ft. Mitchell, KY 41017
Ph. (859) 578 - 4324

D. To the Surety:

Liberty Mutual Insurance Company

8044 Montgomery Road, Suite 150E

Cincinnati, OH 45236

Ph. (513) 792 - 1862

All notices and requests for inspection, unless otherwise specifically provided herein, shall be by certified mail, return receipt requested, and shall be complete upon mailing. **All parties are obligated to give notice of any change of address.**

14. The security to be provided herein shall be by:

_____ **Certified check or cashier's check** (attached) (**CHECK #** _____)

_____ **Original Letter of Credit** (attached) (**LETTER OF CREDIT #** _____)

_____ **Original Escrow Letter** (attached)

Surety Bond (this security agreement shall serve as the bond when signed by an authorized representative of a surety company authorized to do business within the State of Ohio with a **power of attorney attached** evidencing such authorized signature).

_____ **Surety obligation of national bank** (by signing this security agreement the authorized representative of the national bank undertaking this surety obligation does certify, for and on behalf of the undersigned national bank, that the bank has a segregated deposit sufficient in amount to the bank's total potential liability).

15. **The term "Surety" as used herein includes a bank, savings and loan or other financial institution where the security provided is a letter of credit, escrow letter or surety obligation of a national bank. The term "Surety" when referring to a bank, savings and loan or other financial institution is not intended to create obligations beyond those provided by Paragraphs 4 and/or 9 of this security agreement.**

16. **In the event that Surety shall fail to make funds available to the County Commissioners in accordance with Paragraphs 4 or 9, as applicable, within thirty (30) days after notification of default, then amounts due shall bear interest at eight per cent (8%) per annum.**

17. This Agreement shall not be assignable or transferrable by the Developer or Surety to any third party or parties without the express written consent of the County Commissioners. Developer and Surety waive any successor developer or successor surety claim or defense unless the County Commissioners have executed a written consent of assignment.
18. This Agreement shall be construed under the laws of the State of Ohio. The Developer and Surety hereby stipulate to the venue for any and all claims, disputes, interpretations and litigation of any kind arising out of this Agreement, being exclusively in the Warren County, Ohio Court of Common Pleas (unless both parties mutually agree in writing to attempt to resolve by alternate dispute resolution prior to litigation), and do further waive any right to bring or remove such claims, disputes, interpretation and litigation of any kind arising out of this Agreement, in or to any other state or a federal court.

IN EXECUTION WHEREOF, the Developer and the Surety have caused this security agreement to be executed on the date stated below.


DEVELOPER: The Drees Company

SURETY: Liberty Mutual Insurance Company

Pursuant to a resolution authorizing the undersigned to execute this agreement.

Pursuant to an instrument authorizing the undersigned to execute this agreement.

SIGNATURE:



SIGNATURE:



PRINTED NAME: Jeff Hebel

PRINTED NAME: Susan A. Yeazell

TITLE: Assistant Secretary/Cincinnati Land

TITLE: Attorney-in-Fact

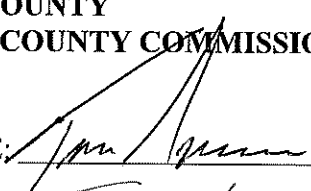
DATE: 1/7/2020

DATE: January 3, 2020

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IN EXECUTION WHEREOF, the Warren County Board of County Commissioners have caused this security agreement to be executed by the ^{Vice} President of the Board, on the date stated below, pursuant to Board Resolution Number 20-0261, dated 2/18/2020

**WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS**

SIGNATURE: 

PRINTED NAME: Tom Grossman

TITLE: ^{Vice} President

DATE: 2/18/2020

RECOMMENDED BY:

By: 
COUNTY ENGINEER

APPROVED AS TO FORM:

By: 
COUNTY PROSECUTOR

Key:

1. Name of Developer
2. Name of Person, Firm, Entity, etc. who is providing the security whether that be a bank or other financial institution (in the case of a letter of credit or escrow letter) (Surety Company in the case of a bond) or the Developer itself (in the case of a certified check or cashier's check)
3. Name of subdivision with section number and phase number where applicable
4. Name of Township

PERFORMANCE BOND

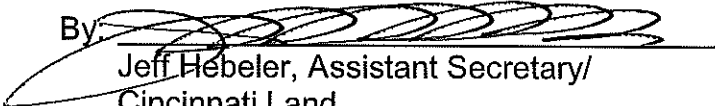
KNOW ALL MEN BY THESE PRESENTS that, The Drees Company, as Principal, and Liberty Mutual Insurance Company, as Surety, are held and firmly bound unto Warren County Commissioners, 406 Justice Drive, Lebanon, OH 45036, as Obligee, in the sum of One Hundred Forty-Three Thousand Five Hundred Sixty and 95/100 Dollars (\$143,560.95) lawful money of the United States for the payment of which, well and truly be made, we bind ourselves, our heirs, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has agreed to construct and dedicate for public purpose and maintenance of Streets and Appurtenances (including Sidewalks) in Legacy at Elliott Farm, Section 3, Block A Subdivision in Deerfield Township, Warren County, OH.

NOW THEREFORE, if the said Principal hereinbefore set forth, shall fully and faithfully perform all the work specified to be done in accordance with plans for Legacy at Elliott Farm, Section 3, Block A Subdivision on record at Warren County Commissioners, then this obligation shall be void and of no further legal effect; otherwise, this bond shall remain in full force and effect in law; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder, shall in no event exceed the penal amount of this obligation, as herein stated to be the sum of One Hundred Forty-Three Thousand Five Hundred Sixty and 95/100 Dollars (\$143,560.95) and no more.

SIGNED AND DATED THIS 3rd day of January, 2020

Principal: The Drees Company

By: 
Jeff Hebel, Assistant Secretary/
Cincinnati Land

Surety: Liberty Mutual Insurance Company

By: 
Susan A. Yeazell, Attorney-in-Fact



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8202224-014183

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Tiffany Gobich, Dan E. Ries, Susan A. Yeazell

all of the city of Cincinnati state of Ohio each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 26th day of September, 2019.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 26th day of September, 2019 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 3rd day of January, 2020



By: Renee C. Llewellyn, Assistant Secretary

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

Resolution

Number 20-0262

Adopted Date February 18, 2020

ENTER INTO A SUBDIVISION PUBLIC IMPROVEMENT PERFORMANCE AND MAINTENANCE SECURITY AGREEMENT WITH RICK ELLIOTT FOR INSTALLATION OF CERTAIN IMPROVEMENTS IN LEGACY AT ELLIOTT FARM, SECTION 3, BLOCK "A" SITUATED IN DEERFIELD TOWNSHIP

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

SECURITY AGREEMENT

Bond Number	:	20-003 (W/S)
Development	:	Legacy at Elliott Farm, Section 3, Block "A"
Developer	:	The Drees Company
Township	:	Deerfield
Amount	:	\$31,252.00
Surety Company	:	Liberty Mutual Insurance Co. (No. 014214541)

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

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

Resolution adopted this 18th day of February 2020.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cgb

cc: The Drees Company, Attn: Jeff Hebel, 211 Grandview Dr., Ft. Mitchell, KY 41017
Surety Co.
Water/Sewer (file)
Bond Agreement file

**SUBDIVISION PUBLIC IMPROVEMENT PERFORMANCE AND MAINTENANCE
SECURITY AGREEMENT**

WATER AND/OR SANITARY SEWER

Security Agreement No.

20-003 (w/s)

This Agreement made and concluded at Lebanon, Ohio, by and between The Drees Company (1) (hereinafter the "Developer") and the Warren County Board of County Commissioners, (hereinafter the "County Commissioners"), and Liberty Mutual Insurance Company (2) (hereinafter the "Surety").

WITNESSETH:

WHEREAS, the Developer is required to install certain improvements in Legacy at Elliott Farm **Subdivision, Section/Phase** Sec 3, Blk A(3) (hereinafter the "Subdivision") situated in Deerfield (4) Township, Warren County, Ohio, in accordance with the Warren County Subdivision regulations (hereinafter called the "Improvements"); and,

WHEREAS, it is estimated that the total cost of the Improvements is \$312,525, and that the Improvements that have yet to be completed and approved may be constructed in the sum of \$0.00; and,

WHEREAS, the County Commissioners have determined to require all developers to post security in the sum of one hundred thirty percent (130%) of the estimated cost of uncompleted or unapproved Improvements to secure the performance of the construction of uncompleted or unapproved Improvements in accordance with Warren County subdivision regulations and to require all Developers to post security in the sum of ten percent (10%) of the estimated total cost of the Improvements after the completion of the Improvements and their tentative acceptance by the County Commissioners to secure the performance of all maintenance upon the Improvements as may be required between the completion and tentative acceptance of the Improvements and their final acceptance by the County Commissioners.

NOW, THEREFORE, be it agreed:

1. The Developer will provide **performance security** to the County Commissioners in the sum of \$0.00 to secure the performance of the construction of the uncompleted or unapproved Improvements in accordance with Warren County subdivision regulations (hereinafter the Performance Obligation). If any sum greater than zero (0) is inserted herein, the **minimum performance security** shall be ten percent (10%) of the total cost of the Improvements.

2. The County Commissioners will, upon approval of the County Sanitary Engineer of all Improvements in the Subdivision, tentatively accept all Improvements.
3. The Developer shall be in default of the Performance Obligation if the construction or installation of any Improvement by the Developer is not completed within N/A years from the date of the execution of this agreement, as determined by the County Sanitary Engineer. The same shall apply whenever construction of the Improvements is not performed in accordance with the Warren County subdivision regulations.
4. The condition of the Performance Obligation shall be that whenever the Developer shall be declared by the County Commissioners to be in default, the Surety and the Developer shall, upon written notification of default by the County Commissioners to the Surety promptly make sufficient funds available to the County Commissioners to pay the cost of the completion of the construction of the uncompleted or unapproved Improvements in accordance with Warren County subdivision regulations, including any costs incurred by the County Commissioners which are incidental to the completion of the construction of the uncompleted or unapproved Improvements, including, but not limited to costs associated with publication of legal notices, preparation of such additional plans, specifications and drawings as may, in the judgment of the County Commissioners, be necessary, preparation of bid documents, etc., but not exceeding the amount set forth in Item 1 hereof. The Developer shall have the opportunity to respond in writing within two (2) weeks of receipt of notice of intent to find the Developer in default. In the case that the performance security given is in the form of a cashier's check or certified check provided directly to the County Commissioners, the County Commissioners may apply such funds as set forth herein upon notification of default to the Surety. The determination of the amount of funds to be disbursed by Surety to the County Commissioners as set forth in the aforesaid notification is final and binding upon the parties hereto. However, the foregoing shall not release Developer from any liability for any deficiency between the amount of funds disbursed and the actual costs incurred by the County Commissioners in the completion of the construction or installation of the uncompleted or unapproved Improvements and Developer expressly agrees to be liable to the County Commissioners for any such deficiency.
5. The County Commissioners, the Developer and Surety mutually agree that the Performance Obligation created herein shall continue until the completion of the installation of the Improvements in accordance with Warren County subdivision regulations and that upon the Improvements having been inspected and approved for one year maintenance, the Performance Obligation shall become null and void.
6. The Developer will provide **maintenance security** to the County Commissioners in the sum of \$31,252.00 to secure the performance of all maintenance upon the Improvements as determined to be necessary by the County Sanitary Engineer (hereinafter the Maintenance Obligation). In no event shall the sum provided for herein be less than ten percent (10%) of the estimated total cost of the Improvements as set forth above.

