

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 20-0377

Adopted Date March 10, 2020

DESIGNATE FAMILY AND MEDICAL LEAVE OF ABSENCE TO MELISSA ABRAMS,
WITHIN THE EMERGENCY SERVICES DEPARTMENT

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


NOW THEREFORE BE IT RESOLVED, to designate Family and Medical Leave of Absence for Melissa Abrams for illness not to exceed twelve (12) weeks; pending further documentation from 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 – yea
Mr. Grossmann – yea
Mrs. Jones – yea

Resolution adopted this 10th day of March 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Emergency Services (file)
Melissa Abrams' FMLA file
OMB – Sue Spencer

Resolution

Number 20-0378

Adopted Date March 10, 2020

ACCEPT RESIGNATION OF KEVIN HOGG, INVESTIGATIVE CASEWORKER II,
WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES,
CHILDREN SERVICES DIVISION, EFFECTIVE MARCH 27, 2020

BE IT RESOLVED, to accept the resignation, of Kevin Hogg, Investigative Caseworker II, within
the Warren County Department of Job and Family Services, Children Services Division, effective
March 27, 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 – yea
Mr. Grossmann – yea
Mrs. Jones – yea

Resolution adopted this 10th day of March 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

Resolution

Number 20-0379

Adopted Date March 10, 2020

APPROVE LATERAL TRANSFER OF AUTUMN COOK FROM THE POSITION OF PROTECTIVE SERVICES CASEWORKER II TO INVESTIGATIVE CASEWORKER II, 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. Cook to said position; and

NOW THEREFORE BE IT RESOLVED, to approve the lateral transfer of Autumn Cook from the position of Protective Services Caseworker II to Investigative Caseworker II within the Warren County Department of Job and Family Services, Children Services Division effective March 16, 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 – yea
Mr. Grossmann – yea
Mrs. Jones – yea

Resolution adopted this 10th day of March 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Children Services (file)
A. Cook's Personnel file
OMB – Sue Spencer

Resolution

Number 20-0380

Adopted Date March 10, 2020

PROMOTE AMBER PLEASANT TO THE POSITION OF PROTECTIVE SERVICES SUPERVISOR, WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION

WHEREAS, it is the desire of the board to promote Amber Pleasant to the position of Protective Services Supervisor; and

NOW THEREFORE BE IT RESOLVED, to promote Amber Pleasant to Protective Services Supervisor 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 # A, \$2,016.21 bi-weekly effective pay period beginning March 28, 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 – yea
Mr. Grossmann – yea
Mrs. Jones – yea

Resolution adopted this 10th day of March 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Children Services (file)
A. Pleasant's Personnel File
OMB – Sue Spencer

Resolution

Number 20-0381

Adopted Date March 10, 2020

APPROVE THE PROMOTION OF GARY GRISMER TO THE POSITION OF WASTEWATER TREATMENT PLANT OPERATOR I WITHIN THE WARREN COUNTY WATER AND SEWER DEPARTMENT

WHEREAS, Mr. Grismer has obtained his Class I Wastewater Treatment license; and

NOW THEREFORE BE IT RESOLVED, to approve the promotion of Gary Grismer to the position of Water Treatment Plant Operator I of Warren County Water and Sewer Department, classified, full-time permanent, non-exempt status, Pay Range 15, at \$18.73 per hour, effective pay period beginning March 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 – yea
Mr. Grossmann – yea
Mrs. Jones – yea

Resolution adopted this 10th day of March 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Water/Sewer (file)
G. Grismer's Personnel file
OMB-Sue Spencer

Resolution

Number 20-0382

Adopted Date March 10, 2020

AUTHORIZE COUNTY ADMINISTRATOR TO SIGN UNION SETTLEMENT AGREEMENT ON BEHALF OF THE WARREN COUNTY BOARD OF COMMISSIONERS AND THE WARREN COUNTY DISPATCH ASSOCIATION

BE IT RESOLVED, to authorize County Administrator to sign a union settlement agreement on behalf of the Warren County Board of Commissioners and Warren County Dispatch Association relative to trade days and forcing overtime, adding Section 18.8 (C) to the CBA; 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 – yea
Mr. Grossmann – yea
Mrs. Jones – yea

Resolution adopted this 10th day of March 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: C/A – Warren County Dispatch Association
Emergency Services file
T. Zindel

SETTLEMENT AGREEMENT

This Agreement is entered into this 3rd day of MARCH, 2020, by and between the Warren County Commissioners ("Employer") and the Warren County Dispatch Association ("WCDA"). These parties will be collectively referred to as the "Parties."

WHEREAS, the Employer and the WCDA have executed a collective bargaining agreement effective from January 1, 2018 to December 31, 2020 ("CBA"); and

WHEREAS, the WCDA filed a grievance on or about June 22, 2019 on behalf of Andrew Farlaino alleging, *inter alia*, that the Employer violated Article 18 of the CBA by forcing Mr. Farlaino to work mandatory overtime when he was scheduled to be off work on a shift-trade; and

WHEREAS, the Employer and the WCDA desire to resolve the grievance and avoid future disputes over the distribution of mandatory overtime pursuant to the CBA;

NOW THEREFORE BE IT RESOLVED THAT, the Parties agree, as follows:

- 1. The Parties agree to add the following language as an additional sub-section to Section 18.8 of the CBA:

Section 18.8 (C) An Employee who requests a shift trade will not be mandated or otherwise required to work during the hours they are or plan to be off work due to the shift trade. The other employee involved in the trade will only be forced to work mandated overtime when all other available employees have been contacted by the current means used by the department. Further, if the other employee involved in the trade produces documentation to the Employer prior to working the traded shift which shows they have a commitment, the employee cannot be forced to work mandated overtime, absent emergency circumstances.

- 2. The WCDA agrees to dismiss the grievance.
- 3. Through this Agreement, the Employer does not admit to any violation of law or the collective bargaining agreement. The Employer enters this Agreement solely in the interest of resolving the grievance.
- 4. Upon this Agreement's execution, it shall become part of the CBA. Unless modified through the process of collective bargaining, the terms of this Agreement shall be added to the collective bargaining agreement at the Parties' next negotiation. Alleged violations of this Agreement shall be subject to the grievance and arbitration procedures set forth in the collective bargaining agreement.
- 5. The Parties agree to evenly split the costs of the Arbitrator's cancelation fee and any other associated fees.

For the Employer:

For the WCDA:

Gregory Zindel 3-10-2020
date

Wayne E. Stout 3/3/2020
date

Resolution

Number 20-0383

Adopted Date March 10, 2020

AUTHORIZING COUNTY PROSECUTOR TO FILE JOINT APPLICATION WITH THE COURT OF COMMON PLEAS FOR APPOINTMENT OF SPECIAL LEGAL COUNSEL RELATIVE TO PENDING LITIGATION REFERRED TO AS THE OPIOID LITIGATION, AND AUTHORIZING PRESIDENT OF THE BOARD TO EXECUTE SAID APPLICATION

WHEREAS, pursuant to Ohio Rev. Code § 305.14(A), upon the joint application of the prosecuting attorney and the board of county commissioners to the court of common pleas, the court of common pleas may authorize the board to employ special legal counsel to assist the prosecuting attorney, the board, or any other county officer in any matter of public business coming before such board or officer, and in the prosecution or defense of any action or proceeding in which such board or officer is a party or has an interest, in its official capacity; and

WHEREAS, the law firm Plevin & Gallucci has special expertise in the prosecution of opioid litigation; and

NOW THEREFORE, BE IT RESOLVED, that the Board hereby authorizes the County Prosecutor to file a joint application with the Court of Common Pleas for the appointment of special legal counsel to represent the interest of the Warren County Board of Commissioners in said litigation; and

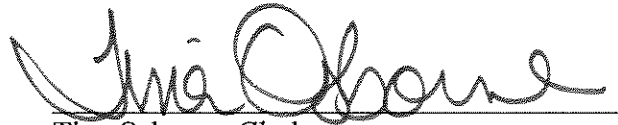
BE IT FURTHER RESOLVED that the Board President is hereby authorized to execute the application for appointment of special legal counsel, a copy of which is attached hereto and made a part hereof.

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

Resolution adopted this 10th day of March 2020.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Commissioners' file
Prosecutor – Bruce McGary
Litigation file

**STATE OF OHIO, WARREN COUNTY
COURT OF COMMON PLEAS, GENERAL DIVISION**

IN RE: OHIO OPIOID LITIGATION

CASE NO.

**APPLICATION FOR APPOINTMENT
OF SPECIAL LEGAL COUNSEL
PURSUANT TO R.C. §305.14**

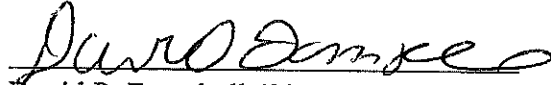
Now comes David P. Fornshell, Warren County Prosecuting Attorney and the Warren County Board of County Commissioners (hereinafter jointly referred to as "Applicant"), pursuant to R.C. §305.14 and applies for a court order appointing special legal counsel to represent the interests of the Warren County Board of County Commissioners in the prosecution of a civil action, the opioid litigation, in the prosecution of any legal claim against manufacturers, distributors, and pharmacies of opioids arising out of the manufacturer's and distributor's fraudulent and negligent marketing, distribution, and dispensing of opioids. Applicant further moves the Court to appoint as special legal counsel, the law firm Plevin & Gallucci, LLC, 2323 W. Fifth Avenue, Suite 240, Columbus, OH 43204. As consideration for legal services rendered and to be rendered by the above referenced law firm, said firm agrees to accept twenty-five percent (25%) of all gross amounts recovered whether in the form of compensation or other consideration of value.

MEMORANDUM

Pursuant to R.C. §309.09(A), Applicant serves as statutory legal advisor to the Board of County Commissioners. Under R.C. §305.14(A), upon the application of the Prosecuting Attorney and the Board of County Commissioners, the Court of Common Pleas may authorize the Board to employ legal counsel to assist the Board in the prosecution or defense of any action or proceeding in which such Board or officer is a party or has an interest, in its official capacity.

Applicant's submit that the Warren County Board of County Commissioners has an interest in the prosecution of the opioid litigation referenced above and that the law firm of Plevin & Gallucci, LLC has special expertise in the prosecution of the opioid litigation. Accordingly, Applicant's request this Court to grant an order appointing special legal counsel.

Respectfully Submitted,



David P. Fornshell (0071582)

Prosecuting Attorney

520 Justice Drive

Lebanon, OH 45036

P: (513)695-1325

E: david.fornshell@warrencountyprosecutor.com

Respectfully Submitted,

Warren County Board of County

Commissioners, pursuant to Resolution No.

20-0383 dated March 10, 2020.



President/Vice President

Resolution

Number 20-0384

Adopted Date March 10, 2020

ACKNOWLEDGE EXECUTION BY THE COUNTY ADMINISTRATOR OF CHANGE ORDER NO 6 AND 7 TO THE GUARANTEED MAXIMUM PRICE AGREEMENT WITH THE CONSTRUCTION MANAGER AT RISK GRANGER CONSTRUCTION COMPANY FOR THE NEW JAIL AND SHERIFF'S ADMINISTRATION OFFICE PROJECT ("PROJECT")

WHEREAS, pursuant to Resolution #18-0856, this Board of County Commissioners (the "Board") entered into an agreement with Granger Construction Co., Inc. (the "CMR") for preconstruction services for the Project, with the understanding that a guaranteed maximum price ("GMP") for construction of the Project was anticipated to be added to the agreement by amendment; and

WHEREAS, pursuant to Resolution #19-1094, adopted August 20, 2019, this Board authorized the County Administrator to execute the documents relative to the final Guaranteed Maximum Price; and

WHEREAS, Granger Construction Company has requested the execution of a change order to accommodate changes that occurred do to changes in chase walls to accommodate electric to the mechanical room, door changes to the outside area, health department permit review changes, fire alarm equipment changes, waiving by the City of Lebanon of water and sewer tap fees, dental room changes, external antennae cabling and parking bollards; and

WHEREAS, the accumulative total of change order 6 and 7 is a decrease of \$60,371.01 to the Guaranteed Maximum Price; and

NOW THEREFORE BE IT RESOLVED, to acknowledge the execution of change order 6 and 7 for a net dollar change decrease of \$60,371.01 to the Guaranteed Maximum Price, creating a new Guaranteed Maximum Price of \$49,314,052.80; said change orders with supporting/open book pricing are 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 – yea
Mr. Grossmann – yea
Mrs. Jones – yea

Resolution adopted this 10th day of March 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

Tz/

cc: C/A— Granger Construction Co., Inc
Project file
Facilities Management (file)

Sheriff (file)
Martin Russell/Tiffany Zindel

OWNER CHANGE ORDER



Granger Construction Company
1822- 00 Warren County Jail

CHANGE ORDER DATE:
03/02/2020
CHANGE ORDER #: 6

TO (CONTRACTOR): Granger Construction Company
6267 Aurelius Road
Lansing, MI 48911

DISTRIBUTION: Granger Construction Company
 Wachtel & McAnally Architects/Planners, Inc
 OFFICE
 FIELD
 OTHER

CHANGE ORDER INFORMATION

You are directed to make the following changes to this Contract:

1. Bulletin 3 Changes (Showers)
2. RFI 32 Chase Wall for Electric Install
3. Bulletin 4 Changes (Health Department Comments)
4. Bulletin 5 Changes (Plumbing Equipment in Medical Isolation)
5. Bulletin 10 Changes (Changes to 1st Floor Cell Light Fixtures & Proximity Readers)
6. Fire Alarm Submittal Review Changes
7. Cabling for VVU's, CK's, & IP's
8. RFI 46 - Additional Bollards
9. Tap Fee Credits
10. Dental Add Switch, Conduit, & Wire & Credit for Compressors
11. External Antennae Cabling

PROJECT	ACO	DESCRIPTION	PCO TYPE	PCO	CONTRACT CHANGE
1822- 00	24	Bulletin 3 Changes	PCO	24	(\$3,648.64)
1822- 00	25	Bulletin 4 Changes	PCO	25	\$63,950.66
1822- 00	29	Bulletin 5 / RFI 15 Changes	PCO	29	\$11,365.93
1822- 00	37	Bulletin 10 Changes	PCO	37	\$22,045.34
TOTAL:					(\$ 49,145.20)

Not valid until signed by both the Owner and Architect. Signature of the Contractor indicates the Contractor's agreement herewith, including any adjustment in the Contract Sum or Contract Time.

The original Contract Sum was	\$ 49,341,225.00
The net change by previously authorized Change Orders was	\$ 33,198.81
The Contract Sum prior to this Change Order was	\$ 49,374,423.81
The Contract Sum will be decreased by this Change Order	(\$ 49,145.20)
The new Contract Sum will be	\$ 49,325,278.61
The Contract Time will be unchanged	

AUTHORIZED BY OWNER:

Warren County
406 Justice Drive
Lebanon, OH 45036

By: [Signature]
Date: 3-3-2020

ACCEPTED BY CONTRACTOR

Granger Construction Company
6267 Aurelius Road
Lansing, MI 48911

By: [Signature]
Date: 3/3/2020

ARCHITECT/ENGINEER

Wachtel & McAnally Architects/Planners, Inc
35 South Park Place, Ste 350
Newark, OH 43055

By: [Signature]
Date: 3.3.20



CHANGE ORDER REQUEST

DATE: 01/27/2020

PCO#: 24

Granger Construction Company
1822- 00 - Warren County Jail

To: Tiffany Zindel
Warren County
406 Justice Drive
Lebanon, OH 45036
Phone: 513-695-1241
Fax:
Email: Tiffany.Zindel@co.warren.oh.us
CC:

From: Jason Woehrle
Granger Construction Company
6267 Aurelius Road
Lansing, MI 48911
Phone:
Fax:
Email: jwoehrle@grangerconstruction.com

Below is the detail for our proposal to complete the following changes in contract work:

Default for PCO: Bulletin 3 Changes
Proposed Scope of Work: Bulletin 3 Changes

The prices below are valid until **02/11/2020**.

Funding Source for Change Order:
Granger/Megen GMP: (\$3,648.64)
Owner Contingency: \$3,648.64

PCO Item	Status	Change (in Days)	Contract Line	Notes	Amount
1 : Bulletin 3 Changes Bond	New		0000610-00		(\$20.96)
2 : Bulletin 3 Changes Subcontractor	New		0000620-00		(\$34.93)
Bond Risk					
3 : Bulletin 3 Changes CM Fee	New		0000092-00		(\$88.99)
4 : Bulletin 3 Changes Insurances	New		0000620-02		(\$10.48)
5 : Bulletin 3 Changes Queen City	New		0015400-00		(\$3,493.28)
Mechanical					

Total: (\$3,648.64)

Submitted By:

Approved By:

01/27/2020

Jason Woehrle

Date

Tiffany Zindel
Warren County

Date



Warren County Jail
 QCM 2076-002
 Change Showers on 2nd Floor

11/18/20

Category	Size	Item Description	Qty	UOM	Mat Unit	Mat Ext	Fid Unit	Fid Ext
MISCELLANEOUS	-	Shower (SH-1)	-28	ea	\$ 475.61	(13,317.08)	-	-
MISCELLANEOUS	-	Shower (SH-3)	28	ea	\$ 350.85	9,823.80	-	-
		GRAND TOTAL				\$ (3,493.28)		-
Owned Equipment								
		GRAND TOTAL				\$ -		-

WORLY SUPPLY (CINCINNATI)
 12071 BEST PLACE
 SHARONVILLE, OH 45241
 513-821-2833 Fax 513-821-2907

Quotation

Q JO+ E DA+ E QUO*E NUMBER
 09/16/19 S3694730
 ORDER TO: PAGE NO.
 WORLY SUPPLY (CINCINNATI)

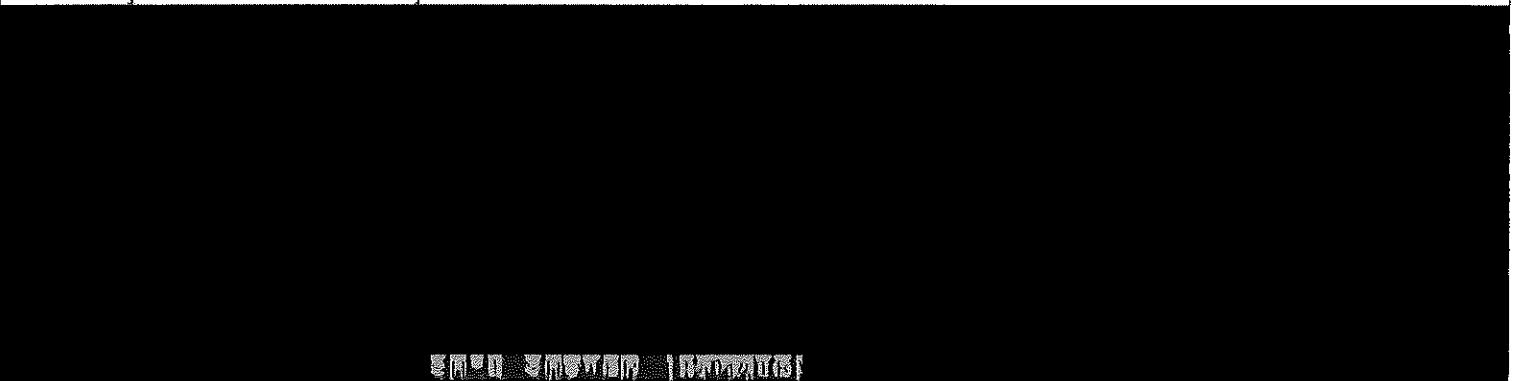
9 of 15

513-8E1-E833 Fax 513-8E1-E907

QUOTE TO:
 QUEEN CITY MECHANICAL, INC
 1950 WAY CROSS DRIVE
 FOREST PARK, OH 45240

SHIP TO:
 QUEEN CITY MECHANICAL, INC
 1950 WAY CROSS DRIVE
 TAG: WARREN CO FIXTURES
 FOREST PARK, OH 45240

CUSTOMER NUMBER	CUSTOMER ORDER NUMBER	RELEASE NUMBER	SALESPERSON
3358	WARREN CO FIXTURES		RANDY ROBERTS
WRITER	SHIP VIA	TERMS	SHIP DATE FREIGHT
ANGIE SCHLAG OT OUR TRUCK		2% 10th Net 25th NSC	09/16/19 No
ORDER QTY	PART NO	DESCRIPTION	UNIT PRICE LET AHOULT



43ea	347916	EPOXY SHOWER BASE SUPPLIED BY OTHERS WILLOUGHBY IND. MISC WRS-BF-FA-2HD-PMU-MA2-PPB -2.5GPM-NPS SECURITY RECESSED WALL SHOWER, ADD, FRONT MOUNTED, DUAL FIXED HEADS SINGLE TEMPERATURE PNEUMATIC PUSHBUTTON METERING VALVE, DUAL MANIFOLD, LEAD FREE, PNEUMATIC PUSH BUTTONS 2.5 GPM SHOWER FLOW RATE NON-ADJUSTABLE PENAL SHOWER HEAD LESS SUPPLY BOX, P-TRAP AND SHOWER BASE	475.61ea
SB-1 SHOWER BOX (WHERE SPECIFIED)			Subtotal ----- 20451.23

*** Continued on Next Page ***

WORLY SUPPLY (CINCINNATI)
 12071 BEST PLACE
 SHARONVILLE, OH 45241
 513-821-2833 Fax 513-821-2907

Quotation

QUOTE DATE: 11/08/19 QUOTE NUMBER: S3694730
 ORDER TO: WORLY SUPPLY (CINCINNATI) PAGE NO. 13 of 13

513-8E1-E833 Fax 513-8E1-E907

QUOTE TO:
 QUEEN CITY MECHANICAL, INC
 1950 WAY CROSS DRIVE
 FOREST PARK, OH 45240

SHIP TO:
 WARREN COUNTY NEW JAIL AND
 SHERIFFS ADMINISTRATION OFFICE
 522 JUSTICE DRIVE
 LEBANON, OH 45036

CUSTOMER NUMBER: 23459 CJS+OYERORDER RYBER: 2076-001 RELEASE NUMBER: SALES PERSON: RANDY ROBERTS
 WRITER: TERMS: FREIGHT:

OT OUR TRUCK 2% 10th Net 25th NSC 11/08/19 No
 ORDER QTY PART NO DESCRIPTION UNIT PRICE

2ea

213544

SH-3 SHOWER
 NON STOCK
 WILLOUGHBY
ASWRS-FA-PMU-PBH-2.5GPM-CSH
 LIGATURE RESISTANT RECESSED WALL
 SHOWER, FRONT ACCESS
 SINGLE TEMPERATURE PNEUMATIC
 PUSHBUTTON METERING VALVE, LEAD
 FREE, LIGATURE RESISTANT PNEUMATIC
 PUSH BUTTON
 2.5GPM SHOWER FLOW RATE
 LIGATURE RESISTANT SHOWERHEAD

350.85ea

Subtotal 701.70

THIS IS A QUOTATION
 Prices are subject to change without notice.
 Sales Tax not Included.

P104B/P303 - Stack C									
PVC SCH 40--DWW	1 1/2"	LOFLEX		4 ea	\$ 6.91	\$	27.64		
PVC SCH 40--DWW	2"	PIPE-SCH 40 PVC DWV		40'	\$ 1.05	\$	42.12		
PVC SCH 40--DWW	2"	P-TRAP--HXH-706x		4 ea	\$ 14.47	\$	57.86		
PVC SCH 40--DWW	3"	P-TRAP--HXH-706x		-4 ea	\$ 49.00	\$	(196.00)		
PVC SCH 40--DWW	2"	1/8 BEND - HXH-321		8 ea	\$ 4.68	\$	37.40		
PVC SCH 40--DWW	3"	COMBINATION Y & 1/8 BEND--ALL H-501/503		4 ea	\$ 37.26	\$	149.04		
PVC SCH 40--DWW	3"	SAN TEE--ALL HUB-400		-4 ea	\$ 21.66	\$	(86.64)		
PVC SCH 40--DWW	2" x1-1/2"	RED SAN TEE-ALL HUB-401		4 ea	\$ 7.27	\$	29.06		
PVC SCH 40--DWW	2"	COUPLING -- HXH		2 ea	\$ 2.06	\$	4.12		
PVC SCH 40--DWW	-	CEMENT		1 ea	\$ 10.00	\$	10.00		
PVC SCH 40--DWW	-	PRIMER		1 ea	\$ 10.00	\$	10.00		
C.I. SOIL NO HUB--STD. COUPLINGS	1-1/2"	PIPE-C.I. NO HUB PER FT.-NH2		120'	\$ 8.99	\$	1,078.74		
C.I. SOIL NO HUB--STD. COUPLINGS	1-1/2"	1/4 BEND-NH4		8 ea	\$ 12.22	\$	97.76		
C.I. SOIL NO HUB--STD. COUPLINGS	1-1/2"	CLEVIS HANGER		24 ea	\$ 3.74	\$	89.76		
C.I. SOIL NO HUB--STD. COUPLINGS	3" x1-1/2"	REDUCED SANITARY TEE		4 ea	\$ 21.71	\$	86.84		
C.I. SOIL NO HUB--STD. COUPLINGS	1-1/2"	N.H. COUPLING-NH1		32 ea	\$ 7.16	\$	229.12		
C.I. SOIL NO HUB--STD. COUPLINGS	3"	N.H. COUPLING-NH1		4 ea	\$ 8.56	\$	34.24		
P104B/P303 - Stack O									
PVC SCH 40--DWW	1 1/2"	LOFLEX		7 ea	\$ 6.91	\$	48.37		
PVC SCH 40--DWW	2"	PIPE-SCH 40 PVC DWV		70'	\$ 1.05	\$	73.71		
PVC SCH 40--DWW	2"	P-TRAP--HXH-706x		7 ea	\$ 14.47	\$	101.26		
PVC SCH 40--DWW	3"	P-TRAP--HXH-706x		-7 ea	\$ 49.00	\$	(343.00)		
PVC SCH 40--DWW	3"	1/8 BEND - HXH-321		14 ea	\$ 13.28	\$	185.92		
PVC SCH 40--DWW	2"	SAN TEE--ALL HUB-400		7 ea	\$ 8.23	\$	57.58		
PVC SCH 40--DWW	6" x3"	RED COMBO Y & 1/8 BEND--ALL HUB-504		7 ea	\$ 297.93	\$	2,085.51		
PVC SCH 40--DWW	3" x2"	RED SAN TEE-ALL HUB-401		-7 ea	\$ 16.29	\$	(114.03)		
PVC SCH 40--DWW	2" x1-1/2"	REDUCER COUPLING/BUSHING-HXH/SXH		7 ea	\$ 4.59	\$	32.13		
PVC SCH 40--DWW	3" x2"	REDUCER COUPLING/BUSHING-HXH/SXH		7 ea	\$ 10.45	\$	73.12		
PVC SCH 40--DWW	2"	COUPLING -- HXH		3 ea	\$ 2.06	\$	6.18		
PVC SCH 40--DWW	-	CEMENT		1 ea	\$ 10.00	\$	10.00		



Warren County Jail
 QCM 2076-004
 Bulletin 4

1/29/2020

C.I. SOIL NO HUB---STD. COUPLINGS	1-1/2"	1/4 BEND-NH4	5 ea	\$ 12.22	\$	61.10
C.I. SOIL NO HUB---STD. COUPLINGS	1-1/2"	CLEVIS HANGER	8 ea	\$ 3.74	\$	29.92
C.I. SOIL NO HUB---STD. COUPLINGS	2" x2"	TAPPED SANITARY TEE-NH34	1 ea	\$ 23.01	\$	23.01
FIGURE	-	MS-1	1 ea	\$ 267.55	\$	267.55
FIGURE	-	S-1	1 ea	\$ 4,719.00	\$	4,719.00
MISCELLANEOUS	-	EXCAVATION	7 cu yd	\$ 157.37	\$	1,101.59
P105B/P305 - Stack K						
PVC SCH 40--DWV	1 1/2"	LOFLEX	7 ea	\$ 6.91	\$	48.37
PVC SCH 40--DWV	3"	PIPE-SCH 40 PVC DWV	20'	\$ 2.12	\$	42.38
PVC SCH 40--DWV	2"	P-TRAP---HXH-706x	1 ea	\$ 14.47	\$	14.47
PVC SCH 40--DWV	3"	P-TRAP---HXH-706x	1 ea	\$ 49.00	\$	49.00
PVC SCH 40--DWV	3"	SAN TEE--ALL HUB-400	-1 ea	\$ 21.66	\$	(21.66)
PVC SCH 40--DWV	2" x1-1/2"	RED SAN TEE-ALL HUB-401	1 ea	\$ 7.27	\$	7.27
PVC SCH 40--DWV	3" x2"	REDUCER COUPLING/BUSHING-HXH/SXH	1 ea	\$ 10.45	\$	10.45
PVC SCH 40--DWV	4" x3"	REDUCER COUPLING/BUSHING-HXH/SXH	1 ea	\$ 21.94	\$	21.94
PVC SCH 40--DWV	-	CEMENT	1 ea	\$ 10.00	\$	10.00
PVC SCH 40--DWV	-	PRIMER	1 ea	\$ 10.00	\$	10.00
C.I. SOIL NO HUB---STD. COUPLINGS	1-1/2"	PIPE--C.I. NO HUB PER FT.-NH2	30'	\$ 8.99	\$	269.69
C.I. SOIL NO HUB---STD. COUPLINGS	1-1/2"	1/4 BEND-NH4	3 ea	\$ 12.22	\$	36.66
C.I. SOIL NO HUB---STD. COUPLINGS	2"	1/4 BEND-NH4	-1 ea	\$ 13.26	\$	(13.26)
C.I. SOIL NO HUB---STD. COUPLINGS	2"	SANITARY TEE-NH28	1 ea	\$ 18.33	\$	18.33
C.I. SOIL NO HUB---STD. COUPLINGS	1-1/2"	N.H. COUPLING-NH1	10 ea	\$ 7.16	\$	71.60
C.I. SOIL NO HUB---STD. COUPLINGS	2"	N.H. COUPLING-NH1	2 ea	\$ 7.16	\$	14.32
C.I. SOIL NO HUB---STD. COUPLINGS	2" x1-1/2"	REDUCER--SHORT-NH40A	1 ea	\$ 9.62	\$	9.62
C.I. SOIL NO HUB---STD. COUPLINGS	1-1/2"	CLEVIS HANGER	5 ea	\$ 3.74	\$	18.70
FOUNDRY	3"	FD-1 w/TRAP SEAL	1 ea	\$ 90.62	\$	90.62
MISCELLANEOUS	-	EXCAVATION	4 cu yd	\$ 157.37	\$	629.48
P106B/P306 - Stack J						
PVC SCH 40--DWV	1 1/2"	LOFLEX	7 ea	\$ 6.91	\$	48.37
PVC SCH 40--DWV	1-1/2"	PIPE-SCH 40 PVC DWV	10'	\$ 0.81	\$	8.06
PVC SCH 40--DWV	3" x1-1/2"	RED SAN TEE-ALL HUB-401	1 ea	\$ 15.77	\$	15.77



CHANGE ORDER REQUEST

DATE: 01/29/2020

PCO#: 29

Granger Construction Company
1822- 00 - Warren County Jail

To: Tiffany Zindel
Warren County
406 Justice Drive
Lebanon, OH 45036
Phone: 513-695-1241
Fax:
Email: Tiffany.Zindel@co.warren.oh.us
CC:

From: Jason Woehrle
Granger Construction Company
6267 Aurelius Road
Lansing, MI 48911
Phone:
Fax:
Email: jwoehrle@grangerconstruction.com

Below is the detail for our proposal to complete the following changes in contract work:

Default for PCO: Bulletin 5 / RFI 15 Changes
Proposed Scope of Work: Bulletin 5 / RFI 15 Changes

The prices below are valid until **02/06/2020**.