7. The Developer, upon being notified by the County Sanitary Engineer of the maintenance required upon the Improvements to bring the same into compliance with Warren County Subdivision regulations shall immediately undertake to perform and complete such required maintenance within the time set forth in the notice from the County Sanitary Engineer.
8. The Developer shall be in default of the Maintenance Obligation should the Developer fail to complete or cause to be undertaken and completed required maintenance upon the Improvements as set forth in Item 7 hereof.
9. The condition of the Maintenance Obligation shall be that whenever the Developer shall be declared by the County Commissioners to be in default, the Surety and the Developer shall, upon written notification of default by the County Commissioners to the Surety promptly make sufficient funds available to the County Commissioners to pay the cost of the required maintenance upon the Improvements, including any costs incurred by the County Commissioners which are incidental to the performance of such maintenance, including, but not limited to costs associated with the publication of legal notices, preparation of additional plans, specifications and drawings, as may, in the judgment of the County Commissioners, be necessary, preparation of bid documents, etc. but not exceeding the amount set forth in Item 6 hereof. The Developer shall have the opportunity to respond in writing within two (2) weeks of receipt of notice of intent to find the Developer in default. In the case that the maintenance security given is in the form of a cashier's check or certified check provided directly to the County Commissioners, the County Commissioners may apply such funds to the completion of the required maintenance upon the Improvements upon notification of default to the Surety. The determination of the amount of funds to be disbursed by Surety to the County Commissioners as set forth in the aforesaid notification is final and binding upon the parties hereto. However, the foregoing shall not release Developer from any liability for any deficiency between the amount of funds disbursed and the actual costs incurred by the County Commissioners in the performance of maintenance upon the Improvements and Developer expressly agrees to be liable to the County Commissioners for any such deficiency.
10. That upon expiration of the one year from the date of the tentative acceptance of the Improvements by the County Commissioners and upon satisfactory completion of any required maintenance upon the Improvements to bring the Improvements into compliance with Warren County subdivision regulations, the County Commissioners hereby agree to release the maintenance security and give final acceptance to the Improvements. The Developer shall request, in writing directed to the County Sanitary Engineer, a final inspection of the Improvements and the Developer shall be responsible for all maintenance as may be necessary and as may accrue from the commencement of the one year maintenance period and until such written request for inspection is delivered.
11. In the case of default pursuant to Items 3 and 4 or 8 and 9 hereof, Developer shall make available to the County Commissioners all plans, specifications and drawing relating to the Improvements and hereby directs all third parties, including engineers and consultants, who may possess such plans, specifications and drawings, or copies thereof, to provide the same

to the County Commissioners upon request and presentation of this security agreement or a copy thereof and agrees to hold such third parties harmless from the provision of such plan specifications and drawings pursuant to this item. Developer does hereby consent to the use of such plans, specifications and drawings by the County Commissioners to complete the construction of the uncompleted or unapproved Improvements or the performance of maintenance upon the same in the case of default pursuant to Items 3 and 4 or 8 and 9 hereof.

12. In the case of conflict between the provisions of this agreement and any other security agreement relating to the same Improvements, the provisions of this agreement shall take precedence.
13. Any notice, correspondence, inquiry or request for inspection permitted or required under this security agreement shall be given as follows:

A. To the County Commissioners:

Warren County Commissioners
Attn: County Administrator
406 Justice Drive
Lebanon, OH 45036
Ph. (513) 695-1250

B. To the County Sanitary Engineer:

Warren County Water & Sewer Department
Attn: Sanitary Engineer
406 Justice Drive
Lebanon, OH 45036
Ph. (513) 695-1380

C. To the Developer:

The Drees Company
Att: Jeff Hebel
211 Grandview Drive
Ft. Mitchell, KY 41017
Ph. (859) 578 - 4324

D. To the Surety:

Liberty Mutual Insurance Company

8044 Montgomery Road, Suite 150E

Cincinnati, OH 45236

Ph. (513) 792 - 1862

All notices and requests for inspection, unless otherwise specifically provided herein, shall be by certified mail, return receipt requested and shall be complete upon mailing. **All parties are obligated to give notice of any change of address.**

14. The security to be provided herein shall be by:

_____ **Certified check or cashier's check** (attached) (**CHECK #** _____)

_____ **Original Letter of Credit** (attached) (**LETTER OF CREDIT #** _____)

_____ **Original Escrow Letter** (attached)

Surety Bond (this security agreement shall serve as the bond when signed by an authorized representative of a surety company authorized to do business within the State of Ohio with a **power of attorney attached** evidencing such authorized signature).

_____ **Surety obligation of national bank** (by signing this security agreement the authorized representative of the national bank undertaking this surety obligation does certify, for and on behalf of the undersigned national bank, that the bank has a segregated deposit sufficient in amount to the bank's total potential liability).

15. **The term "Surety" as used herein includes a bank, savings and loan or other financial institution where the security provided is a letter of credit, escrow letter or surety obligation of a national bank. The term "Surety" when referring to a bank, savings and loan or other financial institution is not intended to create obligations beyond those provided by Paragraphs 4 and/or 9 of this security agreement.**

16. **In the event that Surety shall fail to make funds available to the County Commissioners in accordance with Paragraphs 4 or 9, as applicable, within thirty (30) days after notification of default, then amounts due shall bear interest at eight per cent (8%) per annum.**

17. This Agreement shall not be assignable or transferrable by the Developer or Surety to any third party or parties without the express written consent of the County Commissioners. Developer and Surety waive any successor developer or successor surety claim or defense unless the County Commissioners have executed a written consent of assignment.
18. This Agreement shall be construed under the laws of the State of Ohio. The Developer and Surety hereby stipulate to the venue for any and all claims, disputes, interpretations and litigation of any kind arising out of this Agreement, being exclusively in the Warren County, Ohio Court of Common Pleas (unless both parties mutually agree in writing to attempt to resolve by alternate dispute resolution prior to litigation), and do further waive any right to bring or remove such claims, disputes, interpretation and litigation of any kind arising out of this Agreement, in or to any other state or a federal court.

IN EXECUTION WHEREOF, the Developer and the Surety have caused this security agreement to be executed on the date stated below.

DEVELOPER: The Drees Company

SURETY: Liberty Mutual Insurance Company

Pursuant to a resolution authorizing the undersigned to execute this agreement.

Pursuant to an instrument authorizing the undersigned to execute this agreement.

SIGNATURE: 

SIGNATURE: 

PRINTED NAME: Jeff Hebel

PRINTED NAME: Susan A. Yeazell

TITLE: Assistant Secretary/Cincinnati Land

TITLE: Attorney-in-Fact

DATE: 1/7/2020

DATE: January 3, 2020

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN EXECUTION WHEREOF, the Warren County Board of County Commissioners have caused this security agreement to be executed by the ^{Vice} President of the Board, on the date stated below, pursuant to Board Resolution Number 20-0202, dated 2/18/2020

**WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS**

SIGNATURE: [Signature]

PRINTED NAME: Tom Grossman

^{Vice}
TITLE: President

DATE: 2/18/2020

RECOMMENDED BY:

By: [Signature]
SANITARY ENGINEER

APPROVED AS TO FORM:

By: [Signature]
COUNTY PROSECUTOR

Key:

1. Name of Developer
2. Name of Person, Firm, Entity, etc. who is providing the security whether that be a bank or other financial institution (in the case of a letter of credit or escrow letter) (Surety Company in the case of a bond) or the Developer itself (in the case of a certified check or cashier's check)
3. Name of subdivision with section number and phase number where applicable
4. Name of Township

Bond No. 014214541

MAINTENANCE BOND

Know All Men By These Presents, That we, The Drees Company
211 Grandview Drive, Ft. Mitchell, KY 41017
as Principal, and Liberty Mutual Insurance Company, a corporation
organized under the laws of the State of MA with principal place at 8044 Montgomery
Road, 150E, Cincinnati, OH 45236, as Surety, are held and
firmly bound unto Warren County Commissioners, 406 Justice Drive, Lebanon, OH
452036 (hereinafter called Obligee) in the penal sum of Thirty-One Thousand
Two Hundred Fifty-Two and 00/100, (\$ 31,252.00), for
payment of which, well and truly to be made, we do hereby bind ourselves, our heirs,
executors, administrators, successors and assigns, jointly and severally, firmly by these
presents.

DATED this 3rd day of January 20 20.

WHEREAS, the said Principal has heretofore entered into a Subdividers
Contract with the Obligee above named for certain physical improvements for
Water and/or Sanitary Sewer in Legacy at Elliott Farm Subdivision
Section 3, Block A in Deerfield Township, Warren County, Ohio

and

WHEREAS, the Principal submits that all work called for under the said
Subdividers Contract has now been completed according to the approved plans and as
a condition of acceptance of the physical improvements offers this bond to said
Obligee;

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, That is
said Principal shall, for a period of One (1) years from and after the 3rd
day of January, 20 20, indemnify the Obligee against any loss or
damage directly arising by reason of any defect in the material or workmanship which
may be discovered within the period aforesaid, then this obligation shall be void;
otherwise to be and remain in full force and virtue in law.

PROVIDED, HOWEVER, that in the event of any default on the part of said
Principal, written statement of the particular facts showing such default and the date
hereof shall be delivered facts showing such default and the date thereof shall be
delivered to the Surety by certified mail, at its Home Office in 175 Berkeley Street
Boston, MA 02117 promptly and in any event within thirty (30) days after the Obligee
or his representative shall learn of such default; and that no claim suit, or action by
reason of any default of the Principal shall be brought hereunder after the expiration of
thirty (30) days from the end of the maintenance period as herein set forth.

The Drees Company

Principal

By: 

Jeff Hebel

Its: Assistant Secretary/Cincinnati Land

Liberty Mutual Insurance Company

Surety

By: 

Its: Susan A. Yeazell, Attorney-in-Fact



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8202224-014183

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Tiffany Gobich, Dan E. Ries, Susan A. Yeazell

all of the city of Cincinnati state of Ohio each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 26th day of September, 2019.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 26th day of September, 2019 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 3rd day of January, 2020.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

Resolution

Number 20-0263

Adopted Date February 18, 2020

ENTER INTO A SUBDIVISION PUBLIC IMPROVEMENT PERFORMANCE AND MAINTENANCE SECURITY AGREEMENT WITH MT. PLEASANT BLACKTOPPING CO., INC. FOR INSTALLATION OF CERTAIN IMPROVEMENTS IN THE WOODLANDS AT MORROW, PHASE 3B SITUATED IN THE VILLAGE OF MORROW

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

SECURITY AGREEMENT

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

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

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

Resolution adopted this 18th day of February 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cgb

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

**SUBDIVISION PUBLIC IMPROVEMENT PERFORMANCE AND MAINTENANCE
SECURITY AGREEMENT**

WATER AND/OR SANITARY SEWER Bond # PB00242500023

Security Agreement No.

19-021 (w/s)

This Agreement made and concluded at Lebanon, Ohio, by and between Mt. Pleasant Blacktoping Co., Inc. (1) (hereinafter the "Developer") and the Warren County Board of County Commissioners, (hereinafter the "County Commissioners"), and Philadelphia Indemnity Insurance Company (2) (hereinafter the "Surety").

WITNESSETH:

WHEREAS, the Developer is required to install certain improvements in The Woodlands at Morrow Subdivision, Section/Phase 3B (3) (hereinafter the "Subdivision") situated in Village at Morrow (4) Township, Warren County, Ohio, in accordance with the Warren County Subdivision regulations (hereinafter called the "Improvements"); and,

WHEREAS, it is estimated that the total cost of the Improvements is \$193,966.16, and that the Improvements that have yet to be completed and approved may be constructed in the sum of - 0 -; and,

WHEREAS, the County Commissioners have determined to require all developers to post security in the sum of one hundred thirty percent (130%) of the estimated cost of uncompleted or unapproved Improvements to secure the performance of the construction of uncompleted or unapproved Improvements in accordance with Warren County subdivision regulations and to require all Developers to post security in the sum of ten percent (10%) of the estimated total cost of the Improvements after the completion of the Improvements and their tentative acceptance by the County Commissioners to secure the performance of all maintenance upon the Improvements as may be required between the completion and tentative acceptance of the Improvements and their final acceptance by the County Commissioners.

NOW, THEREFORE, be it agreed:

1. The Developer will provide **performance security** to the County Commissioners in the sum of - 0 - to secure the performance of the construction of the uncompleted or unapproved Improvements in accordance with Warren County subdivision regulations (hereinafter the Performance Obligation). If any sum greater than zero (0) is inserted herein, the **minimum performance security** shall be ten percent (10%) of the total cost of the Improvements.

2. The County Commissioners will, upon approval of the County Sanitary Engineer of all Improvements in the Subdivision, tentatively accept all Improvements.
3. The Developer shall be in default of the Performance Obligation if the construction or installation of any Improvement by the Developer is not completed within one years from the date of the execution of this agreement, as determined by the County Sanitary Engineer. The same shall apply whenever construction of the Improvements is not performed in accordance with the Warren County subdivision regulations.
4. The condition of the Performance Obligation shall be that whenever the Developer shall be declared by the County Commissioners to be in default, the Surety and the Developer shall, upon written notification of default by the County Commissioners to the Surety promptly make sufficient funds available to the County Commissioners to pay the cost of the completion of the construction of the uncompleted or unapproved Improvements in accordance with Warren County subdivision regulations, including any costs incurred by the County Commissioners which are incidental to the completion of the construction of the uncompleted or unapproved Improvements, including, but not limited to costs associated with publication of legal notices, preparation of such additional plans, specifications and drawings as may, in the judgment of the County Commissioners, be necessary, preparation of bid documents, etc., but not exceeding the amount set forth in Item 1 hereof. The Developer shall have the opportunity to respond in writing within two (2) weeks of receipt of notice of intent to find the Developer in default. In the case that the performance security given is in the form of a cashier's check or certified check provided directly to the County Commissioners, the County Commissioners may apply such funds as set forth herein upon notification of default to the Surety. The determination of the amount of funds to be disbursed by Surety to the County Commissioners as set forth in the aforesaid notification is final and binding upon the parties hereto. However, the foregoing shall not release Developer from any liability for any deficiency between the amount of funds disbursed and the actual costs incurred by the County Commissioners in the completion of the construction or installation of the uncompleted or unapproved Improvements and Developer expressly agrees to be liable to the County Commissioners for any such deficiency.
5. The County Commissioners, the Developer and Surety mutually agree that the Performance Obligation created herein shall continue until the completion of the installation of the Improvements in accordance with Warren County subdivision regulations and that upon the Improvements having been inspected and approved for one year maintenance, the Performance Obligation shall become null and void.
6. The Developer will provide **maintenance security** to the County Commissioners in the sum of \$19,396.62 to secure the performance of all maintenance upon the Improvements as determined to be necessary by the County Sanitary Engineer (hereinafter the Maintenance Obligation). In no event shall the sum provided for herein be less than ten percent (10%) of the estimated total cost of the Improvements as set forth above.

7. The Developer, upon being notified by the County Sanitary Engineer of the maintenance required upon the Improvements to bring the same into compliance with Warren County Subdivision regulations shall immediately undertake to perform and complete such required maintenance within the time set forth in the notice from the County Sanitary Engineer.
8. The Developer shall be in default of the Maintenance Obligation should the Developer fail to complete or cause to be undertaken and completed required maintenance upon the Improvements as set forth in Item 7 hereof.
9. The condition of the Maintenance Obligation shall be that whenever the Developer shall be declared by the County Commissioners to be in default, the Surety and the Developer shall, upon written notification of default by the County Commissioners to the Surety promptly make sufficient funds available to the County Commissioners to pay the cost of the required maintenance upon the Improvements, including any costs incurred by the County Commissioners which are incidental to the performance of such maintenance, including, but not limited to costs associated with the publication of legal notices, preparation of additional plans, specifications and drawings, as may, in the judgment of the County Commissioners, be necessary, preparation of bid documents, etc. but not exceeding the amount set forth in Item 6 hereof. The Developer shall have the opportunity to respond in writing within two (2) weeks of receipt of notice of intent to find the Developer in default. In the case that the maintenance security given is in the form of a cashier's check or certified check provided directly to the County Commissioners, the County Commissioners may apply such funds to the completion of the required maintenance upon the Improvements upon notification of default to the Surety. The determination of the amount of funds to be disbursed by Surety to the County Commissioners as set forth in the aforesaid notification is final and binding upon the parties hereto. However, the foregoing shall not release Developer from any liability for any deficiency between the amount of funds disbursed and the actual costs incurred by the County Commissioners in the performance of maintenance upon the Improvements and Developer expressly agrees to be liable to the County Commissioners for any such deficiency.
10. That upon expiration of the one year from the date of the tentative acceptance of the Improvements by the County Commissioners and upon satisfactory completion of any required maintenance upon the Improvements to bring the Improvements into compliance with Warren County subdivision regulations, the County Commissioners hereby agree to release the maintenance security and give final acceptance to the Improvements. The Developer shall request, in writing directed to the County Sanitary Engineer, a final inspection of the Improvements and the Developer shall be responsible for all maintenance as may be necessary and as may accrue from the commencement of the one year maintenance period and until such written request for inspection is delivered.
11. In the case of default pursuant to Items 3 and 4 or 8 and 9 hereof, Developer shall make available to the County Commissioners all plans, specifications and drawing relating to the Improvements and hereby directs all third parties, including engineers and consultants, who may possess such plans, specifications and drawings, or copies thereof, to provide the same

to the County Commissioners upon request and presentation of this security agreement or a copy thereof and agrees to hold such third parties harmless from the provision of such plan specifications and drawings pursuant to this item. Developer does hereby consent to the use of such plans, specifications and drawings by the County Commissioners to complete the construction of the uncompleted or unapproved Improvements or the performance of maintenance upon the same in the case of default pursuant to Items 3 and 4 or 8 and 9 hereof.

12. In the case of conflict between the provisions of this agreement and any other security agreement relating to the same Improvements, the provisions of this agreement shall take precedence.
13. Any notice, correspondence, inquiry or request for inspection permitted or required under this security agreement shall be given as follows:

A. To the County Commissioners:

Warren County Commissioners
Attn: County Administrator
406 Justice Drive
Lebanon, OH 45036
Ph. (513) 695-1250

B. To the County Sanitary Engineer:

Warren County Water & Sewer Department
Attn: Sanitary Engineer
406 Justice Drive
Lebanon, OH 45036
Ph. (513) 695-1380

C. To the Developer:

Mt. Pleasant Blacktopping Co., Inc.

3199 Production Drive

Fairfield, OH 45014

Ph. (513) 874 - 3777

D. To the Surety:

Philadelphia Indemnity Insurance Company

One Bala Plaza

Bala Cynwyd, PA 19004

Ph. (614) 726 - 3818

All notices and requests for inspection, unless otherwise specifically provided herein, shall be by certified mail, return receipt requested and shall be complete upon mailing. **All parties are obligated to give notice of any change of address.**

14. The security to be provided herein shall be by:

_____ **Certified check or cashier's check** (attached) (**CHECK #** _____)

_____ **Original Letter of Credit** (attached) (**LETTER OF CREDIT #** _____)

_____ **Original Escrow Letter** (attached)

Surety Bond (this security agreement shall serve as the bond when signed by an authorized representative of a surety company authorized to do business within the State of Ohio with a **power of attorney attached** evidencing such authorized signature).

_____ **Surety obligation of national bank** (by signing this security agreement the authorized representative of the national bank undertaking this surety obligation does certify, for and on behalf of the undersigned national bank, that the bank has a segregated deposit sufficient in amount to the bank's total potential liability).

15. **The term "Surety" as used herein includes a bank, savings and loan or other financial institution where the security provided is a letter of credit, escrow letter or surety obligation of a national bank. The term "Surety" when referring to a bank, savings and loan or other financial institution is not intended to create obligations beyond those provided by Paragraphs 4 and/or 9 of this security agreement.**

16. **In the event that Surety shall fail to make funds available to the County Commissioners in accordance with Paragraphs 4 or 9, as applicable, within thirty (30) days after notification of default, then amounts due shall bear interest at eight per cent (8%) per annum.**

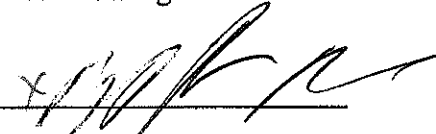
17. This Agreement shall not be assignable or transferrable by the Developer or Surety to any third party or parties without the express written consent of the County Commissioners. Developer and Surety waive any successor developer or successor surety claim or defense unless the County Commissioners have executed a written consent of assignment.
18. This Agreement shall be construed under the laws of the State of Ohio. The Developer and Surety hereby stipulate to the venue for any and all claims, disputes, interpretations and litigation of any kind arising out of this Agreement, being exclusively in the Warren County, Ohio Court of Common Pleas (unless both parties mutually agree in writing to attempt to resolve by alternate dispute resolution prior to litigation), and do further waive any right to bring or remove such claims, disputes, interpretation and litigation of any kind arising out of this Agreement, in or to any other state or a federal court.

IN EXECUTION WHEREOF, the Developer and the Surety have caused this security agreement to be executed on the date stated below.

DEVELOPER: Mt. Pleasant Blacktopping Co., Inc. **SURETY:** Philadelphia Indemnity Insurance Company

Pursuant to a resolution authorizing the undersigned to execute this agreement.

Pursuant to an instrument authorizing the undersigned to execute this agreement.

SIGNATURE: 

SIGNATURE: 

PRINTED NAME: Benjamin P. House

PRINTED NAME: Anne Tierney

TITLE: President

TITLE: Attorney-in-Fact

DATE: January 23, 2020

DATE: January 23, 2020

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN EXECUTION WHEREOF, the Warren County Board of County Commissioners have caused this security agreement to be executed by the ^{Vice} President of the Board, on the date stated below, pursuant to Board Resolution Number 20-0203, dated 2/18/2020.

**WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS**

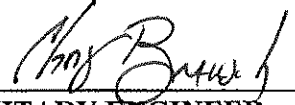
SIGNATURE: 

PRINTED NAME: Tom Grossman

Vice
TITLE: President

DATE: 2/18/2020

RECOMMENDED BY:

By: 
SANITARY ENGINEER

APPROVED AS TO FORM:

By: 
COUNTY PROSECUTOR
Adam Rice, Asst. Pres.

Key:

1. Name of Developer
2. Name of Person, Firm, Entity, etc. who is providing the security whether that be a bank or other financial institution (in the case of a letter of credit or escrow letter) (Surety Company in the case of a bond) or the Developer itself (in the case of a certified check or cashier's check)
3. Name of subdivision with section number and phase number where applicable
4. Name of Township

PHILADELPHIA INDEMNITY INSURANCE COMPANY
One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That PHILADELPHIA INDEMNITY INSURANCE COMPANY (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint Richard A. Davis, Paulette M. Aerni, Linda L. Hogle, Anne Tierney, Thomas D. Cassidy, Thomas W. Chatham, Susan A. Yeazell and Tiffany Gobich of USI Insurance Services, LLC its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$50,000,000.00.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14th of November, 2016.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company; (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

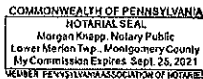
IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 27TH DAY OF OCTOBER, 2017.



(Seal)

Robert D. O'Leary Jr., President & CEO
Philadelphia Indemnity Insurance Company

On this 27th day of October, 2017, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the PHILADELPHIA INDEMNITY INSURANCE COMPANY; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.



(Notary Seal)

Notary Public: Morgan Knapp
residing at: Bala Cynwyd, PA
My commission expires: September 25, 2021

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 27th day of October, 2017 are true and correct and are still in full force and effect. I do further certify that Robert D. O'Leary Jr., who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 23rd day of January, 2020.



Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY

Resolution

Number 20-0264

Adopted Date February 18, 2020

APPROVE A SUBDIVISION PUBLIC IMPROVEMENT PERFORMANCE AND MAINTENANCE SECURITY RELEASE WITH FISCHER DEVELOPMENT COMPANY FOR PROVIDENCE, SECTION THREE BLOCK "C" SITUATED IN HAMILTON TOWNSHIP

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

RELEASE

Bond Number	:	17-024 (W/S)
Development	:	Providence, Section Three Block "C"
Developer	:	Fischer Development Company
Township	:	Hamilton
Amount	:	\$11,058.10
Surety Company	:	RLI Insurance Company (CMS0326628)

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

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

Resolution adopted this 18th day of February 2020.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cgb

cc: Fischer Development Co., Dave Stroup, 3940 Olympic Blvd, Suite 100, Erlanger KY 41018
RLI Insurance Company, 525 W. Van Buren, Suite 350, Chicago, IL 60607
Water/Sewer (file)
Bond Agreement file

Resolution

Number 20-0265

Adopted Date February 18, 2020

APPROVE BOND RELEASE FOR M/I HOMES OF CINCINNATI, LLC FOR COMPLETION OF IMPROVEMENTS IN ROBERTS PARK SECTION 2 SITUATED IN DEERFIELD TOWNSHIP

BE IT RESOLVED to approve the following bond release upon recommendation of the Warren County Soil and Water Conservation District:

EROSION CONTROL PERFORMANCE BOND RELEASE

Bond Number	:	N/A
Development	:	Robert's Park, Section 2
Developer	:	M/I Homes of Cincinnati, LLC
Township	:	Deerfield
Amount	:	\$12,975.00
Surety Company	:	Argonaut Insurance Co. (AS0083247)

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

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

Resolution adopted this 18th day of February 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Developer
Surety Co.
Soil & Water (file)
Bond Agreement file

Resolution

Number 20-0266

Adopted Date February 18, 2020

APPROVE A STREET AND APPURTENANCES (INCLUDING SIDEWALKS) BOND RELEASE FOR THE DREES COMPANY, FOR COMPLETION OF IMPROVEMENTS IN HERITAGE AT MIAMI BLUFFS PHASE 4, BLOCK "C" SITUATED IN HAMILTON TOWNSHIP

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

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

BOND RELEASE

Bond Number	:	15-020 (P/S)
Development	:	Heritage at Miami Bluffs Phase 4, Block "C"
Developer	:	The Drees Company
Township	:	Hamilton
Amount	:	\$145,791.10
Surety Company	:	Liberty Mutual Insurance Company (014070566)

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

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

Resolution adopted this 18th day of February 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: The Drees Co, Attn: Steve Franxman, 211 Grandview Dr. Fort Mitchell, KY 41017
Liberty Mutual Insurance Co., 8044 Montgomery Rd., Ste 150E, Cincinnati, OH 45236
Engineer (file)
Bond Agreement file

Resolution

Number 20-0267

Adopted Date February 18, 2020

APPROVE A STREET AND APPURTENANCES (INCLUDING SIDEWALKS) BOND RELEASE FOR THE DREES COMPANY, FOR COMPLETION OF IMPROVEMENTS IN HERITAGE AT MIAMI BLUFFS PHASE 4, BLOCK "D" SITUATED IN HAMILTON TOWNSHIP

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

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

BOND RELEASE

Bond Number	:	18-001 (P/S)
Development	:	Heritage at Miami Bluffs Phase 4, Block "D"
Developer	:	The Drees Company
Township	:	Hamilton
Amount	:	\$59,624.50
Surety Company	:	Liberty Mutual Insurance Company (014070560)

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

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

Resolution adopted this 18th day of February 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: The Drees Co, Attn: Steve Franxman, 211 Grandview Dr. Fort Mitchell, KY 41017
Liberty Mutual Insurance Co., 8044 Montgomery Rd., Ste 150E, Cincinnati, OH 45236
Engineer (file)
Bond Agreement file

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

Resolution

Number 20-0268

Adopted Date February 18, 2020

APPROVE PARKWAY DRIVE AND DISTRICT SQUARE DRIVE IN DISTRICT AT DEERFIELD FOR PUBLIC MAINTENANCE BY DEERFIELD TOWNSHIP

WHEREAS, the Warren County Engineer has verified that Parkway Drive and District Square Drive has been constructed in compliance with the approved plans and specifications; and

Street Number	Street Name	Street Width	Street Mileage
0297-T	Parkway Drive	R/W Varies	0.219
0892-T	District Square Drive	5'-20'-5'	0.015

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

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

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

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

Resolution adopted this 18th day of February 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

From: [Eric Reiners](#)
To: [Ryan, Tabitha](#)
Cc: [Mick, David S.](#); [Weber, Kurt](#); [Bill Highfill](#); [Tim Burgoyne \(Silverman and Company, Inc\)](#)
Subject: RE: District at Deerfield Street Acceptance
Date: Monday, January 27, 2020 10:00:56 AM
Attachments: [image001.png](#)

Good Morning,

Please consider this email as Deerfield's acceptance of Parkway Drive for public maintenance.

Respectfully,

Eric Reiners
Administrator
4900 Parkway | Suite 150 | Deerfield Township, Ohio 45040
513.701.6973 Direct | 513.701.6958 Main | 513.678.1045 Cell
ereiners@deerfieldtwp.com | www.choosedeerfield.com



From: Ryan, Tabitha [mailto:Tabitha.Ryan@co.warren.oh.us]
Sent: Monday, January 27, 2020 9:24 AM
To: Eric Reiners <erein@deerfieldtwp.com>
Cc: Mick, David S. <David.Mick@co.warren.oh.us>; Kurt Weber <kurt.weber@co.warren.oh.us>
Subject: District at Deerfield Street Acceptance

Good Morning Eric,

Dave Mick has asked me to submit a resolution to the BOCC to approve Parkway Drive and District Square Drive for public maintenance by Deerfield Township in the District at Deerfield (attached). Please issue a letter of acceptance (via email is fine) that you are willing to accept the streets.

If you have any questions, please let me know.

Thank you,
Tabitha Ryan
Warren County Engineer's Office
Planning and Design Coordinator
(513) 695-3336
105 Markey Road
Lebanon, OH 45036

Resolution

Number 20-0269

Adopted Date February 18, 2020

APPROVE VARIOUS RECORD PLATS

BE IT RESOLVED, upon recommendation of the Warren County Regional Planning Commission, to approve the following Record Plats:

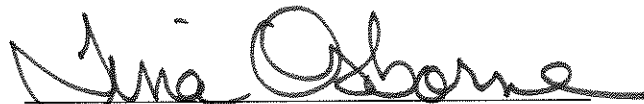
- Grand View 3rd Plat – Franklin Township
- Caesar Creek Estates Phase 3 – Wayne Township
- State Route 63 Right of Way Dedication Red Bird Area – Turtlecreek Township
- Tewart Estates 2 – Franklin Township
- Legacy At Elliott Farm Section 3 Block “A” – Deerfield Township
- Legacy At Elliott Farm Section 3 Block “A” Easement Plat – Deerfield Township
- Tara Estates No. 4 Phase 2 – Franklin Township

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

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

Resolution adopted this 18th day of February 2020.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Plat File
RPC

Resolution

Number 20-0270

Adopted Date February 18, 2020

APPROVE AN OPERATIONAL TRANSFER FROM VETERANS FUND #11015210 INTO
COMMON PLEAS COURT #2288

WHEREAS, the Veterans Service Office has entered into a MOU with Common Pleas Veterans
Court to transfer funds into their Fund #2288; and

NOW THEREFORE BE IT RESOLVED, to approve the following operational transfer:

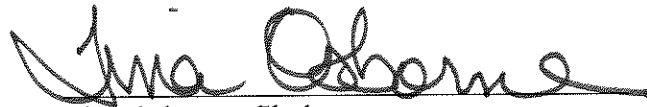
\$10,000.00	from	#11015210-5997	(Veterans – Operational Transfer Out)
	into	#2288 -49000	(Common Pleas Vet Court – Transfer In)

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

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

Resolution adopted this 18th day of February 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Operational Transfer file
Veterans (file)
OMB

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

Resolution

Number 20-0271

Adopted Date February 18, 2020

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

WHEREAS, the Department of Human Services has requested that the eighth disbursement of their mandated share for SFY 2020 be transferred into the Human Services Public Assistance Fund #2203; and

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

\$15,799.92	from	#11011112-5742	(Commissioners Grants - Public Assistance)
	into	#2203-49000	(Human Services - Public Assistance)

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

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

Resolution adopted this 18th day of February 2020.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

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

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

Resolution

Number 20-0272

Adopted Date February 18, 2020

ACCEPT AN AMENDED CERTIFICATE AND APPROVE A SUPPLEMENTAL APPROPRIATION INTO COMMON PLEAS COURT COMMUNITY CORRECTIONS FUND #2288

BE IT RESOLVED, to accept an amended certificate from the Warren County Budget Commission for Fund #2288 in the amount of \$10,000; and

BE IF FURTHER RESOLVED, to approve the following supplemental appropriation:


\$1,000.00	into	#22881226 5210	(Materials & Supplies)
\$5,000.00	into	#22881226 5400	(Purchased Services)
\$1,500.00	into	#22881226 5850	(Training-Education)
\$2,500.00	into	#22881226 5910	(Other Expenses)

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

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

Resolution adopted this 18th day of February 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Amended Certificate file
Supplemental Adjustment file
Common Pleas Court (file)

Resolution

Number 20-0273

Adopted Date February 18, 2020

ACCEPT AN AMENDED CERTIFICATE, APPROVE A SUPPLEMENTAL APPROPRIATION AND A CASH ADVANCE FOR THE KING AVE BRIDGE PROJECT FUND 4437

WHEREAS, in order for the Warren County Engineer's Office to be able to encumber funds for the King Avenue Bridge Project, an amended certificate, a supplemental appropriation and a cash advance needs to be accepted; and

NOW THEREFORE BE IT RESOLVED, to accept an Amended Certificate from the Budget Commission in the amount of \$25,000.00 for the King Avenue Bridge Project; and

BE IT FURTHER RESOLVED, to approve the following supplemental appropriation and cash advance for the Engineer's Fund #4437 King Avenue Bridge Project; and

Supplemental Appropriation

\$25,000.00 into 44373130-5320 (Capital Purchase)

Cash Advance


\$200,000.00 from 2202-45556 (Advances of Cash Out)
Into 4437-45555 (Advances of Cash In)

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

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

Resolution adopted this 18th day of February 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor ✓
Cash Advance file
Amended Certificate file
Supplemental App. file
Engineer (file)

AMENDED OFFICIAL CERTIFICATE OF ESTIMATED RESOURCES

Rev. Code , Sec 5705.36

Office of Budget Commission, County of Warren, Lebanon, Ohio, February 10, 2020

To the TAXING AUTHORITY of Warren County Commissioners

The following is the amended certificate of estimated resources for the fiscal year beginning January 1st, 2020, as revised by the Budget Commission of said county, which shall govern the total of appropriations made at any time during such fiscal year.

FUND TYPE - Capital Projects	Jan. 1st, 2020	Taxes	Other Sources	Total
King Avenue Bridge Project	(\$100.00)		\$575,100.00	\$575,000.00
Fund 4437				
TOTAL	(\$100.00)	\$0.00	\$575,100.00	\$575,000.00

_____)
_____)
 _____) Budget
 _____) Commission

AMEND 20 05
 Fund 4437 49000 +25,000.00
 (Actual anticipated 1,345,358.00 less cash advance
 of 770,258.00=575,100.00 anticipated on certification)

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

Resolution

Number 20-0274

Adopted Date February 18, 2020

APPROVE SUPPLEMENTAL APPROPRIATION INTO COMMON PLEAS SPECIAL
PROJECTS #2224

BE IT RESOLVED, to approve the following supplemental adjustment:


\$ 20,000.00 into #22241220-5318 (Non Capital Purchase w/Data Approval)

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

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

Resolution adopted this 18th day of February 2020.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

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

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

Resolution

Number 20-0275

Adopted Date February 18, 2020

APPROVE SUPPLEMENTAL APPROPRIATIONS INTO COMMON PLEAS MENTAL HEALTH GRANT #2228

BE IT RESOLVED, to approve the following supplemental adjustments:

\$ 30,000	into	BUDGET-BUDGET	22281220-5102	(Regular Salaries)
\$ 4,100	into	BUDGET-BUDGET	22281220-5811	(PERS)
\$ 9,000	into	BUDGET-BUDGET	22281220-5820	(Health/Life Insurance)
\$ 450	into	BUDGET-BUDGET	22281220-5871	(Medicare)

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

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

Resolution adopted this 18th day of February 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

Resolution

Number 20-0276

Adopted Date February 18, 2020

APPROVE APPROPRIATION ADJUSTMENTS FROM COMMISSIONERS GENERAL FUND #11011110 INTO PROBATE/JUVENILE COURT FUND #11011240

BE IT RESOLVED, to approve the following appropriation adjustments from Commissioners Fund #11011110 into Probate/Juvenile Court Fund #11011240 in order to process a sick and vacation leave payout for Jennifer Coatney former employee of Juvenile/Probate Court:


\$5,118.00	from	#11011110-5881	(Commissioners – Sick Leave Payout)
	into	#11011240-5881	(Juvenile/Probate Court – Sick Leave Payout)
\$3,783.00	from	#11011110-5882	(Commissioners - Vacation Leave Payout)
	into	#11011240-5882	(Juvenile/Probate Court - Vacation Leave Payout)

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

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

Resolution adopted this 18th day of February 2020.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

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

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

Resolution

Number 20-0277

Adopted Date February 18, 2020

APPROVE APPROPRIATION ADJUSTMENTS FROM COMMISSIONERS GENERAL FUND #11011110 INTO SHERIFF'S OFFICE FUND #11012200

BE IT RESOLVED, to approve the following appropriation adjustments from Commissioners Fund #11011110 into Sheriff's Office Fund #11012200 in order to process a sick and vacation leave payout for Arlene Howard former employee of Sheriff's Office:

\$2,083.00 from #11011110-5881 (Commissioners – Sick Leave Payout)
 into #11012200-5881 (Sheriff's Office – Sick Leave Payout)

\$1,729.00 from #11011110-5882 (Commissioners - Vacation Leave Payout)
 into #11012200-5882 (Sheriff's Office - Vacation Leave Payout)

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

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

Resolution adopted this 18th day of February 2020.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

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

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

Resolution

Number 20-0278

Adopted Date February 18, 2020

APPROVE APPROPRIATION ADJUSTMENT WITHIN SHERIFF'S OFFICE FUND
#11012200

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

\$13,843.69	from	11012200 5317	Non Capital Purchases
	into	11012200 5997	Operational Transfers

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

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

Resolution adopted this 18th day of February 2020.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

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

Resolution

Number 20-0279

Adopted Date February 18, 2020

APPROVE APPROPRIATION ADJUSTMENT WITHIN SHERIFF'S OFFICE FUND
#11012210

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

\$142,272.00	from	11012210-5410	(Contracts – BOCC Approved)
	into	11012210-5400	(Purchased Services)

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

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

Resolution adopted this 18th day of February 2020.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

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

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

Resolution

Number 20-0280

Adopted Date February 18, 2020

APPROVE APPROPRIATION ADJUSTMENT WITHIN COMMON PLEAS COURT
SERVICES #11011223

BE IT RESOLVED, to approve the following appropriation adjustment:

\$ 2,500.00 from #11011223-5400 (Purchased Services)
 into #11011223-5317 (Non Capital Purchase)

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

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

Resolution adopted this 18th day of February 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

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

Resolution

Number 20-0281

Adopted Date February 18, 2020

APPROVE APPROPRIATION ADJUSTMENT WITHIN COMMON PLEAS COURT
SERVICES #11011223

BE IT RESOLVED, to approve the following appropriation adjustment:

\$ 6,500.00 from #11011223-5855 (Clothing/Personal Equipment)
 into #11011223-5317 (Non Capital Purchase)

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

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

Resolution adopted this 18th day of February 2020.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

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

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

Resolution

Number 20-0282

Adopted Date February 18, 2020

APPROVE APPROPRIATION ADJUSTMENT WITHIN THE BUILDING AND ZONING
DEPARTMENT FUND #11012300

BE IT RESOLVED, to approve the following appropriation adjustment:

\$150.75	from	#11012300-5910	(Other Expense)
	into	#11012300-5317	(Non Capital Purchase)

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

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

Resolution adopted this 18th day of February 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Appropriation Adjustment file
Building/Zoning (file)

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

Resolution

Number 20-0283

Adopted Date February 18, 2020

APPROVE APPROPRIATION ADJUSTMENT WITHIN THE BUILDING AND ZONING
DEPARTMENT FUND #11012300

BE IT RESOLVED, to approve the following appropriation adjustment:

\$427.21	from	#11012300-5910	(Other Expense)
	into	#11012300-5317	(Non Capital Purchase)

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

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

Resolution adopted this 18th day of February 2020.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor
Appropriation Adjustment file
Building/Zoning (file)

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

Resolution

Number 20-0284

Adopted Date February 18, 2020

APPROVE APPROPRIATION ADJUSTMENT WITHIN THE JUVENILE DETENTION
FUND #11012600

BE IT RESOLVED, to approve the following appropriation adjustment within the Juvenile
Detention fund #11012600:

\$ 15,700.00 from 11012600-5400 (Purchased Services)
Into 11012600-5410 (Contracts BOCC Approved)

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

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

Resolution adopted this 18th day of February 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor ✓
Appropriation Adj. file
Juvenile (file)

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

Resolution

Number 20-0285

Adopted Date February 18, 2020

APPROVE APPROPRIATION ADJUSTMENTS FROM VETERANS FUND 11015220 INTO 11015210

BE IT RESOLVED, to approve the following appropriation adjustments:

\$ 35,000.00 from #11015220-5920 (VET ALLOWANCES)
\$ 25,000.00 into #11015210-5317 (VET ADMIN NON CAPITAL)
\$ 10,000.00 into #11015210-5911 (VET NON TAXABLE MEAL)

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

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

Resolution adopted this 18th day of February 2020.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor
Appropriation Adj. file
Veterans (file)

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

Resolution

Number 20-0286

Adopted Date February 18, 2020

APPROVE APPROPRIATION ADJUSTMENT WITHIN ENGINEER'S OFFICE FUND 2202

BE IT RESOLVED, to approve the following appropriation adjustment:


\$115,000.00 from 22023120-5400 (Purchased Services)
into 22023120-5310 (Vehicles Capital Outlay)

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

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

Resolution adopted this 18th day of February 2020.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor
Appropriation Adj. file
Engineer (file)

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

Resolution

Number 20-0287

Adopted Date February 18, 2020

APPROVE APPROPRIATION ADJUSTMENT WITHIN GRANTS ADMINISTRATION
FUND #2251

BE IT RESOLVED, in order to process vouchers for anticipated travel, as it relates to the COAP-funded grant project, it is necessary to approve the following appropriation adjustment:

\$3,000 from 22511111-5400 (Purchased Services)
 into 22511111-5940 (Travel)

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

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

Resolution adopted this 18th day of February 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/sm

cc: Auditor
Appropriation Adj. file
OGA (file)

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

Resolution

Number 20-0288

Adopted Date February 18, 2020

APPROVE APPROPRIATION ADJUSTMENT WITHIN THE OHIOMEANSJOBS WARREN COUNTY FUND #2258

WHEREAS, appropriation adjustments are necessary for payment of Classroom Training Expenses: and

NOW THEREFORE BE IT RESOLVED, to approve appropriation adjustments within the OhioMeansJobs Warren County Fund # 2258.


\$ 10,000	from	#22585800-5910	(Other Expenses)
\$ 30,000	from	#22585800-5102	(Regular Salaries)
\$ 40,000	into	#22585800-5663	(Classroom Training)

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

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

Resolution adopted this 18th day of February 2020.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor ✓
Appropriation Adj. file
OhioMeansJobs (file)

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

Resolution

Number 20-0289

Adopted Date February 18, 2020

APPROVE APPROPRIATION ADJUSTMENT WITHIN CHILDREN SERVICES FUND
#2273

BE IT RESOLVED, to approve the following appropriation adjustment to process vacation leave payouts for former employees of Children Services, Diana O'Connor and Randi Phillips:

\$1,460.00	from	#22735100-5102	(Regular Salaries)
	into	#22735100-5882	(Accum. Vacation Payout)

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

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

Resolution adopted this 18th day of February 2020.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

jc/

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

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

Resolution

Number 20-0290

Adopted Date February 18, 2020

APPROVE APPROPRIATION ADJUSTMENT WITHIN GRANTS ADMINISTRATION
FUND #2299

BE IT RESOLVED, in order to process vouchers for a bus equipment, it is necessary to approve the following appropriation adjustment:


\$200 from 22997000-5210 (Materials & Supplies)
 into 22997000-5317(Non Capital Purchases)

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

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

Resolution adopted this 18th day of February 2020.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

/sm

cc: Auditor
Appropriation Adj. file
OGA (file)

Resolution

Number 20-0291

Adopted Date February 18, 2020

APPROPRIATING A PERPETUAL HIGHWAY AND TEMPORARY EASEMENTS UPON LANDS OWNED BY HRC INVESTMENTS, INC. AT -0- W. LYTLE-FIVE POINTS ROAD AND 64 W. LYTLE-FIVE POINTS ROAD AND 30 W. LYTLE-FIVE POINTS ROAD, CLEARCREEK TOWNSHIP, WARREN COUNTY, OHIO, NECESSARY FOR THE LYTLE-FIVE POINTS/BUNNELL HILL ROAD INTERSECTION ROUNDABOUT PROJECT, AND FURTHER AUTHORIZING THE EXECUTION AND FILING OF CERTAIN PLEADINGS, AND APPROVING THE VOUCHER FOR FUNDS TO BE DEPOSITED WITH THE CLERK OF COURTS RELATING THERETO

WHEREAS, this Board unanimously adopted Resolution # 19-0039, on January 15, 2019, declaring the necessity for public use certain improvements to Lytle Five Points Road and Bunnell Hill Road Intersection in Clearcreek Township, Warren County, Ohio, roadway open to the public without charge, known as the Lytle Five Points Road/Bunnell Hill Road Intersection Roundabout (the "Project"); and,

WHEREAS, as part of the Project, the County Engineer determined based on surveys, plans, profiles and/or cross sections that certain interests and rights in lands now owned by HRC Investments, Inc. must be obtained for the Project; and,

WHEREAS, this Board acting through the County Engineer and his consultants have attempted to acquire a Perpetual Highway Easement across 0.001 (62 sq. ft.) of an 1.0809 acre parcel, and a Temporary Easement across 0.008 (367 sq. ft.) of the 1.0809 acre parcel, and a Temporary Easement across 0.015 (637 sq. ft.) of a 0.774 acre parcel, and a Temporary Easement across 0.001 (56 sq. ft.) of a 0.144 acre parcel for the purpose of performing the work necessary to construct a roundabout by negotiating in person and sending by certified mail, return receipt requested, to the property owner dated August 6, 2019, two separate written notice of intent to acquire and a good faith offer letters which included without limitation: a Survey drawing of the Perpetual Highway Easement and the Temporary Easement areas; a set of construction plans for the road improvements in compliance with Section 163.05 of the Ohio Revised Code; and, a value analysis prepared by a professional independent appraisal upon which the good faith offer was based, in compliance with Sections 163.04 and 163.041 of the Ohio Revised Code; and,

WHEREAS, the statutorily mandated written notice of intent to acquire and good faith offer letter was delivered by certified mail on August 8, 2019 to the property owner, and, this Board and its representatives and consultants have been unable to agree on the requested conveyance or the terms of conveyance of the said interests and rights sought; and,

WHEREAS, on or after August 8, 2019, this Board has not become aware of any conditions indigenous to the property that could not reasonably have been discovered at the time the initial notice of intent to acquire and good faith offer was made, nor has the property owner provided this Board with its own independent appraisal; and,

WHEREAS, this Board, under and by virtue of Title LV, Section 5555.09 and Title I, Sections 163.01 – 163.22, et seq. of the Ohio Revised Code, may appropriate rights-of-way, and real property or easement interests and rights thereon; and,

WHEREAS, it is necessary for this Board to immediately take possession of and enter upon the property to be appropriated consisting of the lands described in a Verified Petition for Appropriation that does not contain any residences, garages or other structures, in whole or in part, and this Board, under and by virtue of Ohio Revised Code Section 163.06 is authorized to take immediate possession of and enter upon the property to be appropriated upon filing: i) a Verified Petition for Appropriation; ii) a Declaration of Intention to Obtain Possession and Immediately Take Possession of and Enter Upon the Property to be appropriated; and, iii) depositing the value of the take as determined by this Board with the Clerk of Courts; and,

WHEREAS, this Board accepts the professional independent appraisal of the property interests necessary for the Project and does hereby determine the value based on said appraisal to be a total sum of \$600.00.