Funding Source for Change Order:
Granger/Megen GMP: \$11,365.93
Owner Contingency: (\$11,365.93)

PCO Item	Status	Change (in Days)	Contract Line	Notes	Amount
1 : Bulletin 5 / RFI 15 Changes Bond	New		0000610-00		\$65.29
2 : Bulletin 5 / RFI 15 Changes Subcontractor Bond Risk	New		0000620-00		\$108.82
3 : Bulletin 5 / RFI 15 Changes CM Fee	New		0000092-00		\$277.22
4 : Bulletin 5 / RFI 15 Changes Insurances	New		0000620-02		\$32.65
5 : Bulletin 5 / RFI 15 Changes Queen City Plumbing	New		0015400-00		\$10,881.95

Total: \$11,365.93

Submitted By:

Approved By:

Jason Woehrle

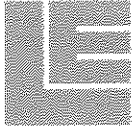
01/29/2020

Date

Tiffany Zindel
Warren County

Date

Category	Size	Item Description	Qty	UOM	Mat Unit	Mat Ext
COPPER KLM-PRO PRESS	1/2"	L-HARD TUBE	160		\$ 1.90	\$ 304.00
COPPER KLM-PRO PRESS	1/2"	L-HARD TUBE	(40)		\$ 1.90	\$ (76.00)
COPPER KLM-PRO PRESS	3/4"	L-HARD TUBE	20		\$ 3.10	\$ 62.00
COPPER KLM-PRO PRESS	1/2"	CU-90 ELBOW PXP	36	ea	\$ 1.70	\$ 61.20
COPPER KLM-PRO PRESS	1/2"	CU-90 ELBOW PXP	(9)	ea	\$ 1.70	\$ (15.30)
COPPER KLM-PRO PRESS	3/4"	CU-90 ELBOW PXP	6	ea	\$ 2.58	\$ 15.48
COPPER KLM-PRO PRESS	1/2"	COUPLING/NO STOP	1	ea	\$ 2.36	\$ 2.36
COPPER KLM-PRO PRESS	3/4"	COUPLING/NO STOP	8	ea	\$ 3.57	\$ 28.56
COPPER KLM-PRO PRESS	3/4 x 1/2"	CU RED TEE PXPXP	2	ea	\$ 6.21	\$ 12.42
COPPER KLM-PRO PRESS	1 1/2 x 3/4"	CU RED TEE PXPXP	2	ea	\$ 37.43	\$ 74.86
COPPER KLM-PRO PRESS	3/4 x 1/2 x 1/2"	CU RED TEE PXPXP	2	ea	\$ 11.38	\$ 22.76
COPPER KLM-PRO PRESS	1/2"	CU TEE PXPXP	(3)	ea	\$ 2.85	\$ (8.55)
COPPER KLM-PRO PRESS	3/4"	BALL VALV PXP	2	ea	\$ 36.04	\$ 72.08
COPPER KLM-PRO PRESS	2"	CLEVIS HANGER	32	ea	\$ 9.00	\$ 288.00
COPPER KLM-PRO PRESS	3"	CLEVIS HANGER	4	ea	\$ 11.90	\$ 47.60
MISCELLANEOUS	-	MEP 3D COORDINATION (15%)	4	ea	\$ 140.00	\$ 560.00
MISCELLANEOUS	-	PIPE ID & VALVE TAG	11	ea	\$ 5.00	\$ 55.00
MISCELLANEOUS	-	SAFETY (2%)	1	ea	\$ 130.20	\$ 130.20
		GRAND TOTAL				\$ 1,636.67
Owned Equipment						
MISCELLANEOUS	-	LIFT	3	day	\$ 95.00	\$ 285.00
MISCELLANEOUS	-	HAMMER DRILL	3	day	\$ 40.00	\$ 120.00
MISCELLANEOUS	-	COPPER PRESS TOOL	24	hr	\$ 20.00	\$ 480.00
		GRAND TOTAL				\$ 885.00



Lake Erie Electric, Inc.

Contractors and Engineers • Dayton Office

OH Lic. # 26769

360 Industrial Drive, Franklin, Ohio 45005 Phone: 937-743-1220 Fax: 937-743-1227

Established 1952

Warren County Jail

11/26/19

LEE Job Number: 1019-1016

PO Number: 10658

Warren County

Justice Dr.

Lebanon, OH

Project:

Warren County Jail - Bulletin #10

LEE CO No.: TBD

Re : Bulletin #10

Please find attached Lake Erie Electric, Inc. - Dayton Division's quotation for the project listed above for the referenced added scope. All associated breakdown is attached.

LEE Cost: \$21,106.62

Bond

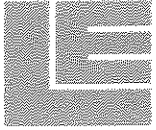
CO Net: \$21,106.62

Please do not hesitate to call me if you have any questions regarding this change order.

Respectfully,

Lake Erie Electric, Inc.

Sean M. Mondello
Project Manager



Lake Erie Electric, Inc.

Contractors and Engineers • Dayton Office

OH Lic. # 2

360 Industrial Drive, Franklin, Ohio 45005 Phone: 937-743-1220 Fax: 937-743-

Established 1952

WARREN COUNTY JAIL MATERIAL COMPILATION

FROM TAKEOFF	\$ 1,324.38
Kendall	\$ 4,926.40

NET MATERIAL TOTAL \$ 6,250.78

Presented By:



Warren County Jail - Bulliten - 10B - 55762

Structured Technology
 2611 Crescent Springs Rd.
 Crescent Springs KY 41017
 859-727-6320

SCOPE OF WORK

Warren County Jail
 Warren County Jail - Bulletin - 10 - 55762

Bulletin - 10B - Prox Reader Changes

Sheet E302- Area A
 Delete Prox Readers at both sides of doors D3-01A & D3-01B.

Sheets E303.304,&305
 Provide and install cabling to Add Prox Readers to both sides of doors A9-10, A9-11,B9-05, B9-12 & C9-16.
 Head end equipment programming not included.

Access Control	Total:	\$7,691.50
Credit to Delete Cost for (4) Proximity Readers	Total:	(\$1,283.04)
Project Subtotal:		\$6,408.46

Project Summary

Total Installation Price:	\$6,408.46
Grand Total:	\$6,408.46

E104

Description	Quantity	Unit	Total Material	Labor	Unit	Total Hours
1 S11	-6	E	-0.00		0.94	-5.64
2 W29	6	E	0.00		0.81	4.86
3 3/4" CONDUIT - EMT	90	C	54.00		4.40	3.96
4 3/4" CONN SS STL - EMT	12	C	2.32		12.50	1.50
5 3/4" COUPLING SS STL - EMT	12	C	3.34		0.00	0.00
6 1/2" FLEX - STEEL	-30	C	-13.39		4.90	-1.47
7 1/2" CONN FLEX DC SQUEEZE STRAIGHT	-12	C	-5.17		12.50	-1.50
8 #12 HHN BLACK	210	M	21.61		5.50	1.16
9 WIRE CONN RED	18	C	2.92		7.50	1.35
10 4x2 1/8" SQ BOX COMB KO	12	C	10.15		28.75	3.45
11 4" SQ 1G PLSTR RING 1/4" RISE	6	C	3.30		3.13	0.19
12 4" SQ BLANK COVER	6	C	1.54		3.13	0.19
13 1/4-20x1 3/4 WEDGE ANCHOR - 1 1/8" MIN DEPTH	0	C	0.00		0.00	0.00
Totals	324		80.62			8.04

E105

Description	Quantity	Unit	Total Material	Labor	Unit	Total Hours
1 S11	-14	E	-0.00		0.94	-13.16
2 W29	14	E	0.00		0.81	11.34
3 3/4" CONDUIT - EMT	210	C	126.00		4.40	9.24
4 3/4" CONN SSS STL - EMT	28	C	5.41		12.50	3.50
5 3/4" COUPLING SSS STL - EMT	28	C	7.79		0.00	0.00
6 1/2" FLEX - STEEL	-70	C	-31.25		4.90	-3.43
7 1/2" CONN FLEX DC SQUEEZE STRAIGHT	-28	C	-12.07		12.50	-3.50
8 #12 THHN BLACK	490	M	50.43		5.50	2.69
9 WIRE CONN RED	42	C	6.81		7.50	3.15
10 4x2 1/8" SQ BOX COMB KO	28	C	23.69		28.75	8.05
11 4" SQ BLANK COVER	14	C	7.70		3.13	0.44
12 1/4-20x1 3/4 WEDGE ANCHOR - 1/8" MIN DEPTH	14	C	3.59		3.13	0.44
13 1/4-20x1 3/4 WEDGE ANCHOR - 1/8" MIN DEPTH	0	C	0.00		0.00	0.00
Totals	756		188.11			18.76

E302

Description	Quantity	Unit	Total Material	Labor	Unit	Total Hours
1 3/4" CONDUIT - EMT	-30	C	-18.00		4.40	-1.32
2 3/4" CONN SSS STL - EMT	-6	C	-1.16		12.50	-0.75
3 3/4" COUPLING SSS STL - EMT	-4	C	-1.11		0.00	-0.00
4 CONDUIT MEASURING TAPE	-50	M	-1.76		3.75	-0.19
5 1G MSNRY BOX 3 1/2" DEEP	-4	C	-139.93		43.75	-1.75
Totals	-94		-161.96			-4.01

E304

Description	Quantity	Unit	Total Material	Labor	Unit	Total Hours
1 3/4" CONDUIT - EMT	30	C	18.00	4.40	C	1.32
2 3/4" CONN SSS STL - EMT	6	C	1.16	12.50	C	0.75
3 3/4" COUPLING SSS STL - EMT	4	C	1.11	0.00	C	0.00
4 CONDUIT MEASURING TAPE	50	M	1.76	3.75	M	0.19
5 1G MSNRY BOX 3 1/2" DEEP	4	C	139.93	43.75	C	1.75
Totals	94		161.96			4.01

FACP INTERLOCK FOR DOOR RELEASE

Description	Quantity	Unit	Total Material	Labor	Unit	Total Hours
1 1" CONDUIT - EMT	35	C	34.87	5.60	C	1.96
2 1" COUPLING COMP STL - EMT	4	C	16.28	0.00	C	0.00
3 1" CONN COMP STL INSUL - EMT	8	C	35.14	18.75	C	1.50
4 1" 1-H STRAP - EMT - STEEL	8	C	2.34	7.38	C	0.59
5 #20-1P TWISTED CABLE	385	M	50.05	7.00	M	2.69
6 4 1/16x 2 1/8" SQ BOX COMB KO	4	C	5.81	31.25	C	1.25
7 4 1/16" SQ BLANK COVER	4	C	13.86	3.13	C	0.13
8 #8 TO #10x 7/8 PLAS ANCHOR (3/16)	16	C	0.46	7.50	C	1.20
9 #10x 1 P/H SELF-TAP SCREW	16	C	0.71	3.75	C	0.60
10 #20 WIRE CONTROL TERM	40	E	14.00	0.08	E	3.20
Totals	520		173.51			13.12



**COMBS & WEISBROD
MASONRY, INC.**

Project:
Construction Work Order #
Date:
Description of Work:

Warren County Jail
RFI 32
11/20/2019
Added Electrical Chase walls in room D9-08 per RFI 32

Description	Labor				Material				Equipment			
	Qty.	Unit	Unit Price	Total	Qty.	Unit	Unit Price	Total	Qty.	Unit	Unit Price	Total
Foreman Hrs	1	hrs.	\$ 60.22	\$ 60.22								
Bricklayer	8	hrs.	\$ 54.22	\$ 433.76								
Hod Carrier	6	hrs.	\$ 52.19	\$ 313.14								
Lift/Operator	1	hrs.	\$ 50.89	\$ 50.89					1	hrs.	\$ 14.85	\$ 14.85
6" CMU					79	ea	\$ 1.86	\$ 146.94				
6" CMU Bond Beam					6	ea	\$ 2.65	\$ 15.90				
Mortar/Sand					3	bags	\$ 12.00	\$ 36.00				
Joint Reinforcing					50	lf	\$ 0.21	\$ 10.50				
								\$ -				

EXTENSION

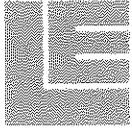
\$ 858.01

\$ 209.34

\$ 14.85

Labor Material Equipment SUBTOTAL

Sub Total	\$	1,082.20
Tax	\$	-
Subtotal	\$	1,082.20
Overhead and Profit	15% \$	162.33
	\$	-
Total	\$	1,244.53



Lake Erie Electric, Inc.

Contractors and Engineers • Dayton Office

OH Lic. # 26769

360 Industrial Drive, Franklin, Ohio 45005 Phone: 937-743-1220 Fax: 937-743-1227

Established 1952

Warren County Jail

1/28/20

LEE Job Number: 1019-1016

PO Number: 10658

Warren County

Justice Dr.

Lebanon, OH

Project:

Warren County Jail

LEE CO No.: TBD

Re : Added Cabling for VVU's , Commissary Kiosks, and IP Phones

Please find attached Lake Erie Electric, Inc. - Dayton Division's quotation for the project listed above for the referenced added scope. All associated breakdown is attached.

LEE Cost: \$35,440.00

Bond

CO Net: \$35,440.00

Please do not hesitate to call me if you have any questions regarding this change order.

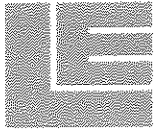
Respectfully,

Lake Erie Electric, Inc.

Sean M. Mondello

Project Manager

CORPORATE OFFICE: 25730 First Street, PO Box 450859, Westlake, Ohio 44145 Phone: 440-835-5565 Fax: 440-835-5688



Lake Erie Electric, Inc.

Contractors and Engineers • Dayton Office

OH Lic. # 267

360 Industrial Drive, Franklin, Ohio 45005 Phone: 937-743-1220 Fax: 937-743-12

Established 1952

COSNER DRIVE LIFT STATION REPLACEMENT MATERIAL COMPILATION

FROM TAKEOFF

Structured

\$ 33,402.11

NET MATERIAL TOTAL \$ 33,402.11



CHANGE ORDER REQUEST

DATE: 01/28/2020

PCO#: 58

Granger Construction Company
1822- 00 - Warren County Jail

To: Tiffany Zindel
Warren County
406 Justice Drive
Lebanon, OH 45036
Phone: 513-695-1241
Fax:
Email: Tiffany.Zindel@co.warren.oh.us
CC:

From: Jason Woehrle
Granger Construction Company
6267 Aurelius Road
Lansing, MI 48911
Phone:
Fax:
Email: jwoehrle@grangerconstruction.com

Below is the detail for our proposal to complete the following changes in contract work:

Default for PCO: RFI #46 - Add Bollards
Proposed Scope of Work: RFI #46 - Add Bollards

The prices below are valid until **02/11/2020**.

Funding Source for Change Order:
Granger/Megen GMP: \$3,155.47
Owner Contingency: (\$3,155.47)

PCO Item	Status	Change (in Days)	Contract Line	Notes	Amount
1 : RFI #46 - Add Bollards Bond	New		0000610-00		\$18.13
2 : RFI #46 - Add Bollards Subcontractor Bond Risk	New		0000620-00		\$30.21
3 : RFI #46 - Add Bollards CM Fee	New		0000092-00		\$76.96
4 : RFI #46 - Add Bollards Insurances	New		0000620-02		\$9.06
5 : RFI #46 - Add Bollards Metcon Concrete	New		0003310-05		\$1,468.23
6 : RFI #46 - Add Bollards Mound Steel	New		0005121-00		\$1,552.88

Total: \$3,155.47

Submitted By:

Approved By:

Jason Woehrle

01/28/2020

Date

Tiffany Zindel
Warren County

Date

Bill of Matl - Parts/Assembly

Job #19-730 Warren County Jail RFI 0046 added bollards
 Property of Mound Technologies, Inc.

Page # 1
 12/12/19 14:27:34

Item	Mark	Quan	Type & Size	Grade	Length	Weight/Pc	Finish & Notes
Assembly 8-PGDS Pl 6" Std 8 Required Each requires the following Parts							
1	8-PGDS	1	Pl 6" Std	A53	7'0" 0'0"	132.79#	
2		8	Assemblies			96.88 SF	
							1,062.32#
Totals							
		8	Assemblies			96.88 SF	1,062.32#
		0	PcMark				

This report was generated by FabTral MRP software. For product information, call (541) 485-4719 or visit www.fabtral.com

Ernst Concrete
General Terms and Conditions of Sale

TAXES: Any taxes which are now, or may be, levied during the life of this Quotation, by the United States Government, or any State or any political subdivision thereof, on the materials quoted herein, or its ingredients or on the sales or purchase thereof, or on the incidental transportation charges, when the same are required to be paid or collected by the Seller, shall be added to the prices named herein.

PRICE AND DELIVERY: Prices are not subject to contract protection and all shipments will be invoiced at prices in effect at time of delivery. Orders are not binding unless confirmed in writing by this company. The Purchaser agrees to give the Seller reasonable notice of the time and rate of deliveries. All deliveries will be made to the best of Seller's ability and dispatch, but no claims will be allowed because of delays in deliveries.

DELIVERY: The Seller agrees to make all deliveries using the best route available. The Seller will not however, be responsible for failure to make delivery when prevented by strikes or other labor troubles, accidents or necessary repairs to machinery, by fire, floods, or other adverse weather conditions, by inability to procure transportation, electric power, fuel, or operating materials or machinery, by Government regulations, requirements, or orders, by acts of public enemies, mobs, or rioters, by acts of God, or any other cause beyond the Seller's control. The Seller reserves the right to refuse deliveries when it believes delivery unsafe or "impracticable by reason of existing or threatened strikes, lockout, boycott, picketing, or other labor dispute". If there are repeated delays in unloading, the Seller reserves the rights to suspend deliveries without notice until conditions are corrected.

TIME OF DELIVERY: An additional charge will be made for all loading or deliveries before 7 a.m. or after 4 p.m. on weekdays, or for all loading or deliveries on Saturdays or Sundays and the following holidays: New Year's Day, Decoration Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas, or when these holidays fall on Sunday and are celebrated on Monday. Special arrangements covering loading or deliveries on holidays or overtime must be made at least 48 hours previous to the date of such operations. Prices for overtime of holiday deliveries will be quoted on application.

POINT OF DELIVERY: When deliveries of materials are requested to place other than on paved streets, the Purchaser agrees to provide roadways or approaches permitting access of trucks to point of delivery under their own power. If the Purchaser orders deliveries beyond the curb line, the Purchaser assumes all liability for damages to sidewalks, driveways, or other property and agrees to indemnify the Seller against all liability, loss, and expense incurred as a result of such delivery, including damage to Seller's equipment and loss of time.

ADDED WATER: Seller is not responsible for the slump, strength or quality of any concrete to which water or any other material has been added by the Purchaser or at his request. The Seller has no control over placing or handling of concrete after unloading and will not therefore, guarantee the finished work in which it is used. If any admixtures not regularly used and recommended by the Seller are required by the Purchaser, they shall be furnished by the Purchaser unless otherwise agreed upon. The Purchaser agrees to be exclusively responsible for the effect of such admixtures on the concrete.

CLAIMS: SELLER MAKES NO WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. All claims must be submitted in writing within 72 hours of the incident to be accepted by the Seller. All damage claims must have been reviewed, seen, and acknowledged in writing by an authorized agent of the Seller to be accepted. No claim for concrete torn out by the Buyer will be accepted as a claim against the Seller, unless an acknowledgement in writing from the Seller has been received by the Buyer to remove the concrete placed. Under no circumstances shall Seller be responsible or liable for loss or damage in excess of the price received for concrete delivered to Purchaser or for charges or damages of any kind incurred or suffered by Purchaser or any other person or entity in testing, repairing, or replacing defective concrete or occasioned by defective concrete. In no event shall Seller be liable for special, incidental, consequential damages for any breach hereof, including but not limited to loss of goodwill, loss of profits, or loss of use.

REFUNDS: Materials ordered and delivered by mistake or in excess of requirement cannot be returned for credit.

AN EQUAL OPPORTUNITY EMPLOYER: The "equal opportunity clause" as prescribed by the Federal Executive Order and Regulation is incorporated herein by reference and is made a part of this quotation as if fully set forth herein.

FAIR LABOR STANDARDS ACT: We hereby certify that these goods are manufactured in compliance with all applicable requirements of Sections 6, 7, and 12 of the Fair Labor Standards Act, as amended, and all regulations and orders of the United States Department of Labor issued under Section 14m thereof.

ADDITIONAL CHARGES: Extra charges may apply to small loads, truck hold time, weekend, after-hours or holiday pours. Please refer to your quote.

TERMS: NET DUE and payable thirty (30) days from the date of invoice. Service charge at the rate of 1 ½% per month, annual percentage rate 18% on accounts not paid when due. Acceptance of this contract by Purchaser for sale upon open account constitutes a representation by Purchaser that Purchaser is solvent, and no insolvency preceding of any kind, voluntary or involuntary has been instituted by or against Purchaser. Seller reserves the right to refuse delivery to any Purchaser with unsatisfactory credit history or to discontinue deliveries to any Purchaser with a past due account.

TESTING: All ready mixed concrete delivered to Purchaser shall conform to requirements of current ASTM specification designation C-94. All strengths shall be determined in pounds per square inch as shown by compressive tests of 28 days of 6" x 12" cylinders made, cured, capped, and tested in accordance with procedures of ASTM Designation C-31. All tests regarding content of mixture and compressive strength shall be made as promptly as practice allows or dictates and any unsatisfactory result shall be communicated in detail in writing to Seller immediately. Failure to perform a required test in a timely or expeditious manner, or failure to transmit the results thereof to Seller immediately in writing shall void this warranty. The addition of water to the mix by Purchaser relieves Seller of any responsibility as to strength of concrete provided the slump at the time of delivery is equal to that specified, but not in excess of a 6" slump. Admixture additions by Purchaser relieves Seller of any responsibility as to strength.


NO VERBAL AGREEMENT: It is understood that there are no verbal agreements or understandings which are not incorporated herein. No waiver of conditions of sale shall be implied from any failure by Seller to exercise same.

TERMS TAKE PRIORITY: This quotation is made to said Purchaser and cannot be transferred or assigned for the use of any other Purchaser without the written consent of the Seller. All of the terms, and provisions of the proposal between the parties pertaining to the subject matter hereof are fully set out herein, and no understanding, warranty or obligation not herein expressly set forth shall be binding upon the Seller and no subsequent modification of this quotation shall be binding upon the parties unless the same is in writing and signed by the Seller and the Buyer.

HI FLOW	30.5 GPM	36.5 GPM
LENGTH W/BUCKET	11'10"	11'10"
WIDTH W/BUCKET	6'8"	6'8"
OVERALL	6'9"	6'9"
TO BUCKET PIN	12'	11'
WEIGHT	10,263 LBS	10,327 LBS
ENGINE	74 HP T4 KUBOTA	85 HP KUBOTA

*The above specs are approximate. Actual specs vary by individual unit.

Equipment Rental Details * Required Fields

Quantity *	Date Needed * 
Time Needed *	Duration of Rental * <small>(One Day Minimum)</small>
PO#/Job Name (if Applicable)	Delivery * <input type="radio"/> Yes <input type="radio"/> No

Add to Cart

Connect with Vandalia



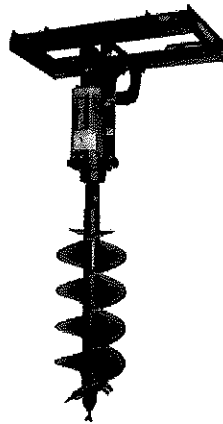
Still don't see what you are looking for?
Contact Customer Care.