NOW THEREFORE BE IT RESOLVED,

That this Board, by reason of convenience, safety and welfare, does hereby authorize the appropriation, in accordance with Title LV, Section 5555.09 and Title I, Sections 163.01 – 163.22, et seq. of the Ohio Revised Code, to be held in the name of this Board from the property owner the exclusive and Perpetual Highway Easement and the Temporary Easements.

BE IT FURTHER RESOLVED,

- i) That the President or Vice-President of this Board is hereby authorized to execute the Verified Petition for Appropriation, a copy of which is attached hereto, the original of which shall be delivered to and authorization is hereby granted for the Warren County Prosecuting Attorney to file the same with the Clerk of Courts; and,
- ii) That it is the intention of this Board to immediately take possession of and enter upon the property being appropriated, and the Board is hereby authorized to execute a Declaration of Intention evidencing the same, a copy of which is attached hereto, the original of which shall be delivered to and authorization is hereby granted for the Warren County Prosecuting Attorney to file the same with the Clerk of Courts; and,
- iii) That a voucher for the sum of \$600.00 is hereby approved for the purposes stated herein and shall be processed to the County Auditor for issuing a warrant for the same to be delivered to the Warren County Prosecutor who is hereby authorized to deposit such funds with the Clerk of Courts; and,
- iv) That a certified copy of this Resolution be transmitted to the Warren County Prosecuting Attorney and that he and his assistants are hereby requested to proceed as is necessary to acquire the interests and rights to be appropriated, including without limitation, commencement of an

action against all necessary parties to appropriate the interests needed in the said property by filing the Verified Petition for Appropriation along with the Declaration of Intent to Obtain Immediate Possession of and Enter Upon the part of the property owned by HRC Investments, Inc. as described in the Perpetual Highway Easement and Temporary Easements, take immediate possession of and enter upon the property being appropriated pursuant to Section 163.06 et seq. of the Ohio Revised Code: and,

v) Be it further known, that all action taken and this resolution is an administrative act by the Board; and,

vi) Be it further known, that the findings made by the Board in the above WHEREAS clauses are hereby adopted as a part of these resolving clauses; and,


vii) Be it further known, that all action taken and this Resolution occurred in an open meeting of this Board in compliance with the Ohio Public Meeting Act, Section 121.22, et seq. of the Ohio Revised Code.

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

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


Resolution adopted this 18th day of February 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

The undersigned, being duly appointed Clerk of the Board of County Commissioners of Warren County, Ohio, does hereby certify that the foregoing is a true and accurate copy of the original Resolution adopted by the Board on the 18th day of February 2020.



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

cc: Engineer Office (Chuck Petty)
Prosecutor Office (Bruce McGary)

Resolution

Number 20-0292

Adopted Date February 18, 2020

APPROPRIATING A TEMPORARY EASEMENT UPON LANDS OWNED BY JAMES W. PRICE, 9043 BUNNELL HILL ROAD, CLEARCREEK TOWNSHIP, WARREN COUNTY, OHIO, NECESSARY FOR THE LYTLE-FIVE POINTS/BUNNELL HILL ROAD INTERSECTION ROUNDABOUT PROJECT, AND FURTHER AUTHORIZING THE EXECUTION AND FILING OF CERTAIN PLEADINGS, AND APPROVING THE VOUCHER FOR FUNDS TO BE DEPOSITED WITH THE CLERK OF COURTS RELATING THERETO

WHEREAS, this Board unanimously adopted Resolution # 19-0039, on January 15, 2019, declaring the necessity for public use certain improvements to Lytle Five Points and Bunnell Hill Road Intersection in Clearcreek Township, Warren County, Ohio, roadways open to the public without charge, known as the Lytle Five Points Road/Bunnell Hill Road Intersection Roundabout (the "Project"); and,

WHEREAS, as part of the Project, the County Engineer determined based on surveys, plans, profiles and/or cross sections that a temporary easement across lands now owned by James W. Price must be obtained for the Project; and,

WHEREAS, this Board acting through the County Engineer and his consultants have attempted to acquire a Temporary Easement across 0.070 (3,065 sq. ft.) of a 0.894 acre parcel for the purpose of performing the work necessary to construct a roundabout by negotiating in person and sending by certified mail, return receipt requested, to the property owner dated August 6, 2019, a written notice of intent to acquire and a good faith offer which included without limitation: a Survey drawing of the Temporary Easement area; a set of construction plans for the road improvements in compliance with Section 163.05 of the Ohio Revised Code; and, a value analysis prepared by a professional independent appraisal upon which the good faith offer was based, in compliance with Sections 163.04 and 163.041 of the Ohio Revised Code; and,

WHEREAS, the statutorily mandated written notice of intent to acquire and good faith offer letter was delivered in person on August 20, 2019 to the property owner, and, this Board and its representatives and consultants have been unable to agree on the requested conveyance or the terms of conveyance of the said interests and rights sought; and,

WHEREAS, on or after August 20, 2019, this Board has not become aware of any conditions indigenous to the property that could not reasonably have been discovered at the time the initial notice of intent to acquire and good faith offer was made, nor has the property owner provided this Board with his own independent appraisal; and,

WHEREAS, this Board, under and by virtue of Title LV, Section 5555.09 and Title I, Sections 163.01 – 163.22, et seq. of the Ohio Revised Code, may appropriate rights-of-way, and real property or easement interests and rights thereon; and,

WHEREAS, it is necessary for this Board to immediately take possession of and enter upon the property for the purposes to be appropriated consisting of the temporary rights in the lands described in a Verified Petition for Appropriation that does not contain any residences, garages or other structures, in whole or in part, and this Board, under and by virtue of Ohio Revised Code Section 163.06 is authorized to take immediate possession of and enter upon the property for the purpose to be appropriated upon filing: i) a Verified Petition for Appropriation; ii) a Declaration of Intention to Obtain Possession and Immediately Take Possession of and Enter Upon the Property to be appropriated; and, iii) depositing the value of the take as determined by this Board with the Clerk of Courts; and,

WHEREAS, this Board accepts the professional independent appraisal of the property interests necessary for the Project and does hereby determine the value based on said appraisal to be \$1,018.00 for the Temporary Easement.

NOW THEREFORE BE IT RESOLVED,

That this Board, by reason of convenience, safety and welfare, does hereby authorize the appropriation, in accordance with Title LV, Section 5555.09 and Title I, Sections 163.01 – 163.22, et seq. of the Ohio Revised Code, to be held in the name of this Board from the property owner the Temporary Easement.

BE IT FURTHER RESOLVED,

- i) That the President or Vice-President of this Board is hereby authorized to execute the Verified Petition for Appropriation, a copy of which is attached hereto, the original of which shall be delivered to and authorization is hereby granted for the Warren County Prosecuting Attorney to file the same with the Clerk of Courts; and,
- ii) That it is the intention of this Board to immediately take possession of and enter upon the property for the purpose being appropriated, and the Board is hereby authorized to execute a Declaration of Intention evidencing the same, a copy of which is attached hereto, the original of which shall be delivered to and authorization is hereby granted for the Warren County Prosecuting Attorney to file the same with the Clerk of Courts; and,
- iii) That a voucher for the sum of \$1,018.00 is hereby approved for the purposes stated herein and shall be processed to the County Auditor for issuing a warrant for the same to be delivered to the Warren County Prosecutor who is hereby authorized to deposit such funds with the Clerk of Courts; and,
- iv) That a certified copy of this Resolution be transmitted to the Warren County Prosecuting Attorney and that he and his assistants are hereby requested to proceed as is necessary to acquire the interests and rights to be appropriated, including without limitation, commencement of an action against all necessary parties to appropriate the interests needed in the said property by filing the Verified Petition for Appropriation along with the Declaration of Intent to Obtain Immediate Possession of and Enter Upon the part of the property owned by James W. Price as

described in the Perpetual Highway Easement and Temporary Easement, take immediate possession of and enter upon the property being appropriated pursuant to Section 163.06 et seq. of the Ohio Revised Code; and,

v) Be it further known, that all action taken and this resolution is an administrative act by the Board; and,

vi) Be it further known, that the findings made by the Board in the above WHEREAS clauses are hereby adopted as a part of these resolving clauses; and,


vii) Be it further known, that all action taken and this Resolution occurred in an open meeting of this Board in compliance with the Ohio Public Meeting Act, Section 121. 22, et seq. of the Ohio Revised Code.

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

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


Resolution adopted this 18th day of February 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

The undersigned, being duly appointed Clerk of the Board of County Commissioners of Warren County, Ohio, does hereby certify that the foregoing is a true and accurate copy of the original Resolution adopted by the Board on the 18th day of February 2020.



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

cc: Engineer Office (Chuck Petty)
Prosecutor Office (Bruce McGary)

Resolution

Number 20-0293

Adopted Date February 18, 2020

APPROPRIATING A PERPETUAL HIGHWAY AND A TEMPORARY EASEMENT UPON LANDS OWNED BY MARILYN J. HARKLEROAD, 9025 BUNNELL HILL ROAD, CLEARCREEK TOWNSHIP, WARREN COUNTY, OHIO, NECESSARY FOR THE LYTLE-FIVE POINTS/BUNNELL HILL ROAD INTERSECTION ROUNDABOUT PROJECT, AND FURTHER AUTHORIZING THE EXECUTION AND FILING OF CERTAIN PLEADINGS, AND APPROVING THE VOUCHER FOR FUNDS TO BE DEPOSITED WITH THE CLERK OF COURTS RELATING THERETO

WHEREAS, this Board unanimously adopted Resolution # 19-0039, on January 15, 2019, declaring the necessity for public use certain improvements to Lytle Five Points Road and Bunnell Hill Road Intersection in Clearcreek Township, Warren County, Ohio, roadways open to the public without charge, known as the Lytle Five Points/Bunnell Hill Road Intersection Roundabout (the "Project"); and,

WHEREAS, as part of the Project, the County Engineer determined based on surveys, plans, profiles and/or cross sections that certain interests and rights in lands now owned by Marilyn J. Harkleroad must be obtained for the Project; and,

WHEREAS, this Board acting through the County Engineer and his consultants have attempted to acquire a Perpetual Highway Easement across 0.046 (2,010 sq. ft.) of an 0.50 acre parcel, and a Temporary Easement across 0.035 (1,530 sq. ft.) of the 0.50 acre parcel for the purpose of performing the work necessary to construct a roundabout by negotiating in person and sending by certified mail, return receipt requested, to the property owner dated August 6, 2019, a written notice of intent to acquire and a good faith offer which included without limitation: a Survey drawing of the Perpetual Highway Easement and the Temporary Easement areas; a set of construction plans for the road improvements in compliance with Section 163.05 of the Ohio Revised Code; and, a value analysis prepared by a professional independent appraisal upon which the good faith offer was based, in compliance with Sections 163.04 and 163.041 of the Ohio Revised Code; and,

WHEREAS, the statutorily mandated written notice of intent to acquire and good faith offer letter was delivered by certified mail on August 8, 2019 to the property owner, and this Board and its representatives and consultants have been unable to agree on the requested conveyance or the terms of conveyance of the said interests and rights sought; and,

WHEREAS, on or after August 8, 2019, this Board has not become aware of any conditions indigenous to the property that could not reasonably have been discovered at the time the initial notice of intent to acquire and good faith offer was made, nor has the property owner provided this Board with his own independent appraisal; and,

WHEREAS, this Board, under and by virtue of Title LV, Section 5555.09 and Title I, Sections 163.01 – 163.22, et seq. of the Ohio Revised Code, may appropriate rights-of-way, and

real property or easement interests and rights thereon; and,

WHEREAS, it is necessary for this Board to immediately take possession of and enter upon the property to be appropriated consisting of the lands described in a Verified Petition for Appropriation that does not contain any residences, garages or other structures, in whole or in part, and this Board, under and by virtue of Ohio Revised Code Section 163.06 is authorized to take immediate possession of and enter upon the property to be appropriated upon filing: i) a Verified Petition for Appropriation; ii) a Declaration of Intention to Obtain Possession and Immediately Take Possession of and Enter Upon the Property to be appropriated; and, iii) depositing the value of the take as determined by this Board with the Clerk of Courts; and,

WHEREAS, this Board accepts the professional independent appraisal of the property interests necessary for the Project and does hereby determine the value based on said appraisal to be \$5,570 for the Perpetual Easement and \$800.00 for the Temporary Easement, for a total sum of \$6,296.00.

NOW THEREFORE BE IT RESOLVED,

That this Board, by reason of convenience, safety and welfare, does hereby authorize the appropriation, in accordance with Title LV, Section 5555.09 and Title I, Sections 163.01 – 163.22, et seq. of the Ohio Revised Code, to be held in the name of this Board from the property owner the exclusive and Perpetual Highway Easement and the Temporary Easement.

BE IT FURTHER RESOLVED,

i) That the President or Vice-President of this Board is hereby authorized to execute the Verified Petition for Appropriation, a copy of which is attached hereto, the original of which shall be delivered to and authorization is hereby granted for the Warren County Prosecuting Attorney to file the same with the Clerk of Courts; and,

ii) That it is the intention of this Board to immediately take possession of and enter upon the property being appropriated, and the Board is hereby authorized to execute a Declaration of Intention evidencing the same, a copy of which is attached hereto, the original of which shall be delivered to and authorization is hereby granted for the Warren County Prosecuting Attorney to file the same with the Clerk of Courts; and,

iii) That a voucher for the sum of \$6,296.00 is hereby approved for the purposes stated herein and shall be processed to the County Auditor for issuing a warrant for the same to be delivered to the Warren County Prosecutor who is hereby authorized to deposit such funds with the Clerk of Courts; and,

iv) That a certified copy of this Resolution be transmitted to the Warren County Prosecuting Attorney and that he and his assistants are hereby requested to proceed as is necessary to acquire the interests and rights to be appropriated, including without limitation, commencement of an action against all necessary parties to appropriate the interests needed in the said property by

filing the Verified Petition for Appropriation along with the Declaration of Intent to Obtain Immediate Possession of and Enter Upon the part of the property owned by Marilyn J. Harkleroad as described in the Perpetual Highway and Temporary Easement, take immediate possession of and enter upon the property being appropriated pursuant to Section 163.06 et seq. of the Ohio Revised Code; and,

v) Be it further known, that all action taken and this Resolution is an administrative act by the Board; and,

vi) Be it further known, that the findings made by the Board in the above WHEREAS clauses are hereby adopted as a part of these resolving clauses; and,


vii) Be it further known, that all action taken and this Resolution occurred in an open meeting of this Board in compliance with the Ohio Public Meeting Act, Section 121. 22, et seq. of the Ohio Revised Code.

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

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


Resolution adopted this 18th day of February 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

The undersigned, being duly appointed Clerk of the Board of County Commissioners of Warren County, Ohio, does hereby certify that the foregoing is a true and accurate copy of the original Resolution adopted by the Board on 18th day of February 2020.



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

cc: Engineer Office (Chuck Petty)
Prosecutor Office (Bruce McGary)

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

Resolution

Number 20-0294

Adopted Date February 18, 2020

APPROVE ANNEXATION OF 8.489 ACRE TO THE CITY OF FRANKLIN, BARRY CONWAY, AGENT, PURSUANT TO OHIO REVISED CODE SECTION 709.022 [A.K.A. EXPEDITED TYPE 1 ANNEXATION]

WHEREAS, this Board is in receipt of an annexation petition from Barry Conway, Agent to annex 8.449 acre to the City of Franklin filed on the 30th day of January 2020; and

WHEREAS, said petition for annexation was filed pursuant to and specifically requests that the Board follow ORC §709.022 [a.k.a. Expedited Type 1 Annexation]; and,

WHEREAS, said petition has been determined to contain the following matters required by law:

- Signatures of all of the property owners in the territory proposed to be annexed.
- Accurate legal description of the perimeter of the territory proposed to be annexed.
- Accurate map and plat of the territory
- Name of person or persons to act as the agent for the petitioners.

NOW THEREFORE BE IT RESOLVED, that the prayer of said petition be approved.

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

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

Resolution adopted this 18th day of February 2020.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

/to

cc: Barry Conway, Agent
RZC
Auditor _____
City of Franklin

RPC
Map Room
Annexation file
Franklin Township

Resolution

Number 20-0295

Adopted Date February 18, 2020

APPROVE SITE PLAN REVIEW APPLICATION OF UNION VILLAGE DEVELOPMENT IN UNION VILLAGE PHASE 1A IN TURTLECREEK TOWNSHIP SUBJECT TO CONDITIONS

WHEREAS, this Board met this 18th day of February 2020, to consider the site plan review application of Union Village Development in Union Village Phase 1A in Turtlecreek Township; and

WHEREAS, this Board has considered the recommendation from the Rural Planning Commission, Chief Zoning Official and all those present to present testimony in favor of with no one being present to speak in opposition to said application; and

NOW THEREFORE BE IT RESOLVED, to approve the site plan review application of Union Village Development in Union Village Phase 1A in Turtlecreek Township subject to the following conditions:

1. Compliance with the standards of Union Village PUD Stage 1, Union Village PUD Stage 2, Union Village PUD Stage 3, the Warren County Rural Zoning Code, and the approved Preliminary Plan.
2. The installation and provision of the sanitary sewer system shall be to the satisfaction of Butler County.
3. The landscaping implemented complies with the landscaping plan submitted and approved at PUD Stage 3, a detailed plan be submitted before zoning permits are issued.

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

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

Resolution adopted this 18th day of January 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: RZC (file)
Administrative hearing file
Applicant
Turtlecreek Township

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

Resolution

Number 20-0296

Adopted Date February 18, 2020

APPROVE TEXT AMENDMENTS TO THE WARREN COUNTY RURAL ZONING CODE
INITIATED BY THE WARREN COUNTY RURAL ZONING COMMISSION

BE IT RESOLVED, this Board met this 18th day of February 2020, for the public hearing to consider text amendments initiated by the Warren County Rural Zoning Commission to the Warren County Rural Zoning Code (Case #2019-05); and

WHEREAS, this Board has considered the recommendation of the Warren County Regional Planning Commission, Warren County Rural Zoning Commission and all those present to speak in favor of with no one present to speak in opposition to said amendments; and

NOW THEREFORE BE IT RESOLVED, to approve text amendments to the Warren County Rural Zoning Code; said amendments attached hereto and made a part hereof.

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

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

Resolution adopted this 18th day of January 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: RZC (file)
RPC
Text Amendment file
Bruce McGary
Township Trustees

Zoning Code Amendments

- **Section 1.204 Board of Zoning Appeals (BZA)**
- **Section 1.205.1 Duties & Responsibilities**
- **Section 1.308.3 Non-Conforming, Legal/Grandfathered Lots of Record**
- **Section 1.308.4 Non-Conforming, Legal/Grandfathered Structure of Record**
- **Section 2.302.3 Conservation Design Option (CDO) (F)(2)**
- **Section 2.401 MINERAL EXTRACTION ZONE (ME)**
- **Section 2.402 SOLID WASTE DISPOSAL ZONE REGULATIONS (SD)**
- **Section 2.403 SOLID WASTE TRANSITION ZONE (ST)**
- **Section 2.404 SALVAGE YARD ZONE (SY)**
- **Section 2.406 PUBLIC INSTITUTIONAL ZONE (PI)**
- **Section 2.408 PUBLIC RECREATION ZONING DISTRICT (PR)**
- **Section 2.509 PUD Development Standards**
- **Section 3.202.7 Winery (Non-Exempt Agriculture)**
- **Section 3.203.5 Secondary Dwelling Units (B) Standards**
- **Section 3.204.2 Construction-Related Activities (4) Deposit**
- **Section 3.612.C Arch Signs**
- **Section 4.103 Definitions**

SEC 1.204 BOARD OF ZONING APPEALS (BZA)

1.204.1 Duties & Responsibilities: The BZA is responsible for the following duties per ORC Chapter 303, or as amended, and the BZA "Rules for Organization and Operation":

- (A) Hear and decide appeals where it is alleged there is error in any order, requirement, decision, or determination made by the Zoning Inspector in the enforcement of ORC Sections 303.01 to 303.25, or as amended, or any resolution adopted pursuant thereto.
- (B) Make a determination in the event the Zoning Inspector is unable to classify a use not listed in the Code per Sec. 1.205.1 (F)
- (C) Approve or deny requests for variance from any dimensional requirement of the Zoning Code.
- (D) Approve or deny issuance of a zoning permit for a conditional use specified in this Code, in accordance with ORC Sections 303.14 or 303.141, as applicable.
- (E) Revoke an **authorized** variance or conditional use **granted for the extraction of minerals**, if any approval condition thereof **is** violated.
- (F) Approve or deny zoning permit requests for completion, restoration, reconstruction, in whole or in part, extension, or substitution of a nonconforming use or structure.
- (G) Determine if the event arises, the certain location of a zoning district boundary that is in question or dispute for purposes of regulation in accordance with this Code.

1.205.1 Duties & Responsibilities: The Zoning Inspector is responsible for the following duties:

- (G) **May** perform periodic inspections of zoning permit sites to confirm that requirements are being met.

1.308.3 Non-Conforming, Legal/Grandfathered Lots of Record: All lots of record or subdivisions with preliminary plat approval by the RPC prior to the effective date of this Code (which approval has not lapsed by reason of inactivity as provided in the Warren County Subdivision Regulations) shall not be considered non-conforming.

- (A) **Residential Lots:** Setback requirements when applied to non-conforming lots shall not reduce the lot dimensions by greater than twenty percent (20%) of the lot width.

- (B) **Non-Residential Lots:** Lots that do not meet the minimum area, width and/or frontage required by the non-residential zone in which located are non-conforming.
- (C) In any zoning district, an allowable structure may be permitted on a single lot of record provided that the lot has sufficient frontage on a public street to provide access that is appropriate for the proposed use. ~~Lots with existing residential structures.~~ Existing residential structures on nonconforming lots, prior to the effective date of this code, are exempt from this provision and may be replaced or expanded.
- (D) Where a property owner has several abutting lots that do not conform to the dimensional requirements, they shall be combined to create fully conforming lots or, if full conformity is not possible, they shall be combined to the extent that the recombination increases the degree of conformity. Recombination of lots is not required, if:
 - (1) Two or more of the lots are developed with principal buildings, and the recombination of lots would create non-conforming structures;
 - (2) The combination of lots would materially disrupt the character of the area; or,
 - (3) For lots that may individually support sanitary service.
- (E) Any nonconforming site may be enlarged or altered. However, no such enlargement or alteration shall either create an additional nonconformity or increase the degree of the existing nonconformity of all or any part of such site, unless otherwise specified in this code.

1.308.4 Non-Conforming, Legal/Grandfathered Structure of Record: A building or other structure of record, which predated the adoption or amendment of this Zoning Resolution and is not permitted, by reason of restrictions on type, area, bulk, height, setbacks or other similar requirements. These structures may remain provided they remain lawful in accordance with the following:

- (A) ~~Shall not be enlarged or altered in any way which increases non-conformity, but may be altered to decrease non-conformity;~~ Any nonconforming structure may be enlarged, maintained, repaired, or altered provided, however, no such enlargement, maintenance, repair or alteration shall not create an additional nonconformity or increase the degree of the existing nonconformity of all or any part of such structure or site, unless otherwise specified in this code.
- (B) Shall not be moved, in whole or in part, unless for purpose of coming into complete compliance with the zoning requirements;
- (C) If the structure becomes damaged or destroyed beyond fifty percent (50%) of the

replacement cost, reconstruction shall comply with the current zoning requirements.

- (D) Completion of construction and subsequent routine maintenance and repair is permitted.
- (E) The principal use of a nonconforming building may be changed to any principal permitted use in the applicable zoning district as long as the new use complies with all regulations of this code specified for such use, except the regulations to which the building did not conform prior to the change in use.

SEC 2.302.3 Conservation Design Option (CDO):

(F) Open Space on platted Lots:

- (2) All eligible lots shall conserve the resource area in question, restricting the use of that land to **passive** open space uses and prohibiting fencing and the clearing, cutting, or disturbing of vegetation **with the exception of invasive, dead, or diseased vegetation.**

SEC 2.401 MINERAL EXTRACTION ZONE (ME):

2.401.3 Permitted Uses (Permitted by Site Plan Review with BOCC): The following uses are permitted in the ME Zone subject to site plan approval per Section 1.303 and meeting the applicable requirements specified by this Chapter. Any other use not listed below shall not be permitted.