Home > Equipment > Skid Loaders > Attachments > Digger, Post Hole-Skid Steer 500-1000#

Attachments

If you have questions about this or any of our equipment contact **Customer Care at 1-800-321-5061.**



Digger, Post Hole-Skid Steer 500-1000#

Cat-Class: 87-93

Daily Rate	Weekly Rate	Monthly Rate
\$68.00	\$203.00	\$536.00

Specifications*

MODEL	PREMIER, DINGO, DANUSER
MODELS	H015PD, 22400, MD1025
RPM @ GPM MIN FLOW RATE	40 RPM @ 10 GPM
RPM @ GPM MAX	



CHANGE ORDER REQUEST

DATE: 01/29/2020

PCO#: 60

Granger Construction Company
1822- 00 - Warren County Jail

To: Tiffany Zindel
Warren County
406 Justice Drive
Lebanon, OH 45036
Phone: 513-695-1241
Fax:
Email: Tiffany.Zindel@co.warren.oh.us
CC:

From: Jason Woehrle
Granger Construction Company
6267 Aurelius Road
Lansing, MI 48911
Phone:
Fax:
Email: jwoehrle@grangerconstruction.com

Below is the detail for our proposal to complete the following changes in contract work:

Default for PCO: Fire Alarm Submittal Review Comments
Proposed Scope of Work: Fire Alarm Submittal Review Comments

The prices below are valid until **02/11/2020**.

Funding Source for Change Order:
Granger/Megen GMP: \$12,927.27
Owner Contingency: (\$12,927.27)

PCO Item	Status	Change (In Days)	Contract Line	Notes	Amount
1 : Fire Alarm Submittal Review Comments Bond	New		0000610-00		\$74.26
2 : Fire Alarm Submittal Review Comments Sub Risk Bond	New		0000620-00		\$123.77
3 : Fire Alarm Submittal Review Comments CM Fee	New		0000092-00		\$315.30
4 : Fire Alarm Submittal Review Comments Insurances	New		0000620-02		\$37.13
5 : Fire Alarm Submittal Review Comments Lake Erie Electric	New		0016000-00		\$12,376.81
Total:					\$12,927.27

Submitted By:

Approved By:

Jason Woehrle

01/29/2020
DateTiffany Zindel
Warren County

Date

CONTINUED;

9. ADD A F.A. DOOR HOLDER DEVICE AT DOOR A9-06C.

10. IN ROOM B1-01, MOVE THE F.A. SPEAKER/STROBE FROM OVER A BED ON THE NORTH WALL TO BETWEEN TWO BEDS ON THE WEST WALL.

11. ADD F.A. SMOKE DETECTORS IN ROOMS B9-04 AND B9-07.

12. ADD F.A. HEAT DETECTOR BEHIND DRYERS IN ROOM C9-11.

13. ADD TWO F.A. SMOKE DETECTORS IN THE FIRST FLOOR SOFFIT AREA, IN ROOM B6-01.

14. ADD F.A. HEAT DETECTORS IN ROOMS B2-02 AND B6-02.

15. ADD F.A. SMOKE DETECTOR AT THE SOUTH END OF CORRIDOR C9-10.

16. ADD F.A. HEAT DETECTOR IN ROOM C4-02.

17. DELETE TWO F.A. SMOKE DETECTORS IN ROOM C2-01 SOUTH WALL PLUMBING CHASES, AND ADD ONE F.A. SMOKE DETECTOR, IN THE SOUTH WALL SOFFIT AREA OF ROOM C2-01.

18. DELETE ONE F.A. SMOKE DETECTOR IN ROOM C4-01.

19. MOVE F.A. HEAT DETECTOR FROM ROOM C6-10 PLUMBING CHASE, TO ADJACETE ROOM C6-10 SOFFIT AREA.

20. ADD F.A. SMOKE DETECTORS IN ROOMS C9-04, C9-05, C9-07, AND C9-09.

21. MOVE SECOND FLOOR F.A. HEAT DETECTOR FROM PLUMBING CHASE, TO THE ADJACENT A2-01 WALKWAY AREA.

22. WE SUGGEST THAT THE "SMOKE CONTROL SEQUENCE", THE "SMOKE DAMPER CONTROL SCHEDULE", AND THE "MATRIX FOR SMOKE CONTROL" BE MADE 50% LARGER FOR EASIER READABILITY.

PRATER ENGINEERING - T. LEYKAUF -
11-19-19

SIEMENS

Building Technologies Division

1310 Kemper Meadow Dr

Cincinnati, Ohio 45240

Phone: (513) 742-5590

Fax: (513) 595-8844

Submittal Date

10/16/2019

Fire Alarm System Equipment,

Calculations & FA Matrix

Submittal for:

Warren County Jail & Shariff's Office

822 Memorial Drive

Lebanon, Ohio

Job Number

44op-273127

Project Name Warren County Jail
Lebanon, OH
 County Montgomery
 Subcontractor Name and Address
LAKE ERIE ELECTRIC, INC.
360 INDUSTRIAL DRIVE
FRANKLIN, OH 45005

Contractor's Contract No. 1822-000121
 Project No. _____ Phase Contr. No. _____
 Change Order No. TBD for Changes
 I.D. No. _____ Phase Contr. No. _____
 Type of Contract ELECTRICAL

A. Labor Summary (exclude fringes) - GC 7.7.2.2		Premium Portion ¹		
Personnel Classification	Regular Rate		=	
Journeyman	86.00 hours x 30.00 /hour	/hour	=	<u>2,580.00</u>
Foreman	8.00 hours x 33.00 /hour	/hour	=	<u>264.00</u>
Gen Fore	_____ hours x 35.40 /hour	/hour	=	_____
PM	4.00 hours x 80.00 /hour	/hour	=	<u>320.00</u>
			Total (B)	\$ <u>3,164.00</u>
B. Fringes - GC 7.7.2.3				
Journeyman	86.00 hours x 20.19 /hour	/hour	=	<u>1,736.34</u>
Foreman	8.00 hours x 19.84 /hour	/hour	=	<u>158.72</u>
Gen Fore	_____ hours x 19.96 /hour	/hour	=	_____
PM	4.00 hours x _____ /hour	/hour	=	_____
			Total (C)	\$ <u>1,895.06</u>
C. Allowable Payroll Expenses - GC 7.7.2.4				
Journeyman	86.00 hours x 6.60 /hour	/hour	=	<u>567.60</u>
Foreman	8.00 hours x 7.26 /hour	/hour	=	<u>58.08</u>
Gen Fore	_____ hours x 7.79 /hour	/hour	=	_____
PM	4.00 hours x _____ /hour	/hour	=	_____
			Total (D)	\$ <u>625.68</u>
D. Equipment Rental (attach itemized quotes / invoices)				Total (D) \$ _____
E. Administrative and Processing fees				Total (E) \$ _____
F. Trucking (attach itemized supporting documentation)				Total (F) \$ _____
G. Material (attach itemized supporting documentation)				Total (G) \$ <u>5,077.70</u>
Sub Total				\$ <u>10,762.44</u>
H. Contractor Overhead and Profit GC 7.7.2.10		x 15.00%	Total (H)	\$ <u>1,614.37</u>
I. Subcontractor Tier Cost (attach itemized supporting documentation) GC 7.7.2.10.1			Total (I)	\$ _____
J. Subcontractor Tier Markup		x 5.00%	Total (J)	\$ _____
K. Miscellaneous - GC 7.7.2.12			Total (K)	\$ _____
1. Premium portion (labor and fringes) only for approved overtime				
- attach itemized supporting documentation ²				
Grand Total (Sub Total + H + I + J + K)				\$ <u>12,376.81</u>

1. Premium portions are shown on Line (K), sub-totals are not shown. Premium portion is the difference between Overtime and Regular-time Rates

2. Not applicable to all change orders. Subject to review and acceptance of Contracting Authority.

SIEMENS

Siemens Industry, Inc., Building
1310 Kemper Meadow Drive, Suite A, Ohio 45240

LAKE ERIE ELECTRIC INC
360 INDUSTRIAL DR
FRANKLIN, OH 45005
Sean Mondello

Name James Kohus
Department Fire Safety Solutions
Telephone 513-742-5590
Mobile 513-304-4386
E-Mail James.kohus@siemens.com
Date 12/5/19

Proposal

Warren Co Jail
Review comments

Proposal No. fc55f995-ad76-4eea-b223-
24ce78854c9f

Pricing (Detailed Scope on following pages)

Initial to Accept: _____
Includes New Construction Use Tax: No
Includes Sales Tax: No
Base Bid according to Plans & Specifications: \$4,265.00

Remarks

If supplying tax certificate, please enter number: _____

This proposal does not include installation, installation material, or any labor unless specified. Payment Terms are Net 30. The Terms and Conditions of Sale shown on the attached are a part hereof. **Per project aggregate general liability insurance is excluded.** Prices quoted are firm for 30 days.

Proposed

Accepted

I have read the attached Terms & Conditions of Sale, understand them fully, and agree to abide by them. I understand that payment is due upon receipt of invoice.

Company Name: Siemens Industry, Inc.

Company Name: LAKE ERIE ELECTRIC INC

By (Signed): JAMES KOHUS

By (Signed): _____

Name: James Kohus

Name: _____

Title: Engineering Specialist II

Title: _____

Date: 12/5/19

Date: _____

Siemens Industry, Inc.
Building Technologies Division
North America Headquarters

1000 Deerfield Parkway
Buffalo Grove, IL 60089
United States

Tel.: +1 (847) 215-1000
www.usa.siemens.com/buildingtechnologie

From: [Kohus, James](#)
To: [Sean Mondello](#)
Subject: RE: Warren County jail - Fire Alarm Changes
Date: Wednesday, December 11, 2019 2:18:03 PM

They are correct a move of a device does not affect our pricing. Maybe yours if you needed to add longer wiring??

If you look at the comments it stated to add and delete the following:

Add:

12 – smoke detector

7 – strobes

1 – heat detector

1 – mag door holder (which by code requires a smoke on both sides of the door so add 2 more smokes)

Delete:

5 – smoke detectors

I priced up 10 smokes and 4 strobes and 1 heat instead of the 14 smokes stated The cost of the other 1 smoke that were deleted matched the cost of the 3 strobes that were added.

Let me know if you need anything else.

From: Sean Mondello <smondello@lakeerieelectric.com>
Sent: Wednesday, December 11, 2019 12:32 PM
To: Kohus, James (SI RSS-AM Z5 SOL CIN ENG) <james.kohus@siemens.com>
Subject: Fwd: Warren County jail - Fire Alarm Changes

Jim see below. I didn't even pay attention to the deducts. We're there a lot?

Sean Mondello
Lake Erie Electric , Inc.
360 Industrial Dr.
Franklin,OH 45005
Office-937-743-1220
Fax-937-743-1227
Email-SMondello@LakeErieElectric.com

Begin forwarded message:

From: Jason Kaminski <jkaminski@megenconstruction.com>
Date: December 11, 2019 at 11:23:56 AM EST
To: Sean Mondello <smondello@lakeerieelectric.com>
Subject: Re: Warren County jail - Fire Alarm Changes

Sean,

System	Bkdn Fct %	Material(\$)	Mat(%)	Labor Hrs	Lab(%)
1 NOTE#1 ADD STROBES RMS E1-03, E1-09, E6-09	0.000	80.08	9.85	12.32	13.16
2 NOTE#4 ADD STROBES RMS D3-14, D3-16	0.000	53.37	6.57	8.22	8.76
3 NOTE#5 ADD STROBES RMS D2-02, D2-04	0.000	53.37	6.57	8.22	8.76
4 NOTE#7 ADD SMOKE RMS A9-03, A9-06, A9-23	0.000	163.58	20.13	17.65	18.85
5 NOTE#8 DELETE SMOKE RMS A3-01, A4-01, A5-01	0.000	-163.58	#####	-17.65	-18.85
6 NOTE#9 ADD FADOOR HOLDER RM A9-06C	0.000	40.37	4.97	5.45	5.82
7 NOTE#11 ADD SMOKE RMS B9-04, B9-07	0.000	109.07	13.42	11.79	12.59
8 NOTE#12 ADD HEAT DETECTOR RM C9-11	0.000	64.58	7.95	6.01	6.42
9 NOTE#13 ADD SMOKE RMS B6-01	0.000	109.07	13.42	11.79	12.59
10 NOTE#14 ADD HEAT DETECTOR RMS B2-02, B6-02	0.000	129.15	15.89	12.04	12.86
11 NOTE#15 ADD SMOKE RM C9-10	0.000	54.53	6.71	5.88	6.28
12 NOTE#16 ADD HEAT DETECTOR RM C4-02	0.000	64.58	7.95	6.01	6.42
13 NOTE#17 DELETE SMOKE RMS C2-01 PLUMBING CHASES	0.000	-109.07	#####	-11.79	-12.59
14 NOTE#18 DELETE SMOKE RM C4-01	0.000	-54.53	-6.71	-5.88	-6.28
15 NOTE#20 ADD SMOKE RMS C9-04, C9-05, C9-07, C9-09	0.000	218.13	26.84	23.55	25.16
Total		812.70	#####	93.61	#####

NOTE #1 ADD STROBES RMS E1-03, E1-09, E6-09

Description	Quantity	Unit	Total Material	Labor	Unit	Total Hours
1 3/4" CONDUIT - EMT	75	C	43.52		4.40	3.30
2 3/4" CONN SS STL - EMT	6	C	1.16		12.50	0.75
3 3/4" COUPLING SS STL - EMT	12	C	2.88		0.00	0.00
4 #1/4 THHN BLACK	240	M	16.37		4.50	1.08
5 WIRE CONN NYL	12	C	1.45		6.25	0.75
6 1/8 MSNRY BOX 3 1/2" DEEP	3	C	10.50		43.75	1.31
7 F/A HORN + STROBE - WALL MNT	3	E	0.00		0.81	2.43
8 F/A VERIFICATION - PERSIGNALING DEVICE	3	E	0.00		0.50	1.50
9 #1/4 WIRE CONTROL TERM	12	E	4.20		0.10	1.20
Totals	366		80.07			12.32

NOTE #5 ADD STROBES RMS D2-02, D2-04

	Description	Quantity	Unit	Total Material	Labor	Unit	Total Hours
1	3/4" CONDUIT - EMT	50	C	29.01	4.40	C	2.20
2	3/4" CONN SS STL - EMT	4	C	0.77	12.50	C	0.50
3	3/4" COUPLING SS STL - EMT	8	C	1.92	0.00	C	0.00
4	#14 THHN BLACK	160	M	10.91	4.50	M	0.72
5	WIRE CONN YEL	8	C	0.96	6.25	C	0.50
6	1G MSNRY BOX 3 1/2" DEEP	2	C	7.00	43.75	C	0.88
7	FA HORN + STROBE - WALL MNT	2	E	0.00	0.81	E	1.62
8	FA VERIFICATION - PERSIGNALING DEVICE	2	E	0.00	0.50	E	1.00
9	#14 WIRE CONTROL TERM	8	E	2.80	0.10	E	0.80
Totals		244		53.38			8.21

NOTE #8 DELETE SMOKE RMS A3-01, A4-01, A5-01

Description	Quantity	Unit	Total Material	Labor	Unit	Total Hours
1 3/4" CONDUIT - EMT	-120	C	-69.62		4.40	-5.28
2 3/4" CONN SSS STL - EMT	-6	C	-1.16		12.50	-0.75
3 3/4" COUPLING SSS STL - EMT	-12	C	-2.88		0.00	-0.00
4 3/4" CONDUIT SUPPORT FOR ROD OR FLNG	-3	C	-0.95		6.38	-0.19
5 3/4" FLEX - STEEL	-18	C	-11.41		4.88	-0.88
6 3/4" CONN FLEX DC SQUEEZE STRAIGHT	-6	C	-4.36		12.50	-0.75
7 #18 - 1P F/A CABLE 105 DEG	-135	M	-47.25		6.75	-0.91
8 WIRE CONN YEL	-24	C	-2.89		6.25	-1.50
9 4x1 1/2" SQ BOX COMB KO	-3	C	-1.71		28.75	-0.86
10 2" SPANT-BAR HNGR FOR 1 1/2" SQ BOX	-3	C	-17.15		18.75	-0.56
11 FADETECTOR-IONIZATION SMOKE - ADDRESSABLE	-3	E	-0.00		0.63	-1.89
12 FADETECTOR-BASE LOW PROFILE - ADDRESSABLE	-3	E	-0.00		0.50	-1.50
13 FA VERIFICATION - PER INITIATING DEVICE	-3	E	-0.00		0.50	-1.50
14 #18 WIRE CONTROL TERM	-12	E	-4.20		0.09	-1.08
Totals	-351		-163.60			-17.66

NOTE #11 ADD SMOKE RMS B9-04, B9-07

	Description	Quantity	Unit	Total Material	Labor	Unit	Total Hours
1	3/4" CONDUIT - EMT	80	C	46.42		4.40	3.52
2	3/4" CONN SSS STL - EMT	4	C	0.77		12.50	0.50
3	3/4" COUPLING SSS STL - EMT	8	C	1.92		0.00	0.00
4	3/4" CONDUIT SUPPORT FOR ROD OR FLNG	2	C	0.64		6.38	0.13
5	3/4" FLEX - STEEL	12	C	7.61		4.88	0.59
6	3/4" CONN FLEX DCSQUEEZE STRAIGHT	4	C	2.91		12.50	0.50
7	#18-1P F/A CABLE 105 DEG	90	M	31.50		6.75	0.61
8	WIRE CONN YEL	18	C	1.93		6.25	1.00
9	4x1 1/2" SQ BOX COMB KO	2	C	1.14		28.75	0.57
10	24" SPANT-BAR HNGR FOR 1 1/2" SQ BOX	2	C	11.43		18.75	0.38
11	F/A DETECTOR - IONIZATION SMOKE - ADDRESSABLE	2	E	0.00		0.63	1.26
12	F/A DETECTOR BASE LOW PROFILE - ADDRESSABLE	2	E	0.00		0.50	1.00
13	F/A VERIFICATION - PER INITIATING DEVICE	2	E	0.00		0.50	1.00
14	#18 WIRE CONTROL TERM	8	E	2.80		0.09	0.72
	Totals	234		109.07			11.77

NOTE #13 ADD SMOKE RMS B6-01

Description	Quantity	Unit	Total Material	Labor	Unit	Total Hours
1 3/4" CONDUIT - EMT	80	C	46.42		4.40	3.52
2 3/4" CONN SSS STL - EMT	4	C	0.77		12.50	0.50
3 3/4" COUPLING SSS STL - EMT	8	C	1.92		0.00	0.00
4 3/4" CONDUIT SUPPORT FOR ROD OR FLNG	2	C	0.64		6.38	0.13
5 3/4" FLEX - STEEL	12	C	7.61		4.88	0.59
6 3/4" CONN FLEX DC SQUEEZE STRAIGHT	4	C	2.91		12.50	0.50
7 #18- 1P F/A CABLE 105 DEG	90	M	31.50		6.75	0.61
8 WIRE CONN YEL	18	C	1.93		6.29	1.00
9 4x 1 1/2" SQ BOX COMB KO	2	C	1.14		28.75	0.57
10 24" SPAN T-BAR HNGR FOR 1 1/2" SQ BOX	2	C	11.43		18.75	0.38
11 F/A DETECTOR - IONIZATION SMOKE - ADDRESSABLE	2	E	0.00		0.63	1.26
12 F/A DETECTOR BASE LOW PROFILE - ADDRESSABLE	2	E	0.00		0.50	1.00
13 F/A VERIFICATION - PER INITIATING DEVICE	2	E	0.00		0.50	1.00
14 #18 WIRE CONTROL TERM	8	E	2.80		0.09	0.72
Totals	234		109.07			11.77

NOTE #15 ADD SMOKE RM C9-10

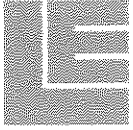
Description	Quantity	Unit	Total Material	Labor	Unit	Total Hours
1 3/4" CONDUIT - EMT	40	C	23.21	4.40	C	1.76
2 3/4" CONN SSS STL - EMT	2	C	0.39	12.50	C	0.25
3 3/4" COUPLING SSS STL - EMT	4	C	0.96	0.00	C	0.00
4 3/4" CONDUIT SUPPORT FOR ROD OR FLNG	1	C	0.32	6.38	C	0.06
5 3/4" FLEX - STEEL	6	C	3.80	4.88	C	0.29
6 3/4" CONN FLEX DCS SQUEEZE STRAIGHT	2	C	1.45	12.50	C	0.25
7 #18- 1P FIA CABLE 105 DEG	45	M	15.75	6.75	M	0.30
8 WIRE CONN YEL	8	C	0.96	6.25	C	0.50
9 4x 1 1/2" SQ BOX COMB KO	1	C	0.57	28.75	C	0.29
10 24" SPANT-BAR HNGR FOR 1 1/2" SQ BOX	1	C	5.72	18.75	C	0.19
11 FADETECTOR-IONIZATION SMOKE - ADDRESSABLE	1	E	0.00	0.63	E	0.63
12 FADETECTOR BASE LOW PROFILE - ADDRESSABLE	1	E	0.00	0.50	E	0.50
13 FA VERIFICATION - PER INITIATING DEVICE	1	E	0.00	0.50	E	0.50
14 #18 WIRE CONTROL TERM	4	E	1.40	0.09	E	0.36
Totals	117		54.53			5.89

NOTE #17 DELETE SMOKE RMS C2-01 PLUMBING CHASES

Description	Quantity	Unit	Total Material	Labor	Unit	Total Hours
1 3/4" CONDUIT - EMT	-80	C	-46.42		4.40	-3.52
2 3/4" CONN SSS STL - EMT	-4	C	-0.77		12.50	-0.50
3 3/4" COUPLING SSS STL - EMT	-8	C	-1.92		0.00	-0.00
4 3/4" CONDUIT SUPPORT FOR ROD OR FLNG	-2	C	-0.64		6.38	-0.13
5 3/4" FLEX - STEEL	-12	C	-7.61		4.88	-0.59
6 3/4" CONN FLEX DC SQUEEZE STRAIGHT	-4	C	-2.91		12.50	-0.50
7 #18 - 1P F/A CABLE 105 DEG	-90	M	-31.50		6.75	-0.61
8 WIRE CONN YEL	-16	C	-1.93		6.25	-1.00
9 4x 1 1/2" SQ BOX COMB KO	-2	C	-1.14		26.75	-0.57
10 24" SPAN T-BAR HNGR FOR 1 1/2" SQ BOX	-2	C	-11.43		18.75	-0.38
11 F/A DETECTOR - IONIZATION SMOKE - ADDRESSABLE	-2	E	-0.00		0.63	-1.26
12 F/A DETECTOR BASE LOW PROFILE - ADDRESSABLE	-2	E	-0.00		0.50	-1.00
13 F/A VERIFICATION - PER INITIATING DEVICE	-2	E	-0.00		0.50	-1.00
14 #18 WIRE CONTROL TERM	-8	E	-2.80		0.09	-0.72
Totals	-234		-109.07			-11.77

NOTE #20 ADD SMOKE RMS C9-04, C9-05, C9-07, C9-09

Description	Quantity	Unit	Total Material	Labor	Unit	Total Hours
1 3/4" CONDUIT - EMT	160	C	92.83	4.40	C	7.04
2 3/4" CONN SSS STL - EMT	8	C	1.55	12.50	C	1.00
3 3/4" COUPLING SSS STL - EMT	16	C	3.84	0.00	C	0.00
4 3/4" CONDUIT SUPPORT FOR ROD OR FLNG	4	C	1.27	6.38	C	0.26
5 3/4" FLEX - STEEL	24	C	15.22	4.88	C	1.17
6 3/4" CONN FLEX DCSQUEEZESTRAIGHT	8	C	5.81	12.50	C	1.00
7 #18- 1P F/A CABLE 105 DEG	180	M	63.00	6.75	M	1.22
8 WIRE CONN YEL	32	C	3.86	6.25	C	2.00
9 4x 1 1/2" SQ BOX COMB KO	4	C	2.28	26.75	C	1.15
10 24" SPAN T-BAR HNGR FOR 1 1/2" SQ BOX	4	C	22.87	18.75	C	0.75
11 F/A DETECTOR - IONIZATION SMOKE - ADDRESSABLE	4	E	0.00	0.63	E	2.52
12 F/A DETECTOR BASE LOW PROFILE - ADDRESSABLE	4	E	0.00	0.50	E	2.00
13 F/A VERIFICATION - PER INITIATING DEVICE	4	E	0.00	0.50	E	2.00
14 #18 WIRE CONTROL TERM	16	E	5.60	0.09	E	1.44
Totals	468		218.13			23.54



Lake Erie Electric, Inc.

Contractors and Engineers • Dayton Office

OH Lic. # 26769

360 Industrial Drive, Franklin, Ohio 45005 Phone: 937-743-1220 Fax: 937-743-1227

Established 1952

Warren County Jail

12/20/19

LEE Job Number: 1019-1016

PO Number: 10658

Warren County

Justice Dr.

Lebanon, OH

Project:

Warren County Jail

LEE CO No.: TBD

Re : Dental Room Changes

Please find attached Lake Erie Electric, Inc. - Dayton Division's quotation for the project listed above for the referenced added scope. All associated breakdown is attached.

LEE Cost: \$2,823.00

Bond

CO Net: \$2,823.00

Please do not hesitate to call me if you have any questions regarding this change order.

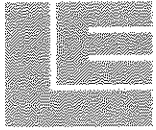
Respectfully,

Lake Erie Electric, Inc.

Sean M. Mondello

Project Manager

CORPORATE OFFICE: 25730 First Street, PO Box 450859, Westlake, Ohio 44145 Phone: 440-835-5565 Fax: 440-835-5688



Lake Erie Electric, Inc.

Contractors and Engineers • Dayton Office

OH Lic. # 2

360 Industrial Drive, Franklin, Ohio 45005 Phone: 937-743-1220 Fax: 937-743-

Established 1952

WARREN COUNTY JAIL MATERIAL COMPILATION

FROM TAKEOFF	\$	193.29
Kendall	\$	(900.00)

NET MATERIAL TOTAL \$ (706.71)

Prepared By:

Dale Hoyt
KENDALL ELECTRIC SUPPLY
11310 Mosteller Rd.
Cincinnati, OH
dale.hoyt@kendallelectric.com
D: (513) 587-8420

Proposal Name: WARREN CTY. JAIL / DENTAL-MEDICAL

Quote Name: WARREN CTY. JAIL / DENTAL-MEDICAL

Proposal Number: P-191219-1318836

Quote Number: Q-1418002

Quote Date: December 19, 2019

Through Addenda Number: 0

Sales Representative:

Conditions of Sale

This Quotation is subject to Coordinated Project Terms. See <https://www.schneider-electric.us/en/download/document/0100PL0043>

Quote is valid for 30 days. Quoted lead times are approximate and subject to change.

Clarifications and Exceptions

Pricing

Total DISTRIBUTOR SELL PRICE	\$900.00
Total Warranty	\$0.00
Total FOB	\$0.00
Quote Total US DOLLARS	<u>\$900.00</u>

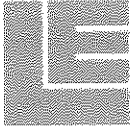
System	Bktdn Fct %	Material(\$)	Mat(%)	Labor Hrs	Lab(%)
1 DENTAL ROOM ADDS	0.000	259.94	#####	29.30	#####
2 DENTAL ROOM CREDITS	0.000	-66.65	#####	-10.50	-55.85
Total		193.29	#####	18.80	#####

DENTAL ROOM ADDS

Description	Quantity	Unit	Total Material	Labor	Unit	Total Hours
1 3/4" CONDUIT - EMT	110	C	63.82		4.40	4.84
2 3/4" CONN SSS STL - EMT	4	C	0.77		12.50	0.50
3 3/4" COUPLING SSS STL - EMT	4	C	0.83		0.00	0.00
4 3/4" CONN COMP STL - EMT	2	C	4.66		15.63	0.31
5 3/4" COUPLING COMP STL - EMT	8	C	21.86		0.00	0.00
6 3/4" CONN COMP STL INSUL - EMT	6	C	15.72		15.63	0.94
7 3/4" 1-H STRAP - EMT - STEEL	9	C	1.48		6.75	0.61
8 3/4" SPRING STL CONDUIT CLAMP W/BOLT	11	C	3.53		7.50	0.82
9 2" CONDUIT - PVC40	40	C	22.10		9.32	3.73
10 2" ELBOW 90 DEG - PVC40	3	C	3.92		50.00	1.50
11 2" COUPLING - PVC	9	C	3.00		0.00	0.00
12 #12 THH BLACK	385	M	39.62		5.50	2.12
13 #18 2P TWISTED CABLE	100	M	15.00		9.00	0.90
14 CONDUIT MEASURING TAPE	40	M	1.52		3.75	0.15
15 4x1 1/2" SQ BOX COMB KO	5	C	2.85		28.75	1.44
16 4x2 1/8" SQ BOX COMB KO	3	C	2.54		28.75	0.86
17 4" SQ BLANK COVER	4	C	1.03		3.13	0.13
18 4" SQ 1x1 DUPLEX RECP COVER	3	C	1.50		3.13	0.09
19 4" SQ 2x1 DUPLEX RECP COVER	1	C	0.50		3.13	0.03
20 3GMSNRY BOX 2 1/2" DEEP	1	C	6.19		43.75	0.44
21 1GMSNRY BOX 3 1/2" DEEP	2	C	7.00		43.75	0.88
22 GROUND SCREW W/ INSUL #12 LEAD	4	C	1.03		3.75	0.15
23 1/4-20x1 3/4 WEDGE ANCHOR - 1 1/8" MIN DEPTH	11	C	3.85		10.00	1.10
24 #8 TO #10x 7/8 PLAS ANCHOR (3/16)	21	C	0.60		7.50	1.58
25 #10x1 PH SELF-TAP SCREW	25	C	1.22		3.75	0.94
26 20A 125V DUP REC - IVY (SG)	5	C	23.30		25.00	1.25
27 #12 WIRE POWER TERM	14	E	4.90		0.11	1.54
28 #18 WIRE CONTROL TERM	16	E	5.60		0.09	1.44
29 INSTALL CUSTOMER SUPPLIED SWITCH	1	E	0.00		1.00	1.00

DENTAL ROOM CREDITS

Description	Quantity	Unit	Total Material	Labor	Unit	Total Hours
1 3/4" CONDUIT - EMT	-40	C	-23.21		4.40	-1.76
2 3/4" COUPLING COMP STL - EMT	-4	C	-10.93		0.00	-0.00
3 3/4" CONN COMP STL INSUL - EMT	-2	C	-5.24		15.63	-0.31
4 3/4" 1-H STRAP - EMT - STEEL	-4	C	-0.66		6.75	-0.27
5 3/4" SPRING STL CONDUIT CLAMP W/ BOLT	-7	C	-2.24		7.50	-0.53
6 #12 THH BLACK	-175	M	-18.01		5.50	-0.96
7 4x2 1/8" SQ BOX COMB KO	-1	C	-0.85		28.75	-0.29
8 4" SQ BLANK COVER	-1	C	-0.26		3.13	-0.03
9 1/4-20x 1 3/4 WEDGE ANCHOR - 1 1/8" MIN DEPTH	-7	C	-2.45		10.00	-0.70
10 #8 TO #10x 7/8 PLAS ANCHOR (3/16)	-2	C	-0.06		7.50	-0.15
11 #10x 1 P/H SELF-TAP SCREW	-6	C	-0.29		3.75	-0.23
12 COMB STARTER SIZE 0 FUS - NEMA 1	-3	E	-0.00		1.50	-4.50
13 #12 WIRE POWER TERM	-7	E	-2.45		0.11	-0.77
Totals	-259		-66.65			-10.49



Lake Erie Electric, Inc.

Contractors and Engineers • Dayton Office

OH Lic. # 26769

360 Industrial Drive, Franklin, Ohio 45005 Phone: 937-743-1220 Fax: 937-743-1227

Established 1952

Warren County Jail
LEE Job Number: 1019-1016
PO Number: 10658
Warren County
Justice Dr.
Lebanon, OH

12/20/19

Project:
Warren County Jail

LEE CO No.:TBD
Re :External Antennae Video Cabling

Please find attached Lake Erie Electric, Inc. - Dayton Division's quotation for the project listed above for the referenced added scope. All associated breakdown is attached.

LEE Cost: \$4,888.65

Bond

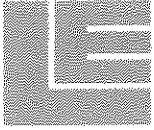
CO Net: \$4,888.65

Please do not hesitate to call me if you have any questions regarding this change order.

Respectfully,
Lake Erie Electric, Inc.

Sean M. Mondello
Project Manager

CORPORATE OFFICE: 25730 First Street, PO Box 450859, Westlake, Ohio 44145 Phone: 440-835-5565 Fax: 440-835-5688



Lake Erie Electric, Inc.

Contractors and Engineers • Dayton Office

OH Lic. # 2

360 Industrial Drive, Franklin, Ohio 45005 Phone: 937-743-1220 Fax: 937-743-

Established 1952

WARREN COUNTY JAIL MATERIAL COMPILATION

FROM TAKEOFF \$ 432.94

\$ -

NET MATERIAL TOTAL \$ 432.94

	Description	Quantity	Unit	Total Material	Labor	Unit	Total Hours
1	1" CONDUIT - EMT	250C		249.10		6.00C	15.00
2	1" CONN COMP STL - EMT	6C		20.69		18.75C	1.13
3	1" COUPLING COMP STL - EMT	25C		101.78		0.00C	0.00
4	1" BUSHING - PLASTIC	3C		0.77		3.25C	0.10
5	1" SNAP CLOSE CLIP - BTM MNT ON 1/4" FLNG HNGR	26C		35.30		11.13C	2.89
6	CONDUIT MEASURING TAPE	265M		10.10		3.75M	0.99
7	4 11/16x2 1/8" SQ BOX COMB KO	3C		4.35		31.25C	0.94
8	4 11/16" SQ BLANK COVER	3C		10.40		3.13C	0.09
9	#8 TO #10x 7/8 PLAS ANCHOR (3/16)	6C		0.17		7.50C	0.45
10	#10x 1 P/H SELF-TAP SCREW	6C		0.29		3.75C	0.23
	Totals	593		432.94			21.82



CONTINGENCY TRANSFER REQUEST

Granger Construction Company
1822- 00 - Warren County Jail

DATE: 02/03/2020

PCO#: 64

To: Tiffany Zindel
Warren County
406 Justice Drive
Lebanon, OH 45036
Phone: 513-695-1241
Fax:
Email: Tiffany.Zindel@co.warren.oh.us
CC:

From: Jason Woehrle
Granger Construction Company
6267 Aurelius Road
Lansing, MI 48911
Phone:
Fax:
Email: jwoehrle@grangerconstruction.com

Below is the detail for our proposal to complete the following changes in contract work:

Default for PCO: City of Lebanon Tap Fee Credit
Proposed Scope of Work: City of Lebanon Tap Fee Credit

The prices below are valid until **02/18/2020**.

Funding Source for Change Order:
Granger/Megen GMP: (\$205,312.45)
Owner Contingency: \$205,312.45

PCO Item	Status	Change (In Days)	Contract Line	Notes	Amount
1 : City of Lebanon Tap Fee Credit Bond	New		0000610-00		(\$1,179.42)
2 : City of Lebanon Tap Fee Credit Sub Bond Risk	New		0000620-00		(\$1,965.70)
3 : City of Lebanon Tap Fee Credit CM Fee	New		0000092-00		(\$5,007.62)
4 : City of Lebanon Tap Fee Credit Insurances	New		0000620-02		(\$589.71)
5 : City of Lebanon Tap Fee Credit MBC	New		0002200-00		(\$121,570.00)
6 : City of Lebanon Tap Fee Credit LEE	New		0016000-05		(\$75,000.00)

Total: (\$205,312.45)

Submitted By:

Approved By:

02/03/2020

Jason Woehrle

Date

Tiffany Zindel
Warren County

Date

100845

Date



1613 S Defiance St.
P.O Box 30
Archbold, Ohio
419-445-1015
Fax 419-446-2626

January 24, 2019

Jason Woehrle, *Regional Director*
Granger Construction Company
400 Lazelle Rd., Suite 18A
Columbus, Ohio 43240

RE: Utility Tap Fees

Miller Bros. Construction, Inc. is in agreeance to a deduct of \$121,570.00 for the sanitary and waterline tap fees waved, for the Justice Drive Relocation Project in Lebanon, Ohio.

If you have any questions or concerns, please do not hesitate to contact me.

Thank you,

A handwritten signature in black ink, appearing to read 'Braden Martinez', is written over a faint, illegible background.

Braden Martinez

Miller Bros. Construction, Inc.



OWNER CHANGE ORDER

Granger Construction Company
1822- 00 Warren County Jail

CHANGE ORDER DATE:
03/02/2020
CHANGE ORDER #: 7

TO (CONTRACTOR): Granger Construction Company
6267 Aurelius Road
Lansing, MI 48911

- DISTRIBUTION:
- Granger Construction Company
 - Wachtel & McAnally Architects/Planners, Inc
 - OFFICE
 - FIELD
 - OTHER

CHANGE ORDER INFORMATION

You are directed to make the following changes to this Contract:

PROJECT	ACO	DESCRIPTION	PCO TYPE	PCO	CONTRACT CHANGE
1822- 00	63	Credit for Vacuum Pump & Compressors	PCO	63	(\$11,225.81)

TOTAL: (\$ 11,225.81)

Not valid until signed by both the Owner and Architect. Signature of the Contractor indicates the Contractor's agreement herewith, including any adjustment in the Contract Sum or Contract Time.

The original Contract Sum was	\$ 49,341,225.00
The net change by previously authorized Change Orders was	(\$ 15,946.39)
The Contract Sum prior to this Change Order was	\$ 49,325,278.61
The Contract Sum will be decreased by this Change Order	(\$ 11,225.81)
The new Contract Sum will be	\$ 49,314,052.80
The Contract Time will be unchanged	

AUTHORIZED BY OWNER:

Warren County
406 Justice Drive
Lebanon, OH 45036

By: *[Signature]*

Date: 3-3-2020

ACCEPTED BY CONTRACTOR

Granger Construction Company
6267 Aurelius Road
Lansing, MI 48911

By: *[Signature]*

Date: 3/3/2020

ARCHITECT/ENGINEER

Wachtel & McAnally Architects/Planners, Inc
35 South Park Place, Ste 350
Newark, OH 43055

By: *[Signature]*

Date: 3.3.20

Resolution

Number 20-0385

Adopted Date March 10, 2020

APPROVE THE DESTRUCTION OF VARIOUS WARREN COUNTY SHERIFF'S OFFICE EQUIPMENT

WHEREAS, the Warren County Sheriff's Office has determined there is no longer any service left in the following;

- 15 Firearms, 3 AR-15 Receivers(receivers do not have model, make or serial #'s) that are old and worn out and law enforcement sensitive and cannot be sold:
 - Remington 870 (no serial number, completely worn off)
 - Remington 870 Magnum W572708M
 - Remington 870 Magnum W572713M
 - Remington 870 Magnum W572827M
 - Remington 870 Express Magnum B667282M
 - Remington 870 Express Magnum B667297M
 - Remington 870 Express Magnum B703826M
 - Remington 870 Express Magnum C262121M
 - Remington 870 Express Magnum C809710M
 - Remington Model 870 Wingmaster T259671V
 - Remington Model 870 Wingmaster V629329V
 - Remington Model 870 Wingmaster V852215V
 - Remington Model 870 Wingmaster V878876V
 - Remington Model 870 Wingmaster V936967V
 - Remington 870 Express Super Magnum C677921A

WHEREAS, the Warren County Sheriff's Office plans to dispose of the items properly; and


NOW THEREFORE BE IT RESOLVED, to dispose of the above listed property.

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

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

Resolution adopted this 10th day of March 2020.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Sheriff (file)
B – Quillen – Auditor's Office

Resolution

Number 20-0386

Adopted Date March 10, 2020

APPROVE AN AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING WITH WARREN COUNTY COMMUNITY SERVICES ON BEHALF OF WARREN COUNTY CHILDREN SERVICES

BE IT RESOLVED, to approve an Amendment to the Memorandum of Understanding with Warren County Community Services for the Baby Therapeutic Interagency Program (Baby TIP) on behalf of the Warren County Children Services; 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 – yea
Mr. Grossmann – yea
Mrs. Jones – yea

Resolution adopted this 10th day of March 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

jc/

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

**FIRST AMENDMENT TO BABY THERAPEUTIC INTERAGENCY PROGRAM
MEMORANDUM OF UNDERSTANDING**

WHEREAS, on January 28, 2020, the Warren County Board of County Commissioners ("Board"), on behalf of Warren County Children Services, executed a memorandum of understanding ("MOU") with Warren County Community Services, 570 North State Route 741, Lebanon, Ohio 45036, whereby the Board agreed to provide funds in the amount of \$50,000 to Warren County Community Services for the purpose of supplying program services for the Baby Therapeutic Interagency Program ("Baby TIP") to Warren County children, and;

WHEREAS, the parties have a need to amend the term of the MOU relating to scheduling and invoicing for payment of the funds;

NOW THEREFORE, the parties agree to amend the MOU as follows:

The language of Article III: Responsibility of Warren County Children Services, subsection (A) shall be stricken in its entirety, and the following replacement language shall be substituted:

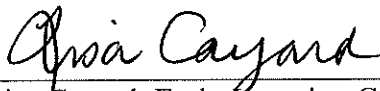
"A. Provide funding for Warren County Community Services, not to exceed \$50,000 for calendar year 2020 in accordance with this agreement and federal, state, and local laws, upon receipt of a yearly invoice to be sent by June 2020."

All other provisions and terms included in the MOU shall remain in full force and effect until such time as the MOU is either terminated or amended.

IN WITNESS WHEREOF, the parties hereto have made and executed this First Amendment to Baby Therapeutic Interagency Program MOU, on the date of the last signature below.

SIGNATURES:

Warren County Community Services:

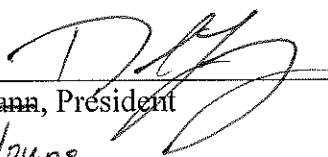


Lisa Cayard, Early Learning Centers Director

2/27/2020

Date

Warren County Board of County Commissioners:



Tom Grossmann, President
David G. Young


3/10/2020

Date

RECEIVED

FEB 27 2020

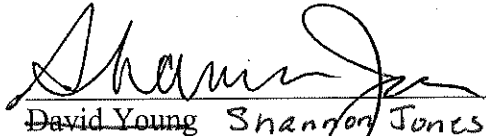
W.C.C.S.



~~Shannon Jones~~ Tom Grossmann

3/10/2020

Date

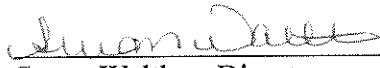


David Young Shannon Jones

3/10/2020

Date

Reviewed by:




Susan Walther, Director
Warren County Children Services

2/28/2020

Date

Approved as to form:



Kathryn M. Horvath
Assistant Prosecutor

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

Resolution

Number 20-0185

Adopted Date January 28, 2020

APPROVE AND ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH
WARREN COUNTY COMMUNITY SERVICES ON BEHALF OF WARREN COUNTY
CHILDREN SERVICES

BE IT RESOLVED, to enter into a Memorandum of Understanding with Warren County
Community Services for the Baby Therapeutic Interagency Program (Baby TIP) on behalf of the
Warren County Children Services; 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 – yea
Mr. Grossmann – yea
Mrs. Jones – yea

Resolution adopted this 28th day of January 2020.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

jc/

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

Baby Therapeutic Interagency Program Memorandum of Understanding

This Agreement is entered into between the Warren County Board of County Commissioners (hereinafter referred to as "Board") on behalf of Warren County Children Services, and Warren County Community Services 570 North State Route 471 Lebanon, Ohio 45036.

This is a contract for **Baby Therapeutic Interagency Program (Baby TIP) Services for the period of January 1, 2020-December 31, 2020.**

ARTICLE I: PURPOSE OF THE CONTRACT

The purpose of the Baby Tip Program is to provide children ages six weeks to three years who have histories of abuse and neglect with supportive and integrated child protection, mental health, and educational interventions that protect the children while promoting healthy social interactions with parents, teachers, and therapists. The Baby TIP Program strives to provide the children with sustained, safe, nurturing environments and relationships, provides interactions with positive adult and peer role models, helps to stabilize the children physically and mentally, assists in their developmental and social-emotional progress, and works to obtain family stability.

ARTICLE II: RESPONSIBILITY OF WARREN COUNTY COMMUNITY SERVICES

- A. Ensure the funds subject to this Agreement are used in accordance with conditions, requirements and restrictions of federal, state and local laws, as well as the federal terms and conditions of the Head Start grant award.
- B. Supply Program services during the contract period to children ages six weeks to three years and their families. Services shall include, but not be limited to, therapeutic year-round trauma-focused child development services, family systems mental health therapy, as well as individualized treatment plans, psychiatric services if needed, in-home and provider-based parent education and involvement, educational resources for parents, transitional services, coordination with outside agencies to address client needs, and program evaluation to insure fiscal accountability and to measure evidence-based outcomes and quality assurance.
- C. Accept all referrals made by Warren County Children Services staff and shall provide program services to clients who are eligible for Temporary Assistance to Needy Families (TANF). Other social service organizations in the community may also refer potential clients, space permitting. Early Head Start eligibility of client will be verified prior to the provision of services.
- D. Ensure that all children in Baby TIP during the school year are Early Head Start children with access to all services that Early Head Start provides, including, but not limited to

educational assessments, health screenings and services, developmental screenings and early intervention services, family needs assessments, and social services.

E. Ensure that all Early Head Start teachers and Home Visitors serving children enrolled in the Baby TIP program are fully trained and qualified with a minimum of a Child Development Associate credential, Prefer degree in early childhood education. Will provide trauma-informed care training and ongoing consultation to all Early Head Start teachers and Home Visitors serving children enrolled in Baby TIP.

F. Employ and maintain one (1) full-time equivalent Baby TIP Coordinator through direct hire who can intelligently and competently do the following: assume responsibility for coordination of services, outpatient placement and program referrals, complete all reports and rosters as assigned and by due date, assist teachers, home visitors, family advocates, children, parents, and other agency staff through TIP's intake, placement, treatment, and transition stages, assist in interpreting program findings, assure cooperative programming of TIP/Early Head Start clients, assist with growth/expansion, replication and dissemination of the Baby TIP model, provide direct on-site and home-based services to parents/guardians referred, conduct home visits occurring on a consistent and regular basis for all referred caregivers. Warren County Community Services certifies that upon hire and during their service for Warren County Community Services, the person hired shall be fully trained and qualified to perform duties described in this section of the agreement, with a minimum education requirement of a Bachelor's Degree in Social Work, Special Education, Early Childhood Education or other related professions. Knowledge, skills, and abilities of Baby TIP Coordinator shall include, without limitation, knowledge of trauma-informed practices, interdisciplinary and interagency work experience, experience in the field of child developmental learning disorders and/or child welfare, experience in the field of parenting, experience working with and/or providing education to adults and families, experience working with diverse populations of children and adults including: abuse/neglected population, low function population, substance abusers, domestic violence, and victims of sexual abuse, possessing demonstrated ability to work as a team member, good organizational skills, history of good job attendance, must pass criminal background checks, drug screening, and be free from communicable diseases. Warren County Community Services shall supply appropriate supervision and administrative functions associated with overall performance of the agreement in a manner satisfactory to Warren County Children Services.

G. Perform appropriate supervision and administrative functions and related tasks associated with the overall performance of the Program, which shall include without limitation, overseeing the management of the Project, compiling and disseminating related program data and reports as required by this agreement, managing and monitoring all employees, and designing methods to implement best practices in a manner satisfactory to Warren County Children Services.

H. Maintain appropriate records of client activity, both for individual clients and for the entire client population served under this agreement, so as to facilitate monitoring and evaluation.

I. Warren County Community Services shall submit a Monthly Client Report for each client served during the month and a Monthly Provider Wait List no later than the 15th day of each

month following the end of the reporting month that shall cover the previous thirty (30) day period. Monthly coordination meetings will be held between Warren County Children Services and Warren County Community Services to review services provider and client progress.

J. Submit a quarterly invoice of \$12,500 to Warren County Children Services to Ellie Hamilton at Elnora.Hamilton@jfs.ohio.gov and Jenny Carman at Jennifer.Carman@jfs.ohio.gov. The invoice will be submitted in March, June, September and December of 2020.

K. An interim report on the Program is due from Warren County Community Services within thirty (30) days after completion of the first six (6) months of the Program and a final report on the Program is due from the Warren County Community Services within forty-five (45) days after the end of the agreement term. Such reports shall include, without limitation, a narrative which describes the program activities, attendance statistics, program outcomes, and the Program's successes and positive impacts on the community.

L. Warren County Community Services warrants that claims made to Warren County Children Services for payment for services provided shall be for actual services rendered and shall not duplicate claims made by Warren County Community Services to other sources of public or private funds for the same services.

M. At least one (1) time during the agreement period, Warren County Children Services and Warren County Community Services shall meet to discuss the agreement performance to date. At this meeting, Warren County Community Services shall supply Warren County Children Services with comprehensive cost and statistical information on the Program and in-depth analysis of the Program activity and budget information to-date. The programmatic review shall be conducted to ensure fulfillment of contractual obligations and compliance with terms and conditions of this agreement. Amendments of the contract will be made as mutually agreed upon. No agreement modifications shall become effective until they are reduced to writing and signed by both parties.

N. Warren County Community Services agrees that they shall not use any information, systems or records made available to them for any purpose other than to fulfill the contractual duties specified herein, without the express written permission of Warren County Children Services. Warren County Community Services further agree to maintain the confidentiality of all clients and families served. No information on clients served shall be released for research or other publication without the express written consent of the Warren County Children Services Director or her designee.

O. Promptly reimburse Warren County Children Services for any funds Warren County Children Services pays to any entity because of an adverse audit finding, adverse quality control finding, final disallowance of federal financial participation, or other sanction or penalty for which Warren County Children Services is responsible. Make records available to Warren County Children Services, ODJFS, the Auditor of the State, federal agencies, and other authorized governmental agencies for review, audit and investigation.

ARTICLE III: RESPONSIBILITY OF WARREN COUNTY CHILDREN SERVICES

A. Provide funding to Warren County Community Services, not to exceed \$50,000.00 for calendar year 2020, in accordance with this Agreement and Federal, state and local laws upon receipt of a quarterly invoice for \$12,500.00 to be sent in the months of March, June, September and December of 2020.

B. Assign a case manager to the children who participate in the Baby TIP program. This case manager will attend monthly coordination meetings with Warren County Community Services, assist with enrollment efforts such as acquiring necessary paperwork from the guardian or agency record, making necessary service referrals, and monitor client progress.

C. Provide technical assistance and training as requested to assist Warren County Community Services in fulfilling its obligations under this agreement.

D. Take action to recover funds that are not used in accordance with the conditions, requirements, or restrictions applicable to funds awarded.

E. At least one (1) time during the agreement period, Warren County Children Services and Warren County Community Services shall meet to discuss the agreement performance to date. At this meeting, Warren County Community Services shall supply Warren County Children Services with comprehensive cost and statistical information on the Program and in-depth analysis of the Program activity and budget information to-date. The programmatic review shall be conducted to ensure fulfillment of contractual obligations and compliance with terms and conditions of the agreement. Amendments of the contract will be made as mutually agreed. No agreement modifications shall become effective until they are reduced to writing and signed by both parties.

ARTICLE IV. AMENDMENT OR TERMINATION OF AGREEMENT

This document constitutes the entire agreement between Warren County Children Services and Warren County Community Services with respect to all matters herein. Only a document signed by both parties may amend this Agreement. Both Warren County Children Services and Warren County Community Services agree that any amendments to laws or regulations cited herein will result in the correlative modification of this Agreement without the necessity for executing written amendments. Any written amendment to this Agreement will be prospective in nature.

Either party may terminate after giving thirty (30) days written notice of termination to the other party by registered United States mail, return receipt requested. The effective date is the later of the termination date specified in the termination notice or the 31st day following the receipt of the notice by the other party.


ARTICLE V. MISCELLANEOUS PROVISIONS

A **Limitation of Liability:** To the extent permitted by law, Warren County Children Services agrees to be responsible for any liability directly relating to all acts of negligence by Warren County Children Services. To the extent permitted by law, Warren County Community Services agrees to be responsible for any liability directly related to all acts of negligence by Warren County Community Services. In no event, shall either party be liable for any indirect or consequential damages, even if Warren County Children Services or Warren County Community Services knew or should have known of the possibility of such damages.


B. This Agreement will be governed, construed, and enforced in accordance with the laws of the State of Ohio. Should any portion of this Agreement be found unenforceable by operation of statute or by administrative or judicial decision, the remaining portions of this Agreement will not be affected as long as the absence of the illegal or unenforceable provision does not render the performance of the remainder of the Agreement impossible.

C. Nothing in this Agreement is to be construed as providing an obligation for any amount or level of funding, resources, or other commitment by Warren County Children Services to Warren County Community Services that is not specifically set forth in state and federal law. Nothing in this Agreement is to be construed as providing a cause of action in any state or federal court or in an administrative forum against the State of Ohio, Warren County Children Services, Warren County Community Services, or any of the officers or employees of the State of Ohio, Warren County Children Services or any of the officers or employees of the State of Ohio or Warren County Children Services.

In Witness whereof, Warren County Board of County Commissioners on behalf of Warren County Children Services, and Warren County Community Services have executed this Agreement effective the date of the last obtained signature as follows:




Susan Walther, Director/ Date
Warren County Children Services

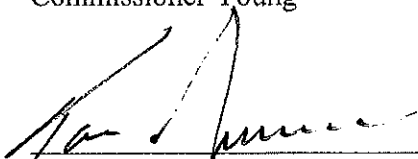


Lisa Cayard, Early Learning Centers Director/ Date
Warren County Community Services

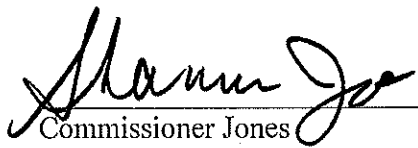
Warren County Board of County Commissioners:



Commissioner Young

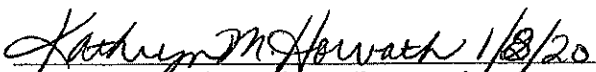


Commissioner Grossmann



Commissioner Jones

Approved As To Form Only:



Kathryn Horvath, Assistant Prosecuting Attorney/ Date

Resolution

Number 20-0387

Adopted Date March 10, 2020

APPROVE AND AUTHORIZE THE PRESIDENT AND/OR VICE-PRESIDENT OF THIS BOARD TO SIGN THE FY2020 RECLAIM GRANT AMENDMENT THROUGH THE STATE OF OHIO DEPARTMENT OF YOUTH SERVICES ON BEHALF OF THE WARREN COUNTY JUVENILE COURT

BE IT RESOLVED, to approve and authorize the President and/or Vice President of this Board to sign the FY2020 RECLAIM Grant Amendment through the State of Ohio Department of Youth Services on behalf of the Warren County Juvenile Court and authorize the President of this Board to sign documents relative thereto. Copy of said amendment 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 – yea
Mr. Grossmann – yea
Mrs. Jones – yea

Resolution adopted this 10th day of March 2020.

BOARD OF COUNTY COMMISSIONERS

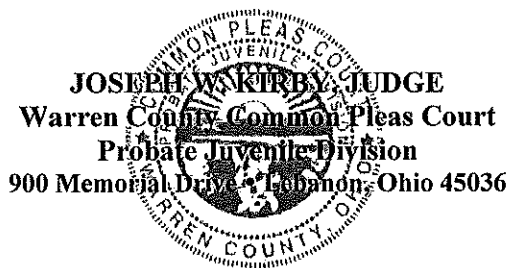


Tina Osborne, Clerk

cc: c/a—Ohio Department of Youth Services
Juvenile Court (file)
Ohio Department of Youth Services
OGA

CAROLYN A. DUVELIUS
Chief Magistrate

ANDREW L. SIEVERS
JENNA L. SEITZ
JEFFREY W. STUEVE
Magistrates



ANTHONY J. BRIGANO
Court Administrator

MEGAN M. DAVENPORT
Staff Attorney

3/3/20

Warren County Commissioners
406 Justice Drive
Lebanon, Oh 45036

To Whom it May Concern:

Attached you will find FY20 RECLAIM grant amendment #1 from the Warren County Juvenile Court. The original RECLAIM grant application was approved by you on May 21, 2019. The amendment is necessary to realign funds for our Evening Reporting Center Program.

Documents included for the amendment are:

- Amendment Form/Fiscal Accountability, Attachment A, Page 1
- Attachment A, Page 2
- Budget Pages for Evening Reporting Center

The budget pages were updated to reflect a realignment of funds. The realignment of funds removes \$3000 from the staff positions budget page, specifically from the health insurance line item. These monies will not be used this year as our grant application was approved by your office on 11/15/19. As this was a new program we did not hire staff and start the program until recently. As such all of the monies budgeted for staff salaries will not be used in FY20. That \$3000 has now been added to a maintenance tab to pay for the cost of training staff, curriculum materials for the evidenced based programming that will be used with our youth, some incidentals/office supplies, and rewards and incentives for the youth. The total budgeted amount for this program has not changed (\$202429.96).

Please feel free to contact me if you have any questions or concerns. Thank you in advance for your time and consideration.

Sincerely,

Laura Schneck M.A C.C.M
Chief Probation Officer
513-695-1615
Laura.schnecker@co.warren.oh.us

ATTACHMENT A
Page 2

County: Warren

Prepared By: Laura Schnecker

FY: 2020

Phone # 513-695-1615

Amendment # 1

Amendment Type:

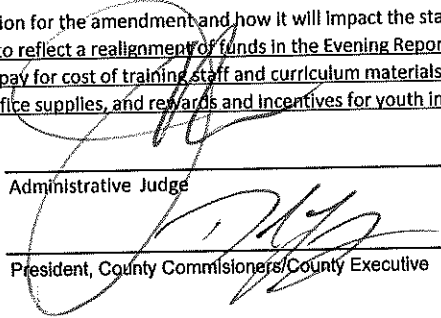
Realignment of Funds

Funding Category	Activity Purpose	Local Program Name	Program Funding
Subsidy Grant	Behavioral Change Hybrid	Residential-Mary Haven Youth Center	\$ 534,458.03
Subsidy Grant	Skill Knowledge	Day School Treatment Program	\$ 162,506.24
Subsidy Grant	Support Activity Tracking	Truancy-Attend Service Coordination	\$ 51,000.00
Subsidy Grant	Skill Knowledge	Truancy Education Group	\$ 34,000.00
Subsidy Grant	Support Activity Admission	Clinical Assessments	\$ 10,000.00
Subsidy Grant	Support Activity Admission	Drug Testing	\$ 10,413.00
Subsidy Grant	Support Activity Admission	Detention Services	\$ 9,750.00
Subsidy Grant	Skill Knowledge	Parent Success	\$ 25,000.00
Subsidy Grant	Support Activity Tracking	GPS Monitoring	\$ 9,000.00
Subsidy Grant	Skill Knowledge	Y.E.S.Program	\$ 1,125.00
Subsidy Grant	Behavioral Change	Evening Reporting Center	\$ 202,429.96
Subsidy Grant	Support Activity Tracking	Emergency Foster Care	\$ 12,127.50
Subsidy Grant	Behavioral Change Hybrid	Intensive Home Based	\$ 15,000.00
JDAI	Behavioral Change Hybrid	Intensive Home Based	\$ 45,000.00
JDAI	Grant Administration	JDAI	\$ 3,853.39
Y/E EVB Program Development	Grant Administration	Probation Transformation Trainings	\$ 2,100.00
Total Program Costs			\$ 1,127,763.12

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

Provide an explanation for the amendment and how it will impact the stated objectives in the Grant Agreement:
This amendment is to reflect a realignment of funds in the Evening Reporting Center. It moves \$3000 from staff salaries to a maintenance tab that will be used to pay for cost of training staff and curriculum materials needed for the evidence based programming that will be used with our youth, some incidentals/office supplies, and rewards and incentives for youth in the program. No changes to the total budgeted amount for the program.

Signatures:


Administrative Judge

Date

3/3/2020


President, County Commissioners/County Executive

Date

3/10/2020

**Fiscal Accountability
Attachment A Page 1**

County: <u>Warren</u>	
Allocations	
FY 2020 Tentative Base Allocation (YSG/510)	(1A) \$ <u>287,394.00</u>
FY 2020 Tentative Variable Allocation (RECLAIM/401)	(2A) \$ <u>773,854.53</u>
FY 2020 Supplemental RECLAIM Allocation	(3A) \$ _____
FY 2020 Targeted RECLAIM Allocation	(4A) \$ _____
FY 2020 Competitive RECLAIM Allocation	(5A) \$ _____
FY 2020 JDAI Allocation	(6A) \$ _____
FY 2020 Y/E EVB Program Development Allocation	(7A) \$ _____
Allocations Subtotal	(A) \$ <u>1,061,248.53</u>
Tentative Carryover Balance as of 6/30/19 and Carryover Limit	
Subsidy Grant Carryover (YSG + RECLAIM)*	(1B) \$ <u>365,311.26</u>
Targeted RECLAIM Carryover	(2B) \$ _____
Competitive RECLAIM Carryover	(3B) \$ _____
JDAI Carryover	(4B) \$ <u>49,702.15</u>
Detention Alternatives and Enhancements Carryover	(5B) \$ _____
Y/E EVB Program Development Carryover (Include any former HB-153 Funds)	(6B) \$ <u>2,125.56</u>
Tentative Carryover Subtotal	(B) \$ <u>417,138.97</u>
Carryover Limit	(C) \$ <u>203,211.98</u>
<i>(25% of Total FY 2018 RECLAIM and Youth Services Grant Allocations)</i>	
Exemptions	
Subsidy Grant Carryover Exemption (YSG + RECLAIM)*	(1D) \$ <u>162,099.28</u>
Targeted RECLAIM Exemption	(2D) \$ _____
Competitive RECLAIM Exemption (max 25% of Line 5A)	(3D) \$ _____
JDAI Exemption	(4D) \$ <u>49,702.15</u>
Detention Alternatives and Enhancements Exemption	(5D) \$ _____
Y/E EVB Program Development Exemption	(6D) \$ <u>2,125.56</u>
Total Exemptions	(D) \$ <u>213,926.99</u>
Withholdings	
Subsidy Grant (YSG + RECLAIM)*	(1E) \$ _____
Targeted RECLAIM	(2E) \$ _____
Competitive RECLAIM	(3E) \$ _____
JDAI	(4E) \$ _____
Detention Alternatives and Enhancements	(5E) \$ _____
Y/E EVB Program Development	(6E) \$ _____
Withholding Estimate (to be withheld from FY 2020 payments)	(E) \$ <u>-</u>
Available Program Funds	
Subsidy Grant (YSG + RECLAIM)*	(1F) \$ <u>1,426,559.79</u>
Targeted RECLAIM	(2F) \$ _____
Competitive RECLAIM	(3F) \$ _____
JDAI	(4F) \$ <u>49,702.15</u>
Detention Alternatives and Enhancements	(5F) \$ _____
Y/E EVB Program Development	(6F) \$ <u>2,125.56</u>
Total Available FY 2020 Program Funds	(F) \$ <u>1,478,387.50</u>
Estimated Program Costs	
Subsidy Grant Estimated Program Costs (YSG & RECLAIM)*	(1G) \$ <u>1,076,809.73</u>
Targeted RECLAIM Estimated Program Costs	(2G) \$ _____
Competitive RECLAIM Estimated Program Costs	(3G) \$ _____
JDAI Estimated Program Costs	(4G) \$ <u>48,853.39</u>
Detention Alternatives and Enhancements Costs	(5G) \$ _____
Y/E EVB Program Development Costs	(6G) \$ <u>2,100.00</u>
Total Estimated FY 2020 Expenditures	(G) \$ <u>1,127,763.12</u>
Unallocated Funds	
Subsidy Grant Unallocated (YSG & RECLAIM)*	(1H) \$ <u>349,750.06</u>
Targeted RECLAIM Unallocated	(2H) \$ _____
Competitive RECLAIM Unallocated	(3H) \$ _____
JDAI Unallocated	(4H) \$ <u>848.76</u>
Detention Alternatives and Enhancements Unallocated	(5H) \$ _____
Y/E EVB Program Development Unallocated	(6H) \$ <u>25.56</u>
Total Unallocated Funds	(H) \$ <u>350,624.38</u>
<i>* Supplemental Allocation included in RECLAIM amount</i>	

Program Maintenance Costs Budget Form

COUNTY: Warren FUNDING CATEGORY: Subsidy Grant

Activity Purpose: Behavioral Change LOCAL PROGRAM / ACTIVITY NAME: Evening Reporting Center

<u>Item Description</u>	<u>Quantity</u>	<u>Unit Cost</u>	<u>Total</u>	<u>Briefly explain the reason needed.</u>
Botvin LifeSkills Training cost	6	\$ 250.00	\$ 1,500.00	\$500 to train each staff on two curriculums (3 staff)
Botvin Life Skills Curriculum	1	\$ 530.00	\$ 530.00	Cost for two curriculums used in this program.
TruThought Corrective Thinking	1	\$ 406.20	\$ 406.20	Membership & training cost to facilitate program
A.R.T	1	\$ 139.99	\$ 139.99	Training cost to facilitate program
Office supplies/Incidentals	1	\$ 223.81	\$ 223.81	supplies needed to facilitate programming with youth
Rewards/Incentives for youth	1	\$ 200.00	\$ 200.00	Rewards/Incentives to be given to Youth in program
Total Maintenance Costs			\$ 3,000.00	

Note: If the services to be provided are out-of-home placement, the facilities must either be approved by the Department of Youth Services per the minimum standards or licensed by the authorized state agency.

Staff Positions Budget Form

COUNTY: Warren FUNDING CATEGORY: Subsidy Grant

Activity Purpose Behavioral Change LOCAL PROGRAM / ACTIVITY NAME: Evening Reporting Center

Name	Title	New or Existing	Number of Hours	Hourly Rate	Total
TBD	YouthCare Specialist	New	2080	17	\$ 35,360.00
TBD	YouthCare Specialist	New	2080	17	\$ 35,360.00
TBD	YouthCare Specialist	New	2080	17	\$ 35,360.00
TOTAL STAFF POSITIONS					\$ 106,080.00
Fringe Benefits					
Type	OPERS				\$ 14,851.20
Type	Medicare				\$ 1,538.16
Type	Health Insurance				\$ 42,165.00
Type	Workers Comp				\$ 2,121.60
Type					
TOTAL FRINGE BENEFITS					\$ 60,675.96
TOTAL STAFF and FRINGE BENEFITS					\$ 166,755.96
Budget Narrative - Describe the services that the positions will provide.					
Youth Care Specialists will provide daily transportation to participants. They will facilitate daily programming groups and will provide daily feedback and direction to youth in regards to their behaviors. They will prepare written documentation of the youth and their participation.					

Program Equipment Budget Form

COUNTY: Warren FUNDING CATEGORY: Subsidy Grant

Activity Purpose: Behavioral Change LOCAL PROGRAM / ACTIVITY NAME: Evening Reporting Center

<u>Item Description</u>	<u>Quantity</u>	<u>Unit Cost</u>	<u>Total</u>	<u>Briefly explain the reason needed.</u>
Ford 15 Passenger Van	1	\$ 32,674.00	\$ 32,674.00	Transport Youth to and from this program.
Total Equipment Costs			\$ 32,674.00	

Note: Equipment is defined as items that cost \$500.00 or more and have a useful life of more than one year.

Resolution

Number 20-0388

Adopted Date March 10, 2020

APPROVE THE PETITION AND DIRECT THE SANITARY ENGINEER TO PROCEED WITH THE DESIGN OF A RURAL WATER MAIN EXTENSION ALONG TOWNSHIP LINE ROAD IN THE WARREN COUNTY WATER DISTRICT

WHEREAS, on February 17, 2020, the Warren County Water and Sewer Department received a petition from residents requesting the construction of a rural water line along Township Line Road extending from Lower Springboro Road to Pekin Road; and

WHEREAS, the Warren County Water and Sewer Department has prepared a preliminary design study for the proposed rural water main extension that includes a water main alignment, estimated construction cost, identifying potential public utility easements, a proposed design and construction schedule, and the availability of funds to complete the project, information that is included herein; and

WHEREAS this Board of County Commissioners has reviewed the preliminary design study and finds that proposed improvements provide a benefit to the health and safety of the residents and that the construction of the project will not result in an undue financial burden to the finances of the Water and Sewer Department; and

WHEREAS, this Board proposes to proceed with the construction of said improvements as recommended by the County Sanitary Engineer; and

NOW THEREFORE BE IT RESOLVED:

SECTION 1. That the petition and the preliminary study for the design and construction of a rural water main on Township Line Road are hereby approved, and that the location, route, and termini of such water main extension in the Warren County Water District is as follows:

Along Township Line Road from the intersection of Lower Springboro Road extending southwardly approximately 6,200 feet to the intersection of Pekin Road.

SECTION 2. That it is hereby determined to proceed with the design and construction of said water main improvements. That said improvements shall conform to the Warren County Water & Sewer Department rural water standards consisting of AWWA C-900 polyvinyl chloride pipe with a dimension ratio of 14 pressure and 305 pressure class. Rural water service area customers shall receive domestic water service from County owned and operated water lines. Water lines installed will not be sized to convey fire protection flow nor shall they be equipped with fire hydrants.

SECTION 3. That for the purpose of promoting and preserving the public health and welfare there is hereby established and designated the Township Line Road Rural Water Main Improvement Area, Warren County Water District, described as follows:

For the construction, operation, and maintenance of approximately 6,200 feet of water line extending from the intersection of Lower Springboro Road southwardly to the intersection of Pekin Road.

SECTION 4. That the general plans for waterwork facilities in the Warren County Water District be revised to include the extension of water lines in the Township Line Road Rural Water Main Improvement Area.

SECTION 5. The Board does hereby determine that it is necessary for the public health, safety and/or general welfare of the citizens of Warren County and others, to obtain or acquire easements for the Township Line Road Rural Water Main Improvement project, that does not include a blighted parcel or part of a blighted area or slum, for the construction of improvements to serve the public.

SECTION 6. Improvements shall be designed and constructed by Warren County, and Warren County shall finance the construction through cash reserves, loan, or bond issuance. At least 50% of the residents within the Improvement Area have petitioned the County in support of the project with the intent of connecting to the water main upon completion of the construction. Upon completion of the improvements, residents that register an account with the Warren County Water Department shall pay the following fees for service:

Current Tap-In Fee	\$4,000
Project Cost	\$1,500
Meter Set Fee	\$ 200
Lateral Inspection Fee	<u>\$80</u>
TOTAL:	\$5,780

All fees shall be collected prior to the start of water service. Fees shall not be eligible for assessment onto the County tax record.

SECTION 7. In addition to the fees and charges paid to the County upon connection, each property owner that receives service shall be responsible for all costs associated with the construction of the water service lateral from the structure being served to the meter pit provided at the right-of-way. The fee for the inspection of the water service lateral installed by each property owner shall be due when the connection is made.

SECTION 8. That the rules, regulations, and construction standards of the Warren County Water and Sewer Department, as amended from time to time, shall apply to the improvements in the Township Line Road Rural Water Main Improvement Area.

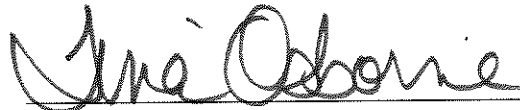
SECTION 9: That it is found and determined that all formal actions of this Board of County Commissioners concerning and relating to the adoption of this resolution were conducted in an open meeting of this Board of County Commissioners; and that all deliberations of this Board of County Commissioners and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements, including Section 121.22 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 – yea
Mr. Grossmann – yea
Mrs. Jones – yea

Resolution adopted this 10th day of March 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

CERTIFICATE

The undersigned hereby certifies the foregoing is a true and correct copy of a resolution adopted by the Board of County Commissioners at a meeting held on the 10th day of March 2020, together with a true and correct copy of the minutes of said meeting to the extent pertinent to the consideration and adoption of said resolution.



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

CGB

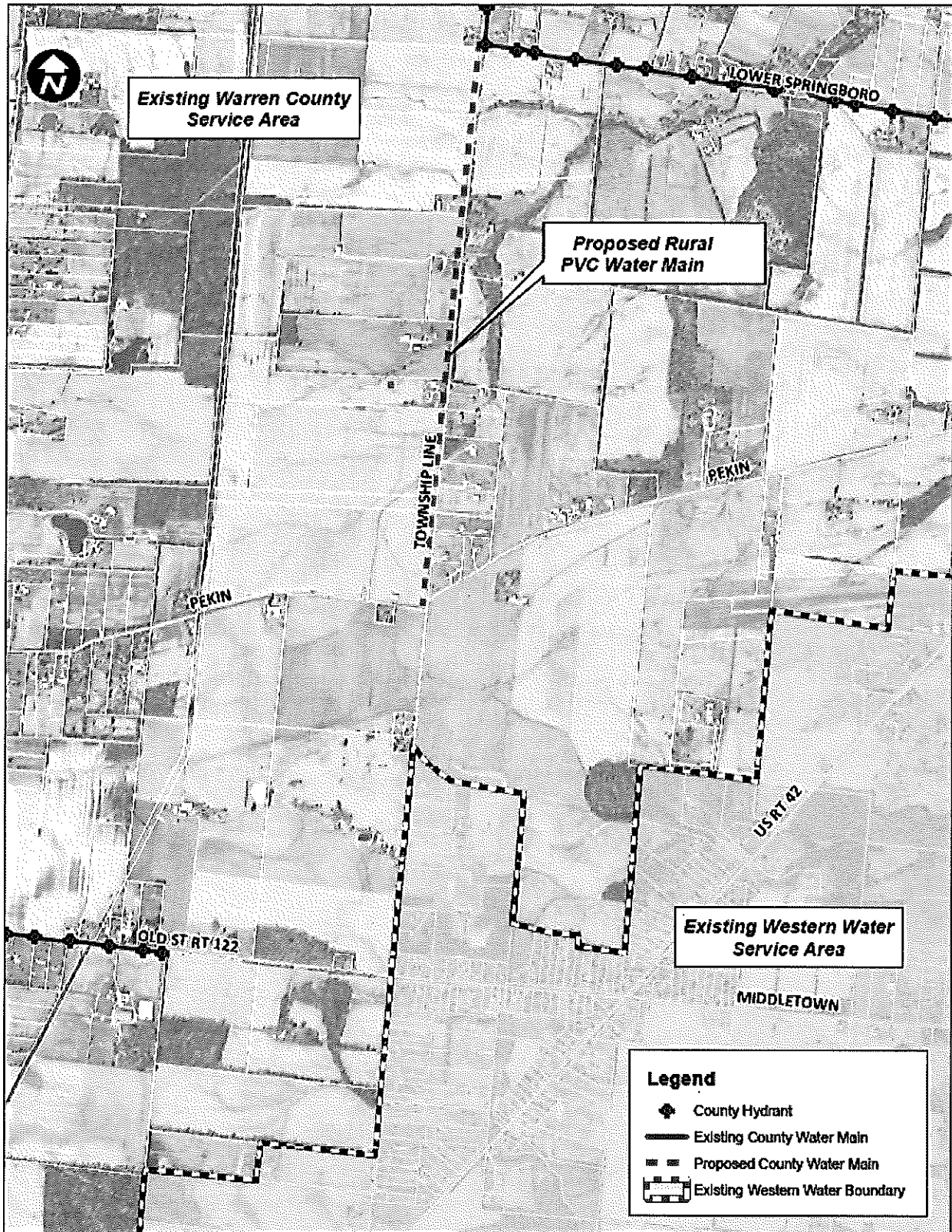
cc: Water/Sewer (file)
Project File

Township Line Road Water Main Extension Rural Water Main Extension

Description	Estimated Quantity	Unit	Unit Cost	Total Cost
Bonds & Insurance (1.5% Bond & 0.4% Insure)	1	LS	2.0%	\$2,000
Tree Removal & Clearing	1	LS	\$2,000	\$2,000
Mobilization	1	LS	\$3,000	\$3,000
Maintain Traffic	1	LS	\$2,000	\$2,000
Staking	1	LS	\$2,000	\$2,000
C900 PVC Pipe (Min 4-inch size)	6,200	LF	\$13.50	\$84,000
Concrete Encasement of waterline at creek crossing	90	LF	\$20.00	\$2,000
6-inch Valves	3	EA	\$1,000	\$3,000
Service Connections (Meter Pit, Corp Stop, Meter)	13	EA	\$400	\$6,000
Connections, Disinfection, & Testing	1	LS	\$1,000	\$1,000
Seeding & Mulching	6,889	SY	\$1.50	\$10,400
Driveway Restoration	7	EA	\$1,000	\$7,000
Contingency	1	LS	5%	\$6,000
Engineering				\$7,000
Easements	2	EA	\$ 500	\$1,000
TOTAL PROJECT COST				\$138,400
Petitioner Contribution	7	EA	\$5,780	\$40,460
Additional Residents (did not sign petition)	7	EA	\$5,780	\$40,460
FEES FROM NEW & FUTURE CUSTOMERS				\$80,920

PROJECT SCHEDULE:

Design	Spring 2020
Bidding	Summer 2020
Construction	Fall 2020
Completion	January 1, 2021



Township Line Road - Water Extension

PETITIONERS IN SUPPORT OF PROJECT:

10. The consents and agreements hereinabove contained shall be binding upon each of us and our respective legal representatives, heirs, devisees and assigns.

Name	Parcel Address	Email	Phone Number	Signature
STEPHEN FOLEY	5428 Township Line	PATRETIAGENTS.COM	937-414-6682	<i>Stephen Foley</i>
ERIC COX	5012 Township Line	ECox-1993@RDRPACIL.COM	513 968 9344	<i>E.A. Cox</i>
LAWRENCE WARREN	4868 Township Line	LAWRENKPA@YAHOO.COM	937-673-6186	<i>L. Warren</i>
TRAVIS SIDERS	5026 Township Line	TJSIDERS@GMAIL.COM	513 479 6562	<i>Travis</i>
BRIAN POND	3046 PEKIN	JR.POND@KODAK	932 414-7170	<i>Brian Pond</i>
Alan Weber	4924 Township Line	weber.alan@gmail.com	937 263 6818	<i>Alan Weber</i>
Mike Shuffler	5146 Township Line	MAS2122@YAHOO.COM	513 585-7823	<i>Mike Shuffler</i>

Resolution

Number 20-0389

Adopted Date March 10, 2020

ENTER INTO A TEMPORARY ENTRANCE AND WORK AGREEMENT WITH JEFFREY S. SCHRADIN, TRUSTEE OF THE JEFF SCHRADIN TRUST FOR THE BRIDGE REPLACEMENT PROJECT ON OVERBROOK AVENUE

WHEREAS, in order to improve the safety of Overbrook Avenue a bridge replacement project is to be constructed and in order to perform the work it is necessary to enter onto the property, parcel #16-10-228-001 located at 1000 Overbrook Avenue, Maineville, OH 45039 which is owned by Jeffrey S. Schradin, Trustee of the Jeff Schradin Trust, grantor; and

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

1. Trim and tree, and/or brush as necessary for construction of the project outside of existing right-of-way.
2. Access for placement of rock channel protection along the bridge abutments at stream banks.
3. Complete final grading of roadway shoulders and bridge abutments outside of the existing right-of-way.
4. 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 Jeffrey S. Schradin, for the Overbrook Avenue 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 – yea
Mr. Grossmann – yea
Mrs. Jones – yea

Resolution adopted this 10th day of March 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—Schradin, Jeffrey
Engineer (file)

TEMPORARY ENTRANCE AND WORK AGREEMENT

ARTICLES OF AGREEMENT

This agreement is entered into on the date stated below by Jeffrey S. Schradin, Trustee of the Jeff Schradin Trust, UTA dated August 4, 2014, whose tax mailing address is 1000 Overbrook Avenue, Maineville, Ohio 45039 (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 Overbrook Avenue a bridge replacement project is to be constructed. In order to construct the bridge it is necessary to enter onto property owned by Grantor. The subject real estate is located at 1000 Overbrook Avenue, Maineville, Ohio 45039, identified as Parcel #16-10-228-001. Grantee requests permission from Grantor to enter onto the said real estate for the purpose of completing the following items of work:

1. Trim any tree, and/or brush as necessary for construction of the project outside of existing right-of-way.
2. Access for placement of rock channel protection along the bridge abutments at stream banks.
3. Complete final grading of roadway shoulders and bridge abutments outside of the existing right-of-way.
4. 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 tree and brush trimming, 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 Overbrook Avenue Bridge #2080-0.02 Replacement Project or until December 31, 2020, whichever comes first.

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IN EXECUTION WHEREOF, Jeffrey S. Schradin, Trustee of the Jeff Schradin Trust, UTA dated August 4, 2014, the Grantor herein, have hereunto set his hand on the date stated below.

Grantors:

Signature: [Handwritten Signature]

Printed Name: Jeffrey S. Schradin

Title: Trustee of the Jeff Schradin Trust,

UTA dated August 4, 2014

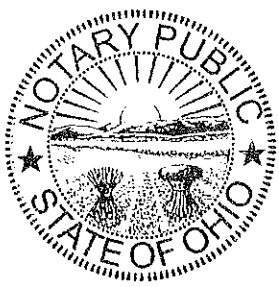
Date: 2/11/2020

STATE OF Ohio, COUNTY OF Warren, ss.

BE IT REMEMBERED, that on this 11 day of Feb, 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 Jeffrey S. Schradin, Trustee of The Jeff Schradin Trust, UTA dated August 4, 2014, being the Grantor in the foregoing Agreement, and pursuant to the powers and authority granted to him by the said Trust to execute this Agreement on behalf of Grantor, he did acknowledge 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.

[Handwritten Signature: Tracy L. Johnston]
Notary Public
My commission expires: 6/6/2022



TRACY L. JOHNSTON
Notary Public
State of Ohio
Commission Exp. 06/06/2022

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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 David Young, its vice president on the date stated below, pursuant to Resolution Number 20-0339 dated 3/10/2020

Grantee:

Signature: [Handwritten Signature]

Printed Name: David Young

Title: Vice-President

Date: 3/10/2020

STATE OF OHIO, WARREN COUNTY, ss.

BE IT REMEMBERED, that on this 10th day of March, 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 David Young, 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.

[Handwritten Signature]

Notary Public

My commission expires: 7/9/2023

Prepared by:

DAVID P. FORNSHELL,
PROSECUTING ATTORNEY
WARREN COUNTY, OHIO

By: [Handwritten Signature]

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



KIANA HAWK
NOTARY PUBLIC
STATE OF OHIO
Recorded in
Warren County
My Comm. Exp. 7/9/2023

Resolution

Number 20-0390

Adopted Date March 10, 2020

ENTER INTO A TEMPORARY ENTRANCE AND WORK AGREEMENT WITH ELMA F. HOLLIDAY, TRUSTEE OF THE ELMA F. HOLLIDAY TRUST FOR THE BRIDGE REPLACEMENT PROJECT ON OVERBROOK AVENUE

WHEREAS, in order to improve the safety of Overbrook Avenue a bridge replacement project is to be constructed and in order to perform the work it is necessary to enter onto the property, parcel #16-10-278-001 located at Overbrook Avenue, Maineville, OH 45039 which is owned by Elma F. Holliday, Trustee of the Elma F. Holliday Trust, grantor; and

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

1. Trim and tree, and/or brush as necessary for construction of the project outside of existing right-of-way.
2. Access for placement of rock channel protection along the bridge abutments at stream banks.
3. Complete final grading of roadway shoulders and bridge abutments outside of the existing right-of-way.
4. 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 Elma F. Holliday, for the Overbrook Avenue 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 – yea
Mr. Grossmann – yea
Mrs. Jones – yea

Resolution adopted this 10th day of March 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—Holliday, Elma F.
Engineer (file)

TEMPORARY ENTRANCE AND WORK AGREEMENT

ARTICLES OF AGREEMENT

This agreement is entered into on the date stated below by Elma F. Holliday, Trustee of The Elma F. Holliday Trust, UTA dated March 29, 2004, whose tax mailing address is 1064 Pamela Circle, Maineville, Ohio 45039 (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 Overbrook Avenue a bridge replacement project is to be constructed. In order to construct the bridge it is necessary to enter onto property owned by Grantor. The subject real estate is located at Overbrook Avenue, Maineville, Ohio 45039, identified as Parcel #16-10-278-001. Grantee requests permission from Grantor to enter onto the said real estate for the purpose of completing the following items of work:

1. Trim any tree, and/or brush as necessary for construction of the project outside of existing right-of-way.
2. Access for placement of rock channel protection along the bridge abutments at stream banks.
3. Complete final grading of roadway shoulders and bridge abutments outside of the existing right-of-way.
4. 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 tree and brush trimming, 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 Overbrook Avenue Bridge #2080-0.02 Replacement Project or until December 31, 2020, whichever comes first.

[the remainder of this page is blank]

IN EXECUTION WHEREOF, Elma F. Holliday, Trustee of The Elma F. Holliday Trust, UTA dated March 29, 2004, the Grantor herein, has hereunto set her hand on the date stated below.

Grantor:
Signature: Elma F. Holliday
Printed Name: Elma F. Holliday
Title: Trustee of the Elma F. Holliday Trust, UTA dated March 29, 2004
Date: February 25, 2020

STATE OF Ohio, COUNTY OF Hamilton, ss.

BE IT REMEMBERED, that on this 25 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 Elma F. Holliday, Trustee of The Elma F. Holliday Trust, UTA dated March 29, 2004, being the Grantor in the foregoing Agreement, and pursuant to the powers and authority granted to her by the said Trust to execute this Agreement on behalf of Grantor, she did acknowledge the signing thereof to be her voluntary act and deed.

IN TESTIMONY THEREOF, I have hereunto subscribed my name and affixed my seal on this day and year aforesaid.



MARY KATHLEEN WHITTINGTON
Notary Public, State of Ohio
My Comm. Expires 10-11-2021

Notary Public: Mary Kathleen Whittington
My commission expires: Oct 11, 2021

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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 David Yang, its vice-president on the date stated below, pursuant to Resolution Number 20-0390, dated 3/10/2020

Grantee:
Signature: [Signature]
Printed Name: David Yang
Title: Vice-President
Date: 3/10/2020

STATE OF OHIO, WARREN COUNTY, ss.

BE IT REMEMBERED, that on this 10th day of March, 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 David Yang, 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.



KIANA HAWK
NOTARY PUBLIC
STATE OF OHIO
Recorded in
Warren County
My Comm. Exp. 7/9/2023

Notary Public: [Signature]
My commission expires: 7/9/2023

Prepared by:

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) 695-2759
Email: Adam.Nice@co.warren.oh.us

Resolution

Number 20-0391

Adopted Date March 10, 2020

ENTER INTO AN ENGINEERING SERVICES CONTRACT WITH PALMER
ENGINEERING CO. ON BEHALF OF THE WARREN COUNTY ENGINEER

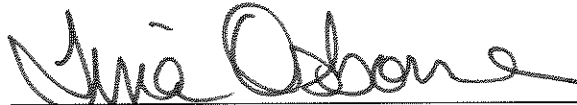
BE IT RESOLVED, to enter into an engineering services contract with Palmer Engineering Co.,
8350 E. Kemper Rd. Cincinnati, OH 45249 for engineering services for the Springboro Road
Bridge #41-2.49 and McClure Road Bridge #71-0.39 Rehabilitation Project; as attached hereto
and made a part hereof.

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

Resolution adopted this 10th day of March 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—Palmer Engineering Co.
Engineer (file)

**ENGINEERING SERVICES CONTRACT
FOR
SPRINGBORO ROAD BRIDGE #41-2.49 AND MCCLURE ROAD BRIDGE #71-0.39
REHABILITATION PROJECT**

THIS IS AN AGREEMENT made as of the date stated below, between The Warren County Board of County 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 Palmer Engineering Co., 8350 E. Kemper Road, Suite B, Cincinnati, Ohio 45249, a Corporation organized, duly licensed and existing under the laws of the State of Ohio for the practice of engineering, hereinafter referred to as the "ENGINEER."

COUNTY ENGINEER intends to rehabilitate Springboro Road Bridge #41-2.49 over Bull Run and McClure Road Bridge #71-0.39 over Turtle Creek and improve the roadway approaches at each bridge, hereinafter referred to as the "PROJECT."

OWNER and ENGINEER in consideration of their mutual covenants herein agree in respect of the performance of professional engineering services by ENGINEER and the payment for those services by OWNER as set forth below.

ENGINEER shall provide professional engineering services for COUNTY ENGINEER in all phases of the Project to which this Agreement applies, serve as COUNTY ENGINEER'S professional engineering representative for the Project as set forth below and shall give professional engineering consultation and advice to COUNTY ENGINEER during the performance of services hereunder.

SECTION 1 - BASIC SERVICES OF ENGINEER

1.1 General

- 1.1.1 ENGINEER shall perform professional services as hereinafter stated, which include customary civil, structural, and customary surveying services incidental thereto.
- 1.1.2 ENGINEER shall provide Construction Contract Plans to rehabilitate Springboro Road Bridge #41-2.49 and McClure Road Bridge #71-0.39 in order to improve the safety of each bridge and roadway.
- 1.1.3 ENGINEER shall provide any additional Professional Surveying Services necessary to complete the road designs.
- 1.1.4 ENGINEER shall perform Professional Surveying Services necessary to provide legal descriptions for any temporary and/or permanent easements.
- 1.1.5 ENGINEER shall prepare plans and perform tasks for the PROJECT in accordance with the scope of services and the ENGINEER'S fee proposal (letter dated February 14, 2020) each of which is attached and made a part of this contract and identified as Exhibit 1 and Exhibit 2 respectfully, hereinafter referred to as "Basic Services."

1.2 Preliminary Design Phase

After written authorization to proceed with the Preliminary Design Phase, ENGINEER shall:

- 1.2.1 In consultation with COUNTY ENGINEER determine the extent of the PROJECT; ENGINEER shall make recommendation of structure types.
- 1.2.2 Prepare preliminary design documents consisting of final design criteria, preliminary drawings and outline specifications.
- 1.2.3 Based on the information contained in the preliminary documents, submit a revised opinion of probable Project Costs.

- 1.2.4 Furnish two copies of the above preliminary design documents and present and review them in person with COUNTY ENGINEER.

1.3 Final Design Phase

After written authorization to proceed with the Final Design Phase, ENGINEER shall:

- 1.3.1 On the basis of the accepted preliminary design documents and the revised opinion of probable Project Costs, prepare Contract Construction Drawings to show the character and extent of the PROJECT, hereinafter called "Drawings and Specifications."
- 1.3.2 Advise COUNTY ENGINEER of any adjustments to the latest opinion of probable Project Costs caused by changes in extent or design requirements of the Project or Construction Costs and furnish a revised opinion of probable Project Costs based on Drawings and Specifications.
- 1.3.3 Furnish to the COUNTY ENGINEER, one (1) set of 22" x 34" Construction Contract Plans, one (1) set of 11" x 17" (half-size) copy of the plans and copies of the files on a compact disk.

SECTION 2 - ADDITIONAL SERVICES OF ENGINEER

- 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.
 - 2.1.1 Preparation of applications and supporting documents for governmental grants, loans or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effect on the design requirements of the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.
 - 2.1.2 Services resulting from significant changes in extent of the Project or its design including, but not limited to, changes in size, complexity, COUNTY ENGINEER'S schedule, or character of construction or method of financing; and revising previously accepted studies, reports, design documents or Contract Documents when such revisions are due to causes beyond ENGINEER's control.
 - 2.1.3 Providing renderings or models for COUNTY ENGINEER'S use.
 - 2.1.4 Preparing documents for alternate bids requested by COUNTY ENGINEER for Contractor(s)' work which is not executed or documents for out-of-sequence work.
 - 2.1.5 Investigations involving detailed consideration of operations, maintenance and overhead expenses; providing Value Engineering during the course of design; the preparation of feasibility studies, cash flow and economic evaluations, rate schedules and appraisals; assistance in obtaining financing for the Project; evaluating processes available for licensing and assisting COUNTY ENGINEER in obtaining process licensing; detailed quantity surveys of material, equipment and labor; and audits or inventories required in connection with construction performed by COUNTY ENGINEER.
 - 2.1.6 Furnishing the services of special consultants for other than the normal civil and structural engineering and normal architectural design incidental to the Project and providing data or services or types described in paragraph 3.3 when COUNTY ENGINEER authorizes ENGINEER to provide such data or services in lieu of furnishing the same in accordance with paragraph 3.3

- 2.1.7 Services in connection with change orders to reflect changes requested by COUNTY ENGINEER if the resulting change in compensation for Basic Services is not commensurate with the additional services rendered, services after the award to each contract in evaluating substitutions proposed by Contractor(s), and in making revisions to Drawings and Specifications occasioned thereby, and services resulting from significant delays, changes or price increases occurring as a direct or indirect result of material, equipment or energy shortages.
- 2.1.8 Services during out-of-town travel required of ENGINEER other than visits to the site as required by Section 1, as approved by COUNTY ENGINEER.
- 2.1.9 Preparing for COUNTY ENGINEER, on request, a set of reproducible record prints of Drawings showing those changes made during the construction process, based on the marked-up prints, drawings and other data furnished by Contractor(s) to ENGINEER and which ENGINEER considers significant.
- 2.1.10 Additional or extended services during construction made necessary by (1) work damaged by fire or other cause during construction, (2) a significant amount of defective or neglected work of Contractor(s), (3) prolongation of the contract time of any prime contract by more than sixty days, (4) acceleration of the progress schedule involving services beyond normal working hours, and (5) default by Contractor(s).
- 2.1.11 Preparation of operating and maintenance manual; protracted or extensive assistance in the utilization of any equipment or system (such as initial startup, testing adjusting and balancing); and training personnel for operation and maintenance.
- 2.1.12 Services after completion of the Final Construction Phase, such as inspections during any guarantee period and reporting observed discrepancies under guarantees called for in any contract for the Project.
- 2.1.13 Preparing to serve or serving as a consultant or witness for OWNER in any litigation, public hearing or other legal or administrative proceeding involving the Project (except as agreed to under Basic Services).
- 2.1.14 Additional service in connection with the Project, including services normally furnished by COUNTY ENGINEER and services not otherwise provided for in this agreement.

2.2 Resident Services During Construction.

- 2.2.1 If requested by COUNTY ENGINEER and approved by OWNER or recommended by ENGINEER and agreed to in writing by the parties, a Resident Project Representative will be furnished and will act as directed by ENGINEER in order to assist ENGINEER in observing performance of the work of Contractor(s). Such services will be paid as set forth in an Exhibit, which is to be identified, attached to and made a part of this Agreement before such services begin.
- 2.2.2 The duties and responsibilities and the limitations on the authority of the Resident Project Representative and assistants 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.
- 2.2.3 Through more extensive on-site observation of the work in progress and field checks of materials and equipment by the Resident Project Representative (if furnished) and assistants, ENGINEER shall endeavor to provide further protection for OWNER against defects and deficiencies in the work of Contractor(s); but the furnishing of such resident Project representation will not make ENGINEER responsible for construction means, methods, techniques, sequences or procedures or for safety precautions or programs, or for Contractor(s)' failure to perform their work in accordance with the Contract Documents.
- 2.2.4 If COUNTY ENGINEER designates another person to represent COUNTY ENGINEER at the Project site who is not ENGINEER's agent or employee, the duties, responsibilities and

limitations of authority of such other person and the effect thereof on the duties and responsibilities of ENGINEER under this Agreement will be set forth in an Exhibit that 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, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations.
- 3.2 Assist ENGINEER by placing at his/her disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of 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 restriction; and other special data or consultations not covered in Section 2; 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 Examine all studies, reports, sketches, Drawings, Specifications, proposals and other documents presented by ENGINEER, obtain advice of an attorney, insurance counselor and other consultants as OWNER and COUNTY ENGINEER deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of ENGINEER.
- 3.6 Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.
- 3.7 Provide such accounting, independent cost estimating and insurance counseling services as may be required for the Project, such legal services as may be required for the Project, such legal services as OWNER and COUNTY ENGINEER may require or ENGINEER may reasonably request with regard to legal issues pertaining to the Project including any that may be raised by Contractor(s), such auditing service as OWNER and COUNTY ENGINEER may require to ascertain how or for what purpose any Contractor(s) are complying with any law, rule or regulation applicable to their performance of the work.
- 3.8 Designate in writing the person or persons to act as COUNTY ENGINEER's representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define the COUNTY ENGINEER's policies and decisions with respect to materials, equipment, elements and systems pertinent to ENGINEER's services.
- 3.9 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 Contractor(s).
- 3.10 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.
- 3.11 Bear all costs incident 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 through completion of the Final Design Phase. ENGINEER's obligation to render services hereunder will extend for a period which may reasonably be required for the Preliminary Design Phase and Final Design Phase of the Project including extra work and required extensions thereto.
- 4.2 Upon written authorization from COUNTY ENGINEER, ENGINEER shall proceed with the performance of the services called for in the Preliminary Design Phase, and shall submit preliminary design documents and a revised opinion of probable Project Cost to the County Engineer.
- 4.3 After acceptance by COUNTY ENGINEER of the Preliminary Design Phase documents and opinion of probable Project Cost, indicating any specific modifications or changes in the extent of the Project desired by COUNTY ENGINEER, ENGINEER shall proceed with the performance of the services called for in the Final Design Phase and shall deliver Contract Construction Drawings and a revised opinion of probable Project Cost for all work of Contractor(s) on the Project within the stipulated period indicated in Section 7 - "Special Provisions, Exhibits and Schedules."
- 4.4 ENGINEER's services under the Preliminary Design Phase and Final Design Phase shall each be considered complete at the earlier of (1) the date when the submissions for that phase have been accepted by COUNTY ENGINEER or (2) thirty days after the date when such submissions are delivered to COUNTY ENGINEER for final acceptance, plus such additional time as may be considered reasonable for obtaining approval of governmental authorities having jurisdiction over design criteria applicable to the Project, unless within such period COUNTY ENGINEER gives notice to ENGINEER that the COUNTY ENGINEER does not accept the submission for such phase along with the reasons for such non-acceptance. In such case, services for such phase shall not be complete until the date COUNTY ENGINEER accepts the submissions for such phase.
- 4.5 ENGINEER'S services to be rendered thereunto shall be considered complete upon acceptance by COUNTY ENGINEER of the ENGINEER's Drawings, Specifications and other Final Design Phase documentation including the most recent opinion of probable Project Cost.
- 4.6 If COUNTY ENGINEER has requested significant modifications or changes in the extent of the Project, the time of performance of ENGINEER's services and his/her various rates of compensation shall be adjusted appropriately upon approval of OWNER.
- 4.7 If ENGINEER's services for design of the Project are delayed or suspended in whole or in part by COUNTY ENGINEER for more than three months for reasons beyond ENGINEER's control, ENGINEER shall on written demand to COUNTY ENGINEER (but without termination of this Agreement) be paid as provided in paragraph 5.3.2. If such delay or suspension extends for more than one year for reasons beyond ENGINEER's control, or if ENGINEER for any reason is required to render services more than one year after Substantial Completion, the various rates of compensation provided for elsewhere in this Agreement shall be subject to renegotiation.

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 for Project set forth in Section 1 hereof to the COUNTY ENGINEER for the rehabilitation of Springboro Road Bridge #41-2.49 over

Bull Run and McClure Road Bridge #71-0.39 over Turtle Creek, for a base fee of \$82,900.00 and a not-to-exceed fee of \$21,600.00 for additional contract services, only if authorized pursuant to Section 2 of this agreement, for a total not-to-exceed fee of \$104,500.00.

5.1.1.2 For Additional Services. OWNER shall pay ENGINEER for Additional Services rendered under Section 2 as set forth in an Exhibit, which is to be identified, 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 statements for Basic and Additional Services rendered. The statements will be based upon ENGINEER'S estimate of the proportion of the total services actually completed at the time of billing. OWNER shall make prompt monthly payments in response to ENGINEER'S monthly statements, EXCEPT as provided in Section 5.2.2.

5.2.2 The OWNER shall reimburse the ENGINEER for services included to a maximum of 90% of the total contract amount until such time as the final plan documents have been received and approved by the COUNTY ENGINEER. The Owner shall pay the final 10% of the contract amount upon final approval of the plans and documents.

5.3 Other Provisions Concerning Payments.

5.3.1 If OWNER fails to make any payment due ENGINEER for services and expenses within sixty days after receipt of ENGINEER'S statement therefore, ENGINEER may, after giving seven days written notice to OWNER, suspend services under this Agreement until he/she has been paid in full all amounts due for services and expenses.

5.3.2 In the event of termination by OWNER under paragraph 6.1 upon the completion of any phase of the Basic Services, progress payments due ENGINEER for all services satisfactorily rendered through such phase shall constitute total payment for such services.

5.3.3 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 customary and statutory benefits including, but not limited to, social security contributions, 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 OWNER for convenience upon seven days' written notice by certified mail, return receipt requested, and by either party upon seven 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.

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 Court of Common Pleas.

6.4 Successors and Assigns.

6.4.1 OWNER, COUNTY ENGINEER and ENGINEER each binds himself/herself and his/her 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/she may deem appropriate to assist him/her 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 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" or "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. 513-695-3301
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Palmer Engineering Co.
Attn: Bronson Funke, P.E.
8350 E. Kemper Road, Suite B
Cincinnati, Ohio 45249
Ph. 513-469-1600

6.12 Insurance

ENGINEER shall carry Comprehensive General Liability coverage or Professional Liability coverage with limits of \$1,000,000 Per Occurrence \$2,000,000 / Aggregate, with no interruption of coverage during the entire term of this Contract. ENGINEER further agrees that if any Comprehensive General Liability or Professional Liability coverage is 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. By endorsement to the Comprehensive General Liability, COUNTY ENGINEER shall be named as an additional insured with the same primary coverage as the principal insured – no policy of Comprehensive General Liability or Professional Liability coverage that provides only excess coverage for an additional insured is permitted. ENGINEER shall provide COUNTY ENGINEER with a certificate of insurance evidencing such coverage and conditions set forth herein, and shall provide thirty (30) days notice of cancellation or non-renewal to COUNTY ENGINEER. Such certificates shall provide that the insurer notify COUNTY ENGINEER in writing should any of the above described policies be canceled before the expiration date thereof, to be mailed by the insurer to the COUNTY ENGINEER not less than 30 days prior to said cancellation date. ENGINEER shall also deliver to the COUNTY ENGINEER, at least 15 days prior to the expiration date of each policy or policies (or of any renewal policy or policies), certificates for the renewal policies of the insurance coverage required herein. ENGINEER shall carry statutory worker's compensation insurance as required by law and shall provide COUNTY ENGINEER with certificates of insurance evidencing such coverage simultaneous with the execution of this Contract. Cancellation or non-renewal of insurance shall be grounds to terminate this Contract.

SECTION 7 - SPECIAL PROVISIONS, EXHIBITS and SCHEDULES

7.1 This Agreement is subject to the following special provisions:

7.1.1 ENGINEER shall furnish to COUNTY ENGINEER the required Contract Construction Drawing submittals per the attached schedule (Exhibit 2). In the event that the ENGINEER fails to furnish the required drawing submittals according to the attached schedule, the Board of Commissioners shall have the right to assess the ENGINEER liquidated damages in the amount of \$50.00 per day for each calendar day that the ENGINEER exceeds the schedule deadlines. Liquidated damages shall not be assessed for any delay caused by the OWNER and COUNTY ENGINEER.

7.2 The following Exhibits are attached to and made a part of this Agreement:

Exhibit 1 and Exhibit 2

7.3 In the event of any conflict or contradiction between any special provision, exhibits and schedules and the text of this Agreement, the terms, conditions and obligations of this Agreement shall be controlling.

SECTION 8 – ENTIRE AGREEMENT

This Agreement (consisting of pages 1 to 10 inclusive), together with the Exhibits and schedules identified above constitute the entire agreement between OWNER and ENGINEER and supersede all prior written or oral understandings. This Agreement and said Exhibits 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; (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.

SECTION 10 – EXECUTION

ENGINEER :

IN EXECUTION WHEREOF, Palmer Engineering Co. has caused this Agreement to be executed on the date stated below by DAVID LINDEMAN, its PRESIDENT, pursuant to a corporate Resolution authorizing such act.

PALMER ENGINEERING CO.

SIGNATURE: 

PRINTED NAME: DAVID LINDEMAN

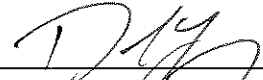
TITLE: PRESIDENT

DATE: 2/21/20

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 by David Young, its Vice president on the date stated below, pursuant to Resolution No. 20F-0391 dated 3/10/2020.

**WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS**

SIGNATURE: 

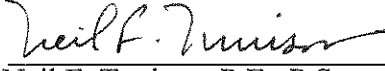
PRINTED NAME: David Young

TITLE: Vice President

DATE: 3/10/2020

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 Adam Nice, APA

AFFIDAVIT OF NON COLLUSION

STATE OF Kentucky
COUNTY OF Clark

I, DAVID LINDEMAN, holding the title and position of PRESIDENT at the firm Palmer Engineering Co., 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 21st day of February 20 20

Misty C. Allman
(Notary Public),

Clark County.

My commission expires March 18 20 20



EXHIBIT 1

WARREN COUNTY ENGINEER'S
SCOPE OF SERVICES

1. PROJECT IDENTIFICATION

Project Name: Springboro Road Bridge #41-2.49 Rehabilitation Project

Project Description: Bridge design for rehabilitation of the structure by replacing the bridge superstructure.

Signatures on Title Sheet: Warren County Engineer, 3 Warren County Commissioners, Consultant Designer

2. PROJECT LIMITS

Length Approximately: Springboro Road Bridge #41-2.49 – extending approximately 100 to 200 feet on each bridge approach or as recommended by Consultant

Additional Information: N/A

3. AGREEMENT BETWEEN PROFESSIONAL ENGINEER AND

State _____ County X City _____ Other _____

4. METHOD OF FINANCING

Type of Agreement: Lump Sum Base Fee plus Not-to-Exceed unit costs for “If Authorized” Items

Engineering: Warren County Engineer’s Office

Construction: Warren County Engineer’s Office, Possible other funding (unknown at this time)

5. WORK PHASES INCLUDED IN AGREEMENT

Phase A – Preliminary Design (Roadway – Line, Grade, & Typical) (Bridge – Type, Size, & Location)

Phase B – Final Design

6. PLAN SCALES

PLAN	<u>1” = 20’</u>	
PROFILE	<u>Hor. 1” = 20’</u>	<u>Vert. 1” = 5’</u>
CROSS SECTIONS	<u>Hor. 1” = 5’</u>	<u>Vert. 1” = 5’</u>

7. JOURNALIZED SPEED LIMIT

Road Name: Springboro Road - 55 MPH

8. TYPICAL SECTIONS/NUMBER OF LANES

Remarks: Springboro Road will remain at its current number of lanes.

Number of lanes 2 lanes width of lanes 10 feet

N/A inches of Item 304

8" inches of Item 301 PG64-22

1 1/2" inches of Item 441 Intermediate, Type 1, (448), PG 64-22

1 1/2" inches of Item 441 Surface, Type 1, (448), PG 64-22

Underdrains: YES _____ NO X Consultant to Recommend _____

Curbs: YES _____ NO X

Shoulders/Berms: YES X NO _____ Consultant to Recommend _____

Type: approx. 2 foot earth berm/graded shoulder on each side

Median: YES _____ NO X Consultant to Recommend _____

Guardrail: YES X NO _____ Type MGS Anchor Type E or recommend, Type T at drive locations

Clear Zone Grading: YES X NO _____

Fencing: YES _____ NO X

Lighting: YES _____ NO X Consultant to Recommend _____

9. ALIGNMENT

The existing alignment of Springboro Road shall be maintained.

10. PROFILE

Modify profile as needed based on the new superstructure.

11. SIGNING: YES X (possible) NO _____

Remarks: Salvage and reuse existing signs if in good condition. Replace if necessary.

12. SIGNALS: YES _____ NO X

Warrants: YES _____ NO X

13. STRIPING: YES NO

Type 642 Traffic Paint, Type 1 (Asphalt) and 646 Epoxy (Concrete Deck)

14. DELINEATION

Delineators: YES NO

RPMs: YES NO

15. DRAINAGE/ENVIRONMENTAL

Roadway Drainage Criteria: Hydraulic Analysis per Warren County Stormwater Regulations

Existing: Surface Closed

Proposed: Surface Closed

Remarks: 4:1 Slopes preferred; 2:1 Slopes Max., and 2 feet bottom rounded ditches.

Storm Water Pollution Prevention Plan: YES

NO (less than 1 acre disturbed)

Flood Plain Study Required: YES NO (if beam seat elevations are maintained)

Channel Change Study Required: YES NO

Flood Hazard Evaluation: YES NO

Risk Analysis: YES NO

Environmental: Since the project is a rehabilitation of the bridge, there is no plan for Federal Funding for the project, and there will not be any in stream work below the OHWM, there should not be any necessary permits and coordination with environmental agencies.

If Authorized Tasks: _____

16. BRIDGE CROSSINGS

Number of Bridges: (1) Springboro Road over Bull Run, Bridge #41-2.49

Design: Superstructure shall be designed to AASHTO LRFD Bridge Design Specification

Loading: HL93

Bridge Width (face to face of rails): 24' existing - 24' to 30' proposed (Consultant to evaluate)

Bridge Rail: YES NO Type TST

Interchanges: None

Cross Roads: None

Streams: Bull Run

Culverts: YES _____ NO _____ X _____

Remarks: _____

Alternates Required: YES _____ NO _____ X _____

Railroads: None

Railroad Location Plan: YES _____ NO _____ X _____

Pedestrian: None

Mass Transit: None

Remarks: Consultant to evaluate if a 30 ft wide composite concrete box beam superstructure can be utilized on the existing substructure.

17. Bikeways: YES _____ NO _____ X _____

Railroads: YES _____ NO _____ X _____

Mass Transit: YES _____ NO _____ X _____

Service Roads: YES _____ NO _____ X _____

18. RETAINING/NOISE WALLS:

Number of Retaining Walls: Unknown at this time

Type of Retaining Walls: _____ Consultant to Recommend X

Noise Walls: YES _____ NO _____ X _____

19. MAINTENANCE OF TRAFFIC

Maintenance of Traffic: Full closure of Springboro Road shall be allowed.

Maintenance of Pedestrian Traffic: YES _____ NO _____ X _____

Maintenance of Railroad Traffic: YES _____ NO _____ X _____

Detour Plan: YES X NO _____

Remarks: The posted detour for the bridge closure shall utilize Pekin Road, SR 48, Bunnell Hill Road, Lower Springboro Road, and Red Lion-Five Points Road.

21. UTILITIES:

Electric: Duke Energy

Gas: Enterprise Pipeline Gas

Communication: AT&T

Cable: Spectrum

Water: Warren County Water & Sewer

Professional Engineer must contact all Utility Companies and indicate all field-located, existing utility facilities (including house connections) on the plans prior to sending a survey crew to collect all of the raw data. If any utility company fails to locate their facilities, the Professional Engineer must inform the COUNTY ENGINEER. The COUNTY ENGINEER will then contact the utility company about locating their facilities prior to sending a survey crew into the field to collect all of the raw data. The Professional Engineer must display the field-located locations of each utility facility on the plans. If the field-located utility facilities are not shown on the plans, the Professional Engineer will send their survey crew back out into the field and collect the field-located utility data at the Professional Engineer's expense.

Professional Engineer shall also furnish all utilities with preliminary and final plans with a copy of all letters of transmittal sent to the County Engineer. Professional Engineer to submit copies of plans to all the utility companies for preliminary coordination and copies of the final plans to the utility companies when so directed by the COUNTY ENGINEER.

22. ESTIMATED QUANTITIES: YES _____ X _____ NO _____

Quantity Splits: YES _____ NO _____ X _____

23. CONSTRUCTION COST ESTIMATE: YES _____ X _____ NO _____

24. EXTENT OF FIELD SURVEYS: (1) Provide ex. R/W, proposed R/W & temp. R/W staking to establish the R/W and to aid in R/W acquisition. (provide "Not to Exceed" unit price per parcel – if authorized) (2) Professional Engineer shall provide in proposal a "Not to Exceed" unit price for a Dedication Plat and a Survey Record including setting new Property Corners and Monuments in case the right-of-way is acquired in fee simple. (provide unit price per parcel – if authorized) (3) The Warren County Engineer prefers to acquire permanent R/W by perpetual easement, unless requested otherwise by the property owner. If permanent R/W is acquired by perpetual easement the work described in Item (2) will not be required. (4) Depict all trees and large bushes on the plans individually.

Professional Engineer

Main Road Alignment	(X)	
Main Road Profile	(X)	
Side Road Alignment	()	
Side Road Profile	()	
Aerial Control	()	
Reference Points & Bench Marks	(X)	
State Plane Coordinates	(X)	
Alignment & Profile of Driveways	(X)	
Cross Sections	(X)	
Pavement Salvage Sections	()	
Channel Cross Sections	()	
Drainage Survey	()	Not required if bridge beam seat elevations are maintained
Topo Identification	(X)	
Utilities	(X)	
Pavement Cores	()	
Geotechnical Boring Staking	()	
Property Corners and Monuments	(X)	To be set after construction if authorized
Right-of-Way Staking	(X)	As stated in item # 24 (1) above

25. RIGHT-OF-WAY AND EASEMENTS:

Professional Engineer

Property Map	()	
Centerline Plat	()	
Courthouse Research	(X)	Research for existing R/W shall go back to original deed for each parcel in the project
Right-of-Way Plan sheets	()	Show existing and proposed R/W on plan sheets (Don't need separate R/W plans)
R/W Summary	()	
Permanent & Temporary R/W Legal Descriptions	(X)	<u>(Provide "Not to Exceed" unit price per legal description)</u>
Exhibits for each Legal Description	(X)	Drawings of R/W area on 8 ½" x 11" paper

(Provide "Not to Exceed unit price per exhibit)

Dedication Plat(s) or Survey Record(s) (X) As necessary – see item #24 (2)

Approximate Number of Property Owners 0-2

Remarks: Consultants shall notify residents regarding survey (data collection) via letter. Consultants will provide a 2 week window in which the survey (data collection) will be done.

If bearings and/or distances in the proposed legal descriptions differ from the recorded deed, the proposed legal description shall include references to the existing right-of-way lines, centerline, property line etc.

26. TRAFFIC DATA:

State _____ County _____ X Professional Engineer _____

Remarks: This section of Springboro Road has an ADT of approximately 1,500 vpd.

27. GEOTECHNICAL/SUBSURFACE INVESTIGATION:

State _____ County _____ Professional Engineer _____ Other _____

Remarks: Not required since utilizing existing concrete abutments.

28. PRIOR STUDIES:

None

29. PUBLIC HEARINGS/INFORMATIONAL MEETINGS:

Type of Hearing Required: N/A

Professional Engineer's Responsibility: N/A

Exhibits: N/A

30. Engineering Agreement will be an itemized contract.

31. Professional Engineer to provide all office and field work to a) prepare final construction plans, b) write general and special notes, c) calculate quantities, and d) determine existing right-of-way, easement and property lines.
32. With submission of proposal, Professional Engineer shall submit a tentative time of completion for final plan filing following authorization to proceed.
33. Professional Engineer to indicate Property Owner Name, House Number, Parcel ID, and Official Record and Page on the plan sheets.
34. Professional Engineer is to adequately mark the baseline and/or centerline in the field. The points set in the field shall be shown on the plans. At a minimum, the points to be marked in the field shall be located at one hundred (100) foot intervals. The PC, PI and PT of each curve shall also be marked or referenced. As required, the points to be witnessed in the field shall be witnessed from a MINIMUM of three (3) points, located outside of the work limits. Where the Professional Engineer has established and utilized a baseline, instead of the centerline, the Professional Engineer **MUST** show on the plans the relationship between the baseline marked in the field and the centerline.

The construction plans and the right-of-way items are to be referenced to the **STATE PLANE COORDINATE** system. This will require that **STATE PLANE COORDINATES** be shown on the plans for the PC, PI and PT for each curve, all angle points, termination points, and reference points. This will be applicable to proposed right-of-way lines, permanent easement lines, proposed centerline and/or baseline. The Professional Engineer should contact the Project Manager to obtain the information regarding the nearest established benchmark.

35. Where the Scope of Service includes cross-sections, the sections are to be taken every twenty five (25) feet and, if Aerial Method is utilized, are to be field checked every three hundred (300) feet. Critical driveway profiles to be plotted at a scale of 1" = 2' (Horizontal and Vertical). The **location and approximate depth of underground utilities**, i.e. storm sewers, sanitary sewers, gas lines and water lines, shall also be shown on the **Cross-sections**.

36. Where the Scope of Service includes pavement salvage sections, the pavement is to be salvaged to the greatest extent possible. Pavement salvage sections are to be plotted at a scale of 1" = 5' (Horizontal) and 1" = 5' (Vertical).

37. Existing drainage systems to be evaluated as to condition and capacity. Existing systems are to be modified and/or new systems to be installed as required by the proposed improvements.

Wherever possible, the Professional Engineer shall complete a **VISUAL INSPECTION** of the existing conduits so as to determine the type and condition of the conduit. This shall mean that, as a minimum, the existing conduits are to be visually checked at the inlet or outlet end and at each catch basin, manhole, or other junction point.

38. Along with the **FINAL** submission of the project plans and documents, the Professional Engineer shall furnish to the Engineer a copy of **ALL** field notes; a listing of point coordinates and point descriptions for **ALL** points on the existing **AND** proposed centerline, baseline and right-of-way line; a closure for **EACH** easement or right-of-way take; and a copy of **ALL** quantity calculations.

39. The Construction plans are to be stamped and signed by a Professional Engineer, registered in the State of Ohio. The Right-of-Way plans are to be stamped and signed by a Professional Surveyor, registered in the State of Ohio.

40. The Professional Engineer shall furnish to the Engineer a load rating report for the bridge analyzed by the Load and Resistance Factor Rating (LRFR) method in accordance with the AASHTO Manual for Bridge Evaluation and the ODOT Bridge Design Manual (BDM). The bridge load rating report shall include a current ODOT BR100 Summary that is stamped, signed, and dated by a Professional Engineer. The report shall provide the safe load capacity for the HL-93 design vehicle, the four Ohio legal trucks (2F1, 3F1, 4F1, 5C1), the four specialized hauling vehicles (SU4, SU5, SU6, SU7) and the two emergency vehicles (EV2, EV3).

41. All final plats to be in ink on high quality mylar copies and shall be 24" x 36" in size. All final plans shall be 22"x34" (full size) and 11"x17" (½ size) with Professional Engineer stamp and signature in PDF format. One full size and ½ size plan set shall be submitted on plain paper.

42. The plans shall be prepared with a computer-aided design and/or drafting system (CAD), and the Professional Engineer shall furnish to the Engineer a computer disk or disks containing all the project information. The computer-aided (CAD) files shall be submitted in a format compatible with "AutoCAD".

The Professional Engineer shall also furnish to the Engineer a computer disk or disks containing all the project information, including the notes, general summary of quantities, calculations, correspondence letters, descriptions, and any other related items, in a format compatible with "Microsoft Word" and "Microsoft Excel".

The Professional Engineer shall agree to all requirements listed in this Scope of Services. The Professional Engineer must state any objections, exceptions and/or changes prior to the signing of the Engineering Services Contract.

Professional Engineer Name: Palmer Engineering
Address: 8350 E. Kemper Road, Suite B
Cincinnati, Ohio 45249
Phone: (513) 469-1600

WARREN COUNTY ENGINEER'S
SCOPE OF SERVICES

1. PROJECT IDENTIFICATION

Project Name: McClure Road Bridge #71-0.39 Rehabilitation Project

Project Description: Bridge design for rehabilitation of the structure by replacing the bridge superstructure.

Signatures on Title Sheet: Warren County Engineer, 3 Warren County Commissioners, Consultant Designer

2. PROJECT LIMITS

Length Approximately: McClure Road Bridge #71-0.39 – extending approximately 100 to 200 feet on each bridge approach or as recommended by Consultant

Additional Information: N/A

3. AGREEMENT BETWEEN PROFESSIONAL ENGINEER AND

State _____ County X City _____ Other _____

4. METHOD OF FINANCING

Type of Agreement: Lump Sum Base Fee plus Not-to-Exceed unit costs for "If Authorized" Items

Engineering: Warren County Engineer's Office

Construction: Warren County Engineer's Office, Possible other funding (unknown at this time)

5. WORK PHASES INCLUDED IN AGREEMENT

Phase A – Preliminary Design (Roadway – Line, Grade, & Typical) (Bridge – Type, Size, & Location)

Phase B – Final Design

6. PLAN SCALES

PLAN	<u>1" = 20'</u>	_____
PROFILE	<u>Hor. 1" = 20'</u>	<u>Vert. 1" = 5'</u>
CROSS SECTIONS	<u>Hor. 1" = 5'</u>	<u>Vert. 1" = 5'</u>

7. JOURNALIZED SPEED LIMIT

Road Name: McClure Road - 40 MPH

8. TYPICAL SECTIONS/NUMBER OF LANES

Remarks: McClure Road will remain at its current number of lanes.

Number of lanes 2 lanes width of lanes varies 10 to 10.5 feet

N/A inches of Item 304

8" inches of Item 301 PG64-22

2" inches of Item 441 Surface, Type 1, (448), PG 64-22

Underdrains: YES _____ NO X Consultant to Recommend _____

Curbs: YES _____ NO X

Shoulders/Berms: YES X NO _____ Consultant to Recommend _____

Type: approx. 2 foot earth berm/graded shoulder on each side

Median: YES _____ NO X Consultant to Recommend _____

Guardrail: YES X NO _____ Type MGS Anchor Type E or recommend, Type T at drive locations

Clear Zone Grading: YES _____ X NO _____

Fencing: YES _____ NO X

Lighting: YES _____ NO X Consultant to Recommend _____

9. ALIGNMENT

The existing alignment of McClure Road shall be maintained.

10. PROFILE

Modify profile as needed based on the new superstructure.

11. SIGNING: YES _____ X NO _____

Remarks: Salvage and reuse existing signs if in good condition. Replace if necessary.

12. SIGNALS: YES _____ NO X

Warrants: YES _____ NO X

13. STRIPING: YES NO

Type 642 Traffic Paint, Type 1 (Asphalt) and 646 Epoxy (Concrete Deck)

14. DELINEATION

Delineators: YES NO

RPMs: YES NO

15. DRAINAGE/ENVIRONMENTAL

Roadway Drainage Criteria: Hydraulic Analysis per Warren County Stormwater Regulations

Existing: Surface Closed

Proposed: Surface Closed

Remarks: 4:1 Slopes preferred; 2:1 Slopes Max., and 2 feet bottom rounded ditches.

Storm Water Pollution Prevention Plan: YES

NO (less than 1 acre disturbed)

Flood Plain Study Required: YES NO (if beam seat elevations are maintained)

Channel Change Study Required: YES NO

Flood Hazard Evaluation: YES NO

Risk Analysis: YES NO

Environmental: Since the project is a rehabilitation of the bridge, there is no plan for Federal Funding for the project, and there will not be any in stream work below the OHWM, there should not be any necessary permits and coordination with environmental agencies.

If Authorized Tasks: _____

16. BRIDGE CROSSINGS

Number of Bridges: (1) McClure Road over Turtle Creek, Bridge #71-0.39

Design: Superstructure shall be designed to AASHTO LRFD Bridge Design Specification

Loading: HL93

Bridge Width (face to face of rails): 24' existing - 24' proposed

Bridge Rail: YES NO Type DBR or TST based on ODOT Rail Selection

Interchanges: None

Cross Roads: None

Streams: Turtle Creek

Culverts: YES NO (2 road culverts and 1 field drive pipe near the bridge)

Remarks: _____

Alternates Required: YES _____ NO

Railroads: None _____

Railroad Location Plan: YES _____ NO

Pedestrian: None _____

Mass Transit: None _____

Remarks: Consultant to verify that a 24 ft composite concrete box beam superstructure can be utilized on the existing substructure.

17. Bikeways: YES _____ NO

Railroads: YES _____ NO

Mass Transit: YES _____ NO

Service Roads: YES _____ NO

18. RETAINING/NOISE WALLS:

Number of Retaining Walls: Unknown at this time

Type of Retaining Walls: _____ Consultant to Recommend

Noise Walls: YES _____ NO

19. MAINTENANCE OF TRAFFIC

Maintenance of Traffic: Full closure of McClure Road shall be allowed.

Maintenance of Pedestrian Traffic: YES _____ NO

Maintenance of Railroad Traffic: YES _____ NO

Detour Plan: YES NO _____

Remarks: The posted detour for the bridge closure shall utilize SR 63, Glosser-Richardson Road, and US 42.

21. UTILITIES:

Electric: Duke Energy & Lebanon Electric

Communication: Cincinnati Bell & CenturyLink

Cable: Spectrum

Water: Warren County Water & Sewer & Lebanon Water

Professional Engineer must contact all Utility Companies and indicate all field-located, existing utility facilities (including house connections) on the plans prior to sending a survey crew to collect all of the raw data. If any utility company fails to locate their facilities, the Professional Engineer must inform the COUNTY ENGINEER. The COUNTY ENGINEER will then contact the utility company about locating their facilities prior to sending a survey crew into the field to collect all of the raw data. The Professional Engineer must display the field-located locations of each utility facility on the plans. If the field-located utility facilities are not shown on the plans, the Professional Engineer will send their survey crew back out into the field and collect the field-located utility data at the Professional Engineer's expense.

Professional Engineer shall also furnish all utilities with preliminary and final plans with a copy of all letters of transmittal sent to the County Engineer. Professional Engineer to submit copies of plans to all the utility companies for preliminary coordination and copies of the final plans to the utility companies when so directed by the COUNTY ENGINEER.

22. ESTIMATED QUANTITIES: YES _____ X _____ NO _____

Quantity Splits: YES _____ NO _____ X _____

23. CONSTRUCTION COST ESTIMATE: YES ___ X ___ NO _____

24. EXTENT OF FIELD SURVEYS: (1) Provide ex. R/W, proposed R/W & temp. R/W staking to establish the R/W and to aid in R/W acquisition. (provide "Not to Exceed" unit price per parcel – if authorized) (2) Professional Engineer shall provide in proposal a "Not to Exceed" unit price for a Dedication Plat and a Survey Record including setting new Property Corners and Monuments in case the right-of-way is acquired in fee simple. (provide unit price per parcel – if authorized) (3) The Warren County Engineer prefers to acquire permanent R/W by perpetual easement, unless requested otherwise by the property owner. If permanent R/W is acquired by perpetual easement the work described in Item (2) will not be required. (4) Depict all trees and large bushes on the plans individually.

Professional Engineer

Main Road Alignment	(X)	
Main Road Profile	(X)	
Side Road Alignment	()	
Side Road Profile	()	
Aerial Control	()	
Reference Points & Bench Marks	(X)	
State Plane Coordinates	(X)	
Alignment & Profile of Driveways	(X)	
Cross Sections	(X)	
Pavement Salvage Sections	()	
Channel Cross Sections	()	
Drainage Survey	()	Not required if bridge beam seat elevations are maintained
Topo Identification	(X)	
Utilities	(X)	
Pavement Cores	()	
Geotechnical Boring Staking	()	
Property Corners and Monuments	(X)	To be set after construction if authorized
Right-of-Way Staking	(X)	As stated in item # 24 (1) above

25. RIGHT-OF-WAY AND EASEMENTS:

Professional Engineer

Property Map	()	
Centerline Plat	()	
Courthouse Research	(X)	Research for existing R/W shall go back to original deed for each parcel in the project
Right-of-Way Plan sheets	()	Show existing and proposed R/W on plan sheets (Don't need separate R/W plans)
R/W Summary	()	
Permanent & Temporary R/W Legal Descriptions	(X)	<u>(Provide "Not to Exceed" unit price per legal description)</u>
Exhibits for each Legal Description	(X)	Drawings of R/W area on 8 ½" x 11" paper

(Provide "Not to Exceed unit price per exhibit)

Dedication Plat(s) or Survey Record(s) (X) As necessary – see item #24 (2)

Approximate Number of Property Owners 0-2

Remarks: Consultants shall notify residents regarding survey (data collection) via letter. Consultants will provide a 2 week window in which the survey (data collection) will be done.

If bearings and/or distances in the proposed legal descriptions differ from the recorded deed, the proposed legal description shall include references to the existing right-of-way lines, centerline, property line etc.

26. TRAFFIC DATA:

State _____ County _____ X Professional Engineer _____

Remarks: This section of McClure Road has an ADT of approximately 400 vpd.

27. GEOTECHNICAL/SUBSURFACE INVESTIGATION:

State _____ County _____ Professional Engineer _____ Other _____

Remarks: Not required since utilizing existing concrete abutments.

28. PRIOR STUDIES:

None

29. PUBLIC HEARINGS/INFORMATIONAL MEETINGS:

Type of Hearing Required: N/A

Professional Engineer's Responsibility: N/A

Exhibits: N/A

30. Engineering Agreement will be an itemized contract.

31. Professional Engineer to provide all office and field work to a) prepare final construction plans, b) write general and special notes, c) calculate quantities, and d) determine existing right-of-way, easement and property lines.
32. With submission of proposal, Professional Engineer shall submit a tentative time of completion for final plan filing following authorization to proceed.
33. Professional Engineer to indicate Property Owner Name, House Number, Parcel ID, and Official Record and Page on the plan sheets.
34. Professional Engineer is to adequately mark the baseline and/or centerline in the field. The points set in the field shall be shown on the plans. At a minimum, the points to be marked in the field shall be located at one hundred (100) foot intervals. The PC, PI and PT of each curve shall also be marked or referenced. As required, the points to be witnessed in the field shall be witnessed from a MINIMUM of three (3) points, located outside of the work limits. Where the Professional Engineer has established and utilized a baseline, instead of the centerline, the Professional Engineer **MUST** show on the plans the relationship between the baseline marked in the field and the centerline.

The construction plans and the right-of-way items are to be referenced to the **STATE PLANE COORDINATE** system. This will require that **STATE PLANE COORDINATES** be shown on the plans for the PC, PI and PT for each curve, all angle points, termination points, and reference points. This will be applicable to proposed right-of-way lines, permanent easement lines, proposed centerline and/or baseline. The Professional Engineer should contact the Project Manager to obtain the information regarding the nearest established benchmark.

35. Where the Scope of Service includes cross-sections, the sections are to be taken every twenty five (25) feet and, if Aerial Method is utilized, are to be field checked every three hundred (300) feet. Critical driveway profiles to be plotted at a scale of 1" = 2' (Horizontal and Vertical). The **location and approximate depth of underground utilities**, i.e. storm sewers, sanitary sewers, gas lines and water lines, shall also be shown on the **Cross-sections**.

36. Where the Scope of Service includes pavement salvage sections, the pavement is to be salvaged to the greatest extent possible. Pavement salvage sections are to be plotted at a scale of 1" = 5' (Horizontal) and 1" = 5' (Vertical).

37. Existing drainage systems to be evaluated as to condition and capacity. Existing systems are to be modified and/or new systems to be installed as required by the proposed improvements.

Wherever possible, the Professional Engineer shall complete a **VISUAL INSPECTION** of the existing conduits so as to determine the type and condition of the conduit. This shall mean that, as a minimum, the existing conduits are to be visually checked at the inlet or outlet end and at each catch basin, manhole, or other junction point.

38. Along with the **FINAL** submission of the project plans and documents, the Professional Engineer shall furnish to the Engineer a copy of **ALL** field notes; a listing of point coordinates and point descriptions for **ALL** points on the existing **AND** proposed centerline, baseline and right-of-way line; a closure for **EACH** easement or right-of-way take; and a copy of **ALL** quantity calculations.

39. The Construction plans are to be stamped and signed by a Professional Engineer, registered in the State of Ohio. The Right-of-Way plans are to be stamped and signed by a Professional Surveyor, registered in the State of Ohio.

40. The Professional Engineer shall furnish to the Engineer a load rating report for the bridge analyzed by the Load and Resistance Factor Rating (LRFR) method in accordance with the AASHTO Manual for Bridge Evaluation and the ODOT Bridge Design Manual (BDM). The bridge load rating report shall include a current ODOT BR100 Summary that is stamped, signed, and dated by a Professional Engineer. The report shall provide the safe load capacity for the HL-93 design vehicle, the four Ohio legal trucks (2F1, 3F1, 4F1, 5C1), the four specialized hauling vehicles (SU4, SU5, SU6, SU7) and the two emergency vehicles (EV2, EV3).

41. All final plats to be in ink on high quality mylar copies and shall be 24" x 36" in size. All final plans shall be 22"x34" (full size) and 11"x17" (½ size) with Professional Engineer stamp and signature in PDF format. One full size and ½ size plan set shall be submitted on plain paper.

42. The plans shall be prepared with a computer-aided design and/or drafting system (CAD), and the Professional Engineer shall furnish to the Engineer a computer disk or disks containing all the project information. The computer-aided (CAD) files shall be submitted in a format compatible with "AutoCAD".

The Professional Engineer shall also furnish to the Engineer a computer disk or disks containing all the project information, including the notes, general summary of quantities, calculations, correspondence letters, descriptions, and any other related items, in a format compatible with "Microsoft Word" and "Microsoft Excel".

The Professional Engineer shall agree to all requirements listed in this Scope of Services. The Professional Engineer must state any objections, exceptions and/or changes prior to the signing of the Engineering Services Contract.

Professional Engineer Name: Palmer Engineering
Address: 8350 E. Kemper Road, Suite B
Cincinnati, Ohio 45249
Phone: (513) 469-1600

EXHIBIT 2



February 14, 2020

Mr. Neil Tunison, P.E, P.S.
Warren County Engineer
210 W Main Street
Lebanon, Ohio 45036

Re: ENGINEERING FEE PROPOSAL – Springboro Road (#41-2.49) and McClure Road (#71-0.39) Bridge Rehabilitation Projects

Attn: Mr. Roy Henson, P.E.

Dear Mr. Henson:

Thank you for requesting the assistance of Palmer Engineering in improving the infrastructure of Warren County. The fee stated below is based on our review of the scope of services, our discussions, and the information provided by the County.

Springboro Road Bridge #41-2.49 ---	\$37,300
McClure Road Bridge #71-0.39 ---	<u>\$45,600</u>
TOTAL	\$82,900

Right of Way plans, if needed, can be based on the following per parcel costs:

Exhibits ---	\$1,500
Legals ---	\$1,000
Dedication Plat ---	\$4,200
Right of Way Staking ---	\$1,900

Thank you again for considering the services of Palmer Engineering. We look forward to successful completion of these projects.

Sincerely,

A handwritten signature in black ink, appearing to read 'Bronson Funke', is written over a faint, larger version of the same signature.

Bronson Funke, P.E.
Project Manager

PROJECT SCHEDULE - WARREN COUNTY ENGINEER'S OFFICE

Project: WAR-CR0041-0249
 WAR-TR0071-0039
 PID: NA

Date: 2/17/2020

County Project Manager: Roy Henson, PE

Authorization Date: 4/1/2020

Completion Date: 11/17/20

Tax ID #
 Consultant: Palmer Engineering
 8350 E Kemper Road, Ste B
 Cincinnati, Ohio 45249

OVERALL % COMPLETE 0%

Submittals	Days from Authorization	Scheduled Submittal	Actual Submittal	Review Time	Actual Review	Scheduled Approval	Actual Approval
Authorization To Proceed		04/01/20					
Submit Stage 1 Plans	68	06/08/20		30	0	07/08/20	
Submit Stage 3 Plans	167	09/15/20		31	0	10/16/20	
Stage Final Tracings and Estimate	230	11/17/20					

Are you on schedule Yes No (If NO, explain in Problem Areas / Critical Items)

A. Items Accomplished:

B. Items Anticipated Next Month:

C. Problem Areas / Critical Items:

D. Any Modifications or schedule changes needed?

Yes No

If yes reason for:

Resolution

Number 20-0392

Adopted Date March 10, 2020

TRANSFER ONE 2007 F-450 SUPER DUTY PICKUP TRUCK AND A BUCKET LIFT ETI BEING UTILIZED BY THE WARREN COUNTY ENGINEER TO THE HARLAN TOWNSHIP TRUSTEES

WHEREAS, the Warren County Engineer utilizes one 2007 F-450 Super Duty Pickup Truck and a Bucket Lift ETI that is no longer needed; and

WHEREAS, Harlan Township is in need of said vehicle; and

NOW THEREFORE BE IT RESOLVED, to transfer the Pickup Truck and Bucket Lift ETI listed below to the Harlan Township Trustees for a sum of \$1.00.

- 2007 F-450 Super Duty Pickup Truck, VIN# 1FDXF46P97EA14173
- Bucket Lift ETI, model #ETC37IH serial number 0706C74411

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

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

Resolution adopted this 10th day of March 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Engineer (file)
Harlan Township
Title Transfer file
Osborne, Tina
B. Quillen – Auditor's Office

Resolution

Number 20-0393

Adopted Date March 10, 2020

ENTER INTO AN AGREEMENT WITH THE DREES COMPANY FOR FEE IN LIEU OF CONSTRUCTING A RIGHT TURN LANE ON COLUMBIA ROAD AT DAVIS ROAD AND A RIGHT TURN LANE ON DAVIS ROAD AT COLUMBIA ROAD AS REQUIRED FOR THE DEVELOPMENT OF LEGACY AT ELLIOT FARMS

WHEREAS, The Drees Company (hereinafter Drees) is required to make certain improvements as determined by the Legacy at Elliot Farms (hereinafter referred to as Development) traffic impact study, including the creation of a new right turn lane on Columbia Rd at Davis and a right turn lane on Davis Road at Columbia are required near the intersection of Davis Road and Columbia Road adjacent to the Development; and

WHEREAS, the County Engineer, after reviewing the traffic impact study, determined that a new right turn lane on Columbia Rd at Davis and a right turn lane on Davis Road at Columbia are required near the intersection of Davis Road and Columbia Road adjacent to Legacy at Elliott Farm, (hereinafter referred to as PRIVATE IMPROVEMENTS). The scope of work for the Private Improvements is described on Exhibit "A" attached hereto and made a part hereof; and

WHEREAS, The Drees Company would normally be required to construct the Private Improvements in conjunction with the improvements proposed to be made as part of the Development; and

WHEREAS, the County Engineer has determined that a public improvement project should be designed and constructed at the intersection of Columbia and Davis Roads (hereinafter referred to as the PUBLIC IMPROVEMENT PROJECT); and

WHEREAS, the County Engineer and The Drees Company agree that the Private Improvements should be constructed as part of the Public Improvement Project in order to minimize the impact to Columbia and Davis Roads; and

NOW THEREFORE BE IT RESOLVED, that this Board enters into a funding agreement, attached hereto and made a part hereof, stipulating that the Board will receive \$120,173.18 from The Drees Company in lieu of constructing a right turn lane on Columbia Road at Davis and a right turn lane on Davis Road at Columbia that are required near the intersection of Davis Road and Columbia Road adjacent to Legacy at Elliott Farm; and


BE IT FURTHER RESOLVED, that the total amount of \$120,713.18 will be received by Warren County 30 days prior to the start of the construction of the Public Improvement 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 – yea
Mr. Grossmann – yea
Mrs. Jones – yea

Resolution adopted this 10th day of March 2020.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: c/a – The Drees Company
Engineer (file)

**LEGACY AT ELLIOTT FARM SUBDIVISION
FUNDING AGREEMENT (FEE IN LIEU OF) FOR DAVIS ROAD AND
COLUMBIA ROAD IMPROVEMENTS**

This Agreement made and entered into by and between the Board of Warren County Commissioners, 406 Justice Drive, Lebanon, Ohio 45036 hereinafter referred to as WARREN COUNTY, (on behalf of the Warren County Engineer, hereinafter referred to as the COUNTY ENGINEER), and The Drees Company, a Kentucky corporation, with a mailing address of 211 Grandview Dr., Fort Mitchell, Kentucky 41017 (hereinafter referred to as "DREES"), acting as developer of the Subdivision located in Deerfield Township, Warren County, Ohio, hereinafter referred to as the DEVELOPMENT.

WITNESSETH:

WHEREAS, upon review of the DEVELOPMENT traffic impact study, the COUNTY ENGINEER determined that a right turn lane on Columbia Road at Davis Road, a right turn lane on Davis Road at Columbia Road and other improvements, hereinafter referred to as private improvements, are required near the intersection of Davis Road and Columbia Road adjacent to Legacy at Elliott Farm Subdivision in order to mitigate the impacts attributable to the DEVELOPMENT at this intersection and along the DEVELOPMENT frontage, and

WHEREAS, DREES would normally be required to construct the private improvements in connection with the construction of future phases of the DEVELOPMENT, and

WHEREAS, the COUNTY ENGINEER has determined that a public improvement project should be designed and constructed near the intersection of Davis Road and Columbia Road consisting of an intersection improvement and related improvements, hereinafter referred to as public improvements, and

WHEREAS, the COUNTY ENGINEER and DREES desire to complete the necessary private and public improvements near the intersection of Davis Road and Columbia Road as one project so that the road is only impacted once by reconstruction, and

WHEREAS, the COUNTY ENGINEER requested that DREES contribute a fee-in-lieu of constructing the private improvements near the intersection of Davis Road and Columbia Road so that the COUNTY ENGINEER can construct both the private and public improvements near the intersection of Davis Road and Columbia Road at the same time as part of the public improvement project, which is

anticipated to occur in future as to be determined by WARREN COUNTY and COUNTY ENGINEER, after the scope of project has been determined, and

WHEREAS, based on a detailed cost estimate approved by the COUNTY ENGINEER, both the COUNTY ENGINEER and DREES, have agreed that the present cost of the DREES private improvements near the intersection of Davis Road and Columbia Road is One Hundred Twenty Thousand One Hundred Seventy-Three and 18/100 Dollars (\$120,173.18).

NOW THEREFORE,

In order to mitigate the private improvement impacts to Davis Road and Columbia Road near the DEVELOPMENT, DREES shall:

1. Provide WARREN COUNTY with payment in the amount of One Hundred Twenty Thousand One Hundred Seventy-Three and 18/100 Dollars (\$120,173.18), shown in Attachment "A," for the required private improvements to be constructed as part of the said public improvement project. In lieu of making such payment immediately, a payment bond, from a company and in form satisfactory to the COUNTY ENGINEER, may be provided; however, the total payment amount shall be provided to WARREN COUNTY no later than 30 days prior to the start of construction of such public improvement project.

Upon the successful completion of DREES' obligations listed above, WARREN COUNTY shall:

1. Cooperate with COUNTY ENGINEER to construct the private improvements as part of the said public improvement project which are conditions of approval of Development Plans and Record Plats for the DEVELOPMENT.
2. Diligently pursue completion of the private and public improvements in a professional and timely manner.

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IN EXECUTION WHEREOF, THE DREES COMPANY has hereunto set their hands as follows:

THE DREES COMPANY

By: 

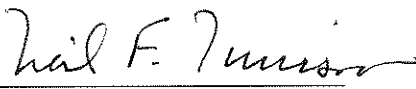
Print Name: Michael Conklin

Title: Cincinnati Division President

Date: 2 24, 2020

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 David G. Young, its President, pursuant to Resolution No. 20-0393 dated 3/10/2020.

RECOMMENDED BY:
WARREN COUNTY ENGINEER


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

Date: 3/2/2020

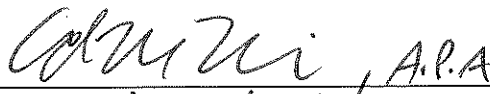
WARREN COUNTY BOARD OF
COUNTY COMMISSIONERS



Date: 3/10/2020

APPROVED AS TO FORM:

DAVID P. FORNSHELL,
PROSECUTING ATTORNEY
WARREN COUNTY, OHIO

By: , A.P.A.
Adam M. Nice

**DAVIS ROAD, DEERFIELD TOWNSHIP, WARREN COUNTY, OHIO
RIGHT TURN LANE**

Exhibit "A"

ITEM	QUANTITY	UNIT	UNIT PRICE	EXTENSION
SURVEYING & ENGINEERING PLANS	1	L.S.	\$ 3,750.00	\$ 3,750.00
EROSION CONTROLS	200	L.F.	\$ 1.75	\$ 350.00
MAINTENANCE OF TRAFFIC	1	L.S.	\$ 1,000.00	\$ 1,000.00
12" DRIVEWAY CULVERT	60	L.F.	\$ 25.00	\$ 1,500.00
SAW CUT EDGE OF PAVEMENT	290	L.F.	\$ 2.00	\$ 580.00
TOPSOIL STRIPPING	135	C.Y.	\$ 12.00	\$ 1,620.00
EXCAVATION	210	C.Y.	\$ 20.00	\$ 4,200.00
EMBANKMENT	210	C.Y.	\$ 15.00	\$ 3,150.00
ASPHALT BASE COURSE	325	S.Y.	\$ 40.00	\$ 13,000.00
ASPHALT INTERMEDIATE COURSE	325	S.Y.	\$ 6.54	\$ 2,125.50
ASPHALT SURFACE COURSE	325	S.Y.	\$ 6.54	\$ 2,125.50
ASPHALT DRIVEWAY	90	S.Y.	\$ 30.00	\$ 2,700.00
EDGE LINE	270	L.F.	\$ 7.50	\$ 2,025.00
CHANNELIZING LINE	175	L.F.	\$ 7.50	\$ 1,312.50
FINISH TOPSOIL	135	C.Y.	\$ 30.00	\$ 4,050.00
SEEDING	0.13	AC.	\$ 7,260.00	\$ 943.80
MOBILIZATION	1	L.S.	\$ 1,500.00	\$ 1,500.00
CONSTRUCTION LAYOUT	1	L.S.	\$ 500.00	\$ 500.00
RIGHT OF WAY/EASEMENT COST	1	L.S.	\$ 4,000.00	\$ 4,000.00
SUB-TOTAL				\$ 50,432.30
REDUCE BY 10% FOR PREVAILING WAGE				\$ (5,043.23)
GRAND TOTAL				\$ 45,389.07

**COLUMBIA ROAD, DEERFIELD TOWNSHIP, WARREN COUNTY, OHIO
RIGHT TURN LANE**

ITEM	QUANTITY	UNIT	UNIT PRICE	EXTENSION
SURVEYING & ENGINEERING PLANS	1	LS.	\$ 3,750.00	\$ 3,750.00
EROSION CONTROLS	200	L.F.	\$ 1.75	\$ 350.00
MAINTENANCE OF TRAFFIC	1	LS.	\$ 1,000.00	\$ 1,000.00
RELOCATE UTILITY POLES	2	EA.	\$ 5,000.00	\$ 10,000.00
RELOCATE STREET SIGN	1	LS.	\$ 100.00	\$ 100.00
RELOCATE FIRE HYDRANT	1	EA.	\$ 3,500.00	\$ 3,500.00
DEMO EXISTING HEADWALL	1	EA.	\$ 1,000.00	\$ 1,000.00
EXTEND 4' X 7' CONCRETE BOX CULVERT	15	L.F.	\$ 1,500.00	\$ 22,500.00
PROPOSED HEADWALL ON 4' X 7' BOX CULVERT	1	EA.	\$ 2,500.00	\$ 2,500.00
SAW CUT EDGE OF PAVEMENT	250	L.F.	\$ 2.00	\$ 500.00
TOPSOIL STRIPPING	135	C.Y.	\$ 12.00	\$ 1,620.00
EXCAVATION	210	C.Y.	\$ 20.00	\$ 4,200.00
EMBANKMENT	210	C.Y.	\$ 15.00	\$ 3,150.00
ASPHALT BASE COURSE	297	S.Y.	\$ 40.00	\$ 11,880.00
ASPHALT INTERMEDIATE COURSE	297	S.Y.	\$ 6.54	\$ 1,942.38
ASPHALT SURFACE COURSE	297	S.Y.	\$ 6.54	\$ 1,942.38
EDGE LINE	240	L.F.	\$ 7.50	\$ 1,800.00
CHANNELIZING LINE	125	L.F.	\$ 7.50	\$ 937.50
FINISH TOPSOIL	135	C.Y.	\$ 30.00	\$ 4,050.00
SEEDING	0.12	AC.	\$ 7,260.00	\$ 871.20
MOBILIZATION	1	LS.	\$ 1,500.00	\$ 1,500.00
CONSTRUCTION LAYOUT	1	LS.	\$ 500.00	\$ 500.00
RIGHT OF WAY/EASEMENT COST	1	LS.	\$ 3,500.00	\$ 3,500.00
SUB-TOTAL				\$ 83,093.46
REDUCE BY 10% FOR PREVAILING WAGE				\$ (8,309.35)
GRAND TOTAL				\$ 74,784.11

PERFORMANCE BOND

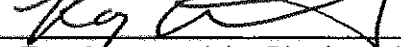
KNOW ALL MEN BY THESE PRESENTS that, The Drees Company, as Principal, and Liberty Mutual Insurance Company, as Surety, are held and firmly bound unto Warren County Commissioners, 406 Justice Drive, Lebanon, OH 45036, as Obligee, in the sum of One Hundred Twenty Thousand One Hundred Seventy-Three and 18/100 Dollars (\$120,173.18) 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 a right turn lane on Columbia Road at Davis Road, a right turn lane on Davis Road at Columbia Road and other improvements, hereinafter referred to as private improvements, near the intersection of Davis Road and Columbia Road adjacent to Legacy at Elliott Farm Subdivision in Deerfield Township, Warren County, OH.

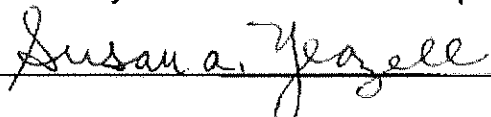
NOW THEREFORE, if the said Principal hereinbefore set forth, shall fully and faithfully perform all the work specified to be done in accordance with plans for Davis Road and Columbia Road Improvements adjacent to Legacy at Elliott Farm Subdivision on record at Warren County Commissioners, then this obligation 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 Twenty Thousand One Hundred Seventy-Three and 18/100 Dollars (\$120,173.18) and no more.

SIGNED AND DATED THIS 21st day of August, 2018 .

Principal: The Drees Company

By: 
Ray Neverovich, Cincinnati Division
President

Surety: Liberty Mutual Insurance Company

By: 
Susan A. Yeazell, Attorney-in-Fact

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

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.

Certificate No. 7822045

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company West American Insurance Company

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, Dan E. Ries; Susan A. Yeazell

all of the city of Cincinnati, state of OH 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 29th day of June, 2017.



The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 29th day of June, 2017, 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 21st day of August, 2018



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

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 20-0394

Adopted Date March 10, 2020

APPROVE AND AUTHORIZE THE PRESIDENT OF THE BOARD OF COMMISSIONERS TO SIGN LOCAL SUPPORT AGENCY MEMORANDUM OF UNDERSTANDING WITH LEBANON CORRECTIONAL INSTITUTION ON BEHALF OF WARREN COUNTY EMERGENCY SERVICES

BE IT RESOLVED, to approve and authorize the President of the Board of Commissioners, on behalf of Emergency Services Department, to sign the Local Support Agency Memorandum of Understanding with Lebanon 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 – yea
Mr. Grossmann – yea
Mrs. Jones – yea

Resolution adopted this 10th day of March 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—Lebanon Correctional Institution
Emergency Services (file)



Department of
Rehabilitation & Correction

Mike DeWine, Governor
Annette Chambers-Smith, Director

Local Support Agency Memorandum of Understanding
With
Lebanon Correctional Institution (LeCI)

Date: 3/10/2020

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 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 Lebanon 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.

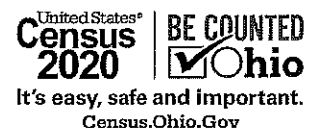
NOTE: The Department of Emergency Services is the Emergency Management Authority for Warren County, Ohio.

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 513-695-2525 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).

Lebanon Correctional Institution
State Route 63
Lebanon, OH 45036
www.drc.ohio.gov



Ohio | Department of Rehabilitation & Correction

Mike DeWine, Governor
Annette Chambers-Smith, Director

- 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.

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

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


- A. Call Lebanon Correctional Institution at 513-932-1211 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 Command
- 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

Lebanon Correctional Institution
State Route 63
Lebanon, OH 45036
www.drc.ohio.gov

United States[®]
Census
2020 | **BE COUNTED**

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Census.Ohio.Gov

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.

V. Annual Review of the Memorandum of Understanding

The Lebanon 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.

Chae Harris, Warden
Lebanon Correctional Institution

Date

Warren County Commissioner

3/10/2020
Date

APPROVED AS TO FORM

Adam M. Nice

Asst. Prosecuting Attorney

Lebanon Correctional Institution
State Route 63
Lebanon, OH 45036
www.drc.ohio.gov



Department of Rehabilitation & Correction

Mike DeWine, Governor
Annette Chambers-Smith, Director

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
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 the Ohio MARCS system.

The Lebanon Correctional Institution 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 Lebanon Correctional to Warren County is as follows:
1. Lebanon Correctional Institution is able to provide additional manpower by providing level 1 security inmates to assist with debris cleanup as the result of a natural disaster.
 2. In the need of an emergency evacuation of the Warren County Jail Lebanon Correctional Institution is able to provide up to seven (7) – twelve (12) passenger transportation vans.

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

Resolution

Number 20-0395

Adopted Date March 10, 2020

ADVERTISE FOR ELECTRONIC SEALED BIDS FOR THE PURCHASE OF 26,780 TONS OF BULK ICE CONTROL SALT

BE IT RESOLVED, to advertise for Electronic Sealed bids for the purchase of 26,780 Tons of Bulk Ice Control Salt; 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 22, 2020; sealed bid package due to the County by 2:00 p.m., April 2, 2020; electronic sealed bids to begin April 9, 2020 @ 10:00 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 – yea
Mr. Grossmann – yea
Mrs. Jones – yea

Resolution adopted this 10th day of March 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

KH\

cc: Engineer (file)
OMB Bid file

Resolution

Number 20-0396

Adopted Date March 10, 2020

APPROVE EASEMENT ACQUISITION COMPENSATION FOR COLUMBIA ROAD WATER MAIN REPLACEMENT

WHEREAS, the Warren County Transportation Improvement District is currently making improvements on Columbia Road near Socialville-Foster Road; and

WHEREAS, as part of these improvements the Warren County Water and Sewer Department is installing a 24-inch water main to replace the failing and undersized 10-inch water main; and

WHEREAS, specifically the following properties have been appraised for easement acquisition and negotiations have been conducted with the following results:

Parcel #	Owner	Compensation
16-22-386-013	Festo Corporation	\$601
16-22-386-014	Festo Corporation	\$14,181
16-22-386-015	Festo Corporation	\$5,318

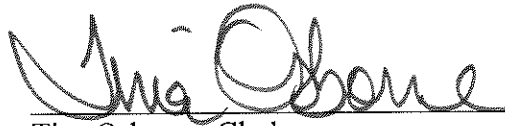
NOW THEREFORE BE IT RESOLVED, that the Board has reviewed the requested compensation and approves said request.

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

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

Resolution adopted this 10th day of March 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Water/Sewer (file)

Resolution

Number 20-0397

Adopted Date March 10, 2020

ACKNOWLEDGE PAYMENT OF BILLS

BE IT RESOLVED, to acknowledge payment of bills from 3/3/20 and 3/5/20 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 – yea
Mr. Grossmann – yea
Mrs. Jones – yea

Resolution adopted this 10th day of March 2020.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

/tao

cc: Auditor

Resolution

Number 20-0398

Adopted Date March 10, 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 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 – yea
Mr. Grossmann – yea
Mrs. Jones – yea

Resolution adopted this 10th day of March 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/tao

cc: Auditor
Supplemental App. file
OMB (file)

APPROVE APPROPRIATION ADJUSTMENT WITHIN GENERAL FUND #110111/ O

BE IT RESOLVED, to approve the following appropriation adjustment for purchase of computer:

\$ 3,000.00	from	#11011110-5910	(BOCC Other Expense)
\$ 2,500.00	into	#11011110-5911	(Non-Taxable Meal Fringe)
\$ 500.00	into	#11011110-5922	(Taxable Meal Fringe)

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

M
M
M

Resolution adopted this day of March, 2020.

BOARD OF COUNTY COMMISSIONERS

Tina Osborne, Clerk

cc: Auditor _____
Appropriation Adj. file
Engineer (file)

A Zundel 3-5-2020

to be ratified 3-10-2020

Resolution

Number 20-0399

Adopted Date March 10, 2020

ACKNOWLEDGE RECEIPT OF FEBRUARY 2020 FINANCIAL STATEMENT

BE IT RESOLVED, to acknowledge receipt of the February 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 – yea
Mr. Grossmann – yea
Mrs. Jones – yea

Resolution adopted this 10th day of March 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor (file)
S. Spencer
Tina Osborne

Resolution

Number 20-0400

Adopted Date March 10, 2020

AMEND RESOLUTION NUMBER 20-0267 RELATIVE TO THE PUBLIC IMPROVEMENT PERFORMANCE BOND AGREEMENT RELEASE FOR THE DREES COMPANY FOR HERITAGE AT MIAMI BLUFFS, PHASE 4, BLOCK "D"

WHEREAS, pursuant to Resolution Number 20-0267, this Board released a Public Improvement Performance Bond Agreement with the Drees Company for streets and appurtenances (including sidewalks) at Heritage at Miami Bluffs, Phase 4, Block "D" in Hamilton Township; and

WHEREAS, it has been determined that the performance bond number was incorrectly identified in the release as bond number 014070560; and

WHEREAS, the correct performance bond number is bond number 014075760; and

NOW THEREFORE BE IT RESOLVED, to amend Resolution Number 20-0267, adopted February 18, 2020 to correctly identify the performance bond number as 014075760.

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

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

Resolution adopted this 10th day of March 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 20-0401

Adopted Date March 10, 2020

APPROVE A STREET AND APPURTENANCES (INCLUDING SIDEWALKS) BOND RELEASE FOR M/I HOMES OF CINCINNATI, LLC, FOR COMPLETION OF IMPROVEMENTS IN ROBERTS PARK, SECTION 2, BLOCK "A" SITUATED IN DEERFIELD TOWNSHIP

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

BOND RELEASE

Bond Number	:	15-021 (P/S)
Development	:	Roberts Park, Section 2, Block "A"
Developer	:	M/I Homes of Cincinnati, LLC
Township	:	Deerfield
Amount	:	\$41,656.24
Surety Company	:	Argonaut Insurance Company (SUR0035861)

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

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

Resolution adopted this 10th day of March 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: M/I Homes of Cincinnati, LLC, Casey Kehling, 9349 Waterstone Blvd., Ste 100, Cincinnati, OH 45249
Argonaut Insurance Company, P.O. Box 469011, San Antonio, TX 78246
Engineer (file)
Bond Agreement file

Resolution

Number 20-0402

Adopted Date March 10, 2020

APPROVE PALMETTO DRIVE IN ROBERTS PARK, SECTION 2, BLOCK "A" FOR PUBLIC MAINTENANCE BY DEERFIELD TOWNSHIP

WHEREAS, the Warren County Engineer has verified that Palmetto Drive has been constructed in compliance with the approved plans and specifications; and

Street Number	Street Name	Street Width	Street Mileage
2171-T	Palmetto Drive	0'-29'-0'	0.174

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

Resolution adopted this 10th day of March 2020.

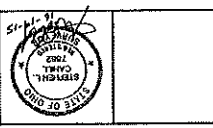
BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

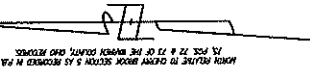
cc: Map Room (Certified copy)
Township Trustees
Ohio Department of Transportation
Engineer (file)
Developer
Bond Agreement file

Abercrombie & Associates, Inc.
 Civil Engineering & Surveying
 11111 N. State St., Suite 100
 Columbus, Ohio 43240
 614.291.8800
 www.abercombie.com

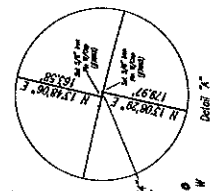


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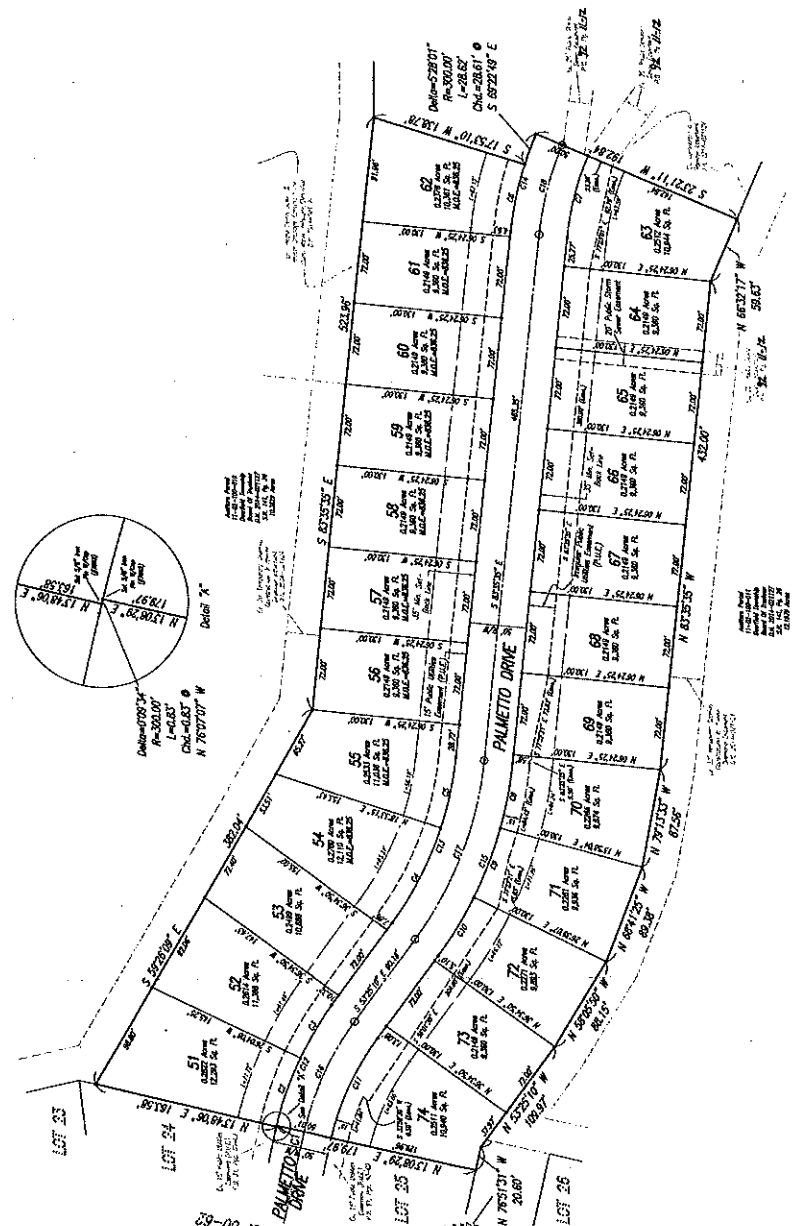
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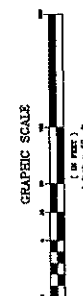
NORTH ARROW TO SHOW BLOCK SECTION & RECORDS IN
 1/4, 1/2, 3/4 & 1/8 OF THE BLOCK SECTION & RECORDS IN



ROBERTS PARK
 SECTION 2, BLOCK "A"
 P.B. 81, P. 82, P. 83



FUTURE
 DEVELOPMENT



Length of Indicated Street
 (Reference Street) = 514.27'

50' PER FOOT SCALE (USED TO BE SET)
 © 2015 ABC INC.

From: [Weber, Kurt](#)
To: [Lander, Laura](#)
Cc: [Ryan, Tabitha](#); [Fisher, W. Jason](#); [Anking, Bobbi J.](#); [Tunison, Nell](#); [Weber, Kurt](#)
Subject: FW: Roberts Park Section 1 Blocks A,B,C and Section 2 Block a
Date: Friday, March 06, 2020 11:42:27 AM
Attachments: [image001.png](#)
[PB90-086 Roberts Park Section 1 Block A.pdf](#)
[PB90-087 Roberts Park Section 1 Block A.pdf](#)
[PB91-062 Robert's Park Sec 1 Block B Subd.pdf](#)
[PB91-060 Robert's Park Sec 1 Block B Subd.pdf](#)
[PB91-061 Robert's Park Sec 1 Block B Subd.pdf](#)
[PB92-033 Robert's Park Section 1 Block C.pdf](#)
[PB92-034 Robert's Park Section 1 Block C.pdf](#)
[PB92-014 Roberts Park Sec 2 Blk A.pdf](#)
[PB92-013 Roberts Park Sec 2 Blk A.pdf](#)

Laura,

Please see the email of acceptance below from Deerfield Township for Roberts Park Sections 1A, 1B, 1C and 2A. Please also see attached the subdivision plats showing the street network for sections 1A, 1B, 1C, and 2A.

Thanks,

Kurt E. Weber, PE, PS
Chief Deputy Engineer
Warren County Engineer's Office
210 West Main Street
Lebanon, OH 45036
direct: 513-695-3306
kurt.weber@co.warren.oh.us

From: Fisher, W. Jason
Sent: Thursday, February 27, 2020 8:59 AM
To: Weber, Kurt
Subject: FW: Roberts Park Section 1 Blocks A,B,C and Section 2 Block a

From: Chip Cowan [<mailto:ccowa@deerfieldtwp.com>]
Sent: Tuesday, February 11, 2020 1:54 PM
To: Fisher, W. Jason <W.Fisher@co.warren.oh.us>
Cc: Bill Highfill <bhigh@deerfieldtwp