- (A) Surface mining for extraction of sand, gravel, rock, stone, or other solid mineral resource other than coal, as defined in ORC Section 1514.01.
- (B) Processing, inclusive of crushing, cutting, washing and sorting, of minerals extracted on the same site as permitted per (A) of this Section.
- (C) Manufacturing and sale of finished aggregate products made from the minerals extracted and processed on the same site as permitted per (A) of this Section, including production of asphalt or Portland cement-based concrete sold and trucked off-site in uncured form for building and paving purposes.

SEC 2.402 SOLID WASTE DISPOSAL ZONE REGULATIONS (SD):

2.402.3 Permitted Uses (Permitted by Site Plan Review with BOCC): The following are uses, defined in this Code the same as or consistent with, applicable sections

in the ORC and OAC, which are permitted in the SD Zone subject to site plan approval per Section 1.303 and meeting the applicable requirements specified by this Chapter. Any other use not listed below shall not be permitted.

- (A) Solid Waste Disposal Facility.
- (B) Construction and Demolition Debris Disposal Facility.
- (C) Central Processing Facility for solid waste transfer, material resource recovery and/or recycling.

SEC 2.403 SOLID WASTE TRANSITION ZONE (ST):

2.403.3 Permitted Uses (Permitted by Site Plan Review with BOCC): The following are uses, defined in this Code the same as, or consistent with, applicable sections in the ORC and OAC, which are permitted in the ST Zone subject to site plan approval per Section 1.303 and meeting the applicable requirements specified by this Chapter. Any other use not listed below shall not be permitted.

- (A) Construction and Demolition Debris Disposal Facility Central Processing Facility for solid waste transfer, material resource recovery, and/or recycling.
- (B) Class I, Class II, Class III, and Class IV Composting Facilities.
- (C) Agriculture support and services directly related to agriculture uses, including, but not limited to agricultural processing, agricultural education, direct market business for sale of products produced on-site, farm based tourism, and pick-your-own (PYO) farms and operations.
- (D) Nursery, Landscape Production.
- (E) Wildlife Area.
- (F) Veterinary Animal Hospital and Clinics.
- (G) Kennels (non-exempt).
- (H) Stables, Equestrian Facilities, Pet Farms, and Aviaries.
- (I) Agricultural Research Facilities.
- (J) Farm Machinery Sales, Rental, Service, and Repair.
- (K) Day Camp, Boarding Camp, Campground, Conference Training Center, Rural Resort and Retreat.

- (L) Commercial recreation area and facilities including but not limited to golf courses, driving ranges, boat docks, fishing lakes, sale of bait, rental or leasing of recreational equipment.
- (M) Office/Warehouse (with a minimum of sixty percent (60%) of the gross floor area devoted to office use, no walk-in retail services, and no outdoor storage), Warehouse, Office, and Self-Storage Buildings.
- (N) Rural Outdoor Recreational Establishment and Outdoor Amphitheater.
- (O) Methane recovery facility associated with soil removal for capping of a closed sanitary landfill.

SEC 2.404 SALVAGE YARD ZONE (SY)

2.404.3 Permitted Uses (Permitted by Site Plan Review with BOCC): The following uses, defined in this Code the same as or consistent with applicable sections in the ORC, are permitted in the SY Zone subject to site plan approval per Section 1.303 and meeting the applicable requirements specified by this Chapter.

- (A) Motor Vehicle Salvage Yard Business Facility
- (B) Junk Yard Business Facility
- (C) Scrap Metal Salvage Business Facility
- (D) Storage, dismantling, processing, and sale of materials common to the above noted use facilities, including, but not limited to, discarded appliances, machinery, metals from building construction and demolition, marine vehicles, aircraft, and non-motorized conveyances and apparatuses.

SEC 2.406 PUBLIC INSTITUTIONAL ZONE (PI):

2.406.2 Allowable Uses: Specific types of permitted uses are those which provide a public service or fill a public need.

- (A) **Permitted Uses (Permitted by Site Plan Review with BOCC):**
 - (1) Government buildings or offices such as fire stations, schools and colleges, hospitals, community meeting or recreation halls;
 - (2) Libraries, museums, or similar cultural facilities;
 - (3) Churches;

- (4) Public Utilities, such as electrical, sewer, water, natural gas, stormwater, telecom facilities, and other similar uses;
- (5) Residential uses as an incidental use to the permitted use, such as caretaker's quarters, or as an accessory use to institutional facilities such as housing for students, staff, or faculty of colleges, and hospitals; and
- (6) Similar use as determined by the Zoning Inspector. The criteria for such finding of similarity shall include, but not be limited to, the following: the proposed use is appropriate in this area; the development standards for permitted uses can be met by the proposed use; and the public need is served by the proposed use.

SEC 2.408 PUBLIC RECREATION ZONING DISTRICT (PR):

2.408.2 Permitted Uses (Permitted by Site Plan Review with BOCC): The following uses are permitted within the PR zoning district:

(A) Recreational Uses, Low Impact:

- (1) Bicycle, Walking, and Horse Trails
- (2) Gardens and Arboreta
- (3) Golf Courses
- (4) Marinas
- (5) Public Wildlife Management and Conservation Areas
- (6) Other low impact uses similar to the above listed.
- (7) Uses consistent with a master plan for a particular park

(B) Associated Uses

- (1) Administrative Office
- (2) Campsites or Campground
- (3) Caretaker Residence
- (4) Civic, Community and Cultural Services

SEC 2.509 PUD OVERLAY DEVELOPMENT STANDARDS: The density, total floor area, and land coverage by buildings, within a PUD Overlay, shall not exceed the maximums allowed in the underlying zoning district by an amount greater than twenty percent (20%) except in accordance with Section 2.509.5(B). PUD

SEC 3.202.7 Winery (Non-Exempt Agriculture): Wineries within the RU and R1A zoning districts shall demonstrate that:

- (A) Location: The use is located along, and has direct access to, an arterial roadway.
- (B) Use: Uses such as, but not limited to, administrative offices, laboratories, employee day care, tours and tasting, retail/wholesale wine sales, ancillary retail sales, public display of art- or wine-related items, picnic areas, recreation areas, and food preparation are clearly related to, and incidental to, the production of wine.
- (C) Production Limits: Annual production shall not exceed 100,000 gallons in bulk and bottles combined.

SEC 3.203.5 Secondary Dwelling Units:

- (B) **Standards:** A secondary dwelling unit shall only be allowed in accordance with the following provisions:
 - (1) The secondary dwelling unit is located entirely within the principal structure, or is a ~~standalone~~ detached accessory structure subject to the following provisions. ~~of Section 3.102.2 (Residential Accessory Buildings) except or that such structure shall be subject to the same district setback requirements as the principal structure.~~ Detached Secondary Dwelling Units shall meet the district setbacks standards for a primary structure. Detached Accessory Dwelling Units shall be located in the rear or side yard of the primary dwelling unless located greater than 150ft from the road right of way. Detached Accessory Dwelling Units located greater than 150ft from the road right of way are permitted within the front yard of the primary dwelling unit.
 - (2) When a secondary dwelling unit is within the principal structure, access points (i.e. all door entrances including garage doors) serving the secondary dwelling unit shall not be located on the front façade of the structure. An exception is made for garage doors which are attached to the principal structure and located adjacent to another garage door serving the primary dwelling unit.
 - (3) When a secondary dwelling unit is a standalone structure or an addition to the principal structure, it must be architecturally similar (excluding exterior building materials) to the principal structure.

- (4) The secondary dwelling unit shares the same address and utility bill as the primary dwelling unit.
- (5) Off-street parking is sufficient to accommodate all occupants of both the primary dwelling unit and secondary dwelling unit.
- (6) The secondary dwelling unit's maximum living space shall be fifty (50) percent of the total living space of the primary dwelling unit, but at no time shall exceed fifteen hundred (1,500) square feet of living space.

SEC 3.204.2 Construction-Related Activities:

- (B) **Residential Construction:** Temporary housing, including but not limited to, a manufactured home or RV may be permitted in all residential districts in accordance with the following requirements:
 - (1) **Timing of Approval:** The temporary housing unit may not be placed on the property prior to the issuance of a building permit for the permanent residence, the approval of the foundation, the approval of a curb cut, and health department permit.
 - (2) **Renovation and Remodeling:** The temporary housing unit may be occupied on site during renovation or remodeling of the principle structure. Upon completion of the renovation or remodeling, if the temporary housing unit is an RV, the RV may remain on the Site but it shall comply with the storage requirements of Section 3.102.3 within 30 days of the date of the last final inspection. In no case shall the primary residential structure and the temporary housing unit be occupied at the same time. A manufactured home may not be stored on the site upon completion of the renovation or remodeling.
 - (3) **Occupancy Limitations:** The temporary housing unit may be occupied for a period of six (6) months and an additional six (6) month period may be approved by the Warren County Zoning Department if construction progress has occurred. In no case shall the unit be occupied for more than one (1) calendar year.
 - ~~(4) **Deposit:** A refundable deposit in accordance with the provisions of Section 1.310 (Fees) shall be made with the Zoning Inspector. If necessary, the deposit may be used by the County to defray the cost of removing the unit.~~

SEC 3.612 SIGNS PERMITTED IN ALL DISTRICTS:

- (A) **Gateway Signs:** Architectural features with letters, characters, or graphics may be erected at each entry point, subject to the following:
- (1) One (1) sign is permitted on each side of the entrance.
 - (2) Gateway signs shall maintain clear zones for pedestrians and motorists and comply with the following:
 - (a) Maintain a setback often (10) feet from public street right-of-way line(s) as determined on the Warren County Thoroughfare Plan;
 - (b) Ten (10) feet from the edge of driveway; and,
 - (c) Five (5) feet from any sidewalk or paved path.
 - (3) A maximum height of ten (10) feet from average grade.
 - (4) A maximum sign face of twenty-four (24) square feet in residential zones, all other zones subject to Table 3.613-2 Ground Sign Requirements.
 - (5) Proof of an established mechanism to ensure the ongoing maintenance of the entire entrance structure and associated landscaping shall be submitted to the Zoning Inspector as part of the sign permit application.
- (B) **Changeable Copy Sign:** The use of changeable copy signs shall be permitted subject to the following:
- (1) One changeable copy sign shall be permitted per property.
 - (2) Changeable copy signs shall be considered ground signs when determining the number of permitted signs allowed in accordance with the requirements of Table 3.613-1(Sign Quantities). Any portion of the permitted sign may be used as changeable copy.
 - (3) The total area of a changeable copy sign shall not exceed twenty (20) square feet.
 - (4) Changing of the copy does not require a permit.



Figure 3.612-1: A sign for an institutional use on a brick base with foundation plantings.

- (C) **Arch Signs:** An arch sign with logos or name plate shall be subject to the following

standards:

- (1) Maximum height for signage, including any structural elements: 25 ft. A height in excess of 25 ft. may be approved subject to site plan review.
- (2) Minimum clearance: 14 ft., 4 in.
- ~~(3) Maximum width: The maximum width of the signage and any structural elements shall equal the width of the paved driveway or roadway that passes under the sign, plus 5 ft (2.5 ft. on both sides).~~
- (3) A sign shall be set back a minimum of 2.5 ft. from the driveway pavement or lot line. (2.5 ft. on both sides)
- (4) Maximum area of sign face: 2 ft. multiplied by the width of the span of the arch.
- (5) Maximum number of sign faces: 2
- (6) Maximum number of poles (structural supports): 2; one on either side of the driveway/roadway.
- (7) Minimum setback from right-of-way: 10ft.
- (8) Permitted materials: see Sec. 3.606 (A)
- (9) Prohibited materials: See Sec. 3.606 (1)

SEC 4.103 DEFINITIONS:

Nuisance: A condition, activity, or situation (such as a **loud noise**, foul odor, or intrusive lighting) that interferes with the use or enjoyment of property, especially, a non-transitory condition or persistent activity that either injures the physical condition of adjacent land or interferes with its use or with the enjoyment of easements on the land or of public highways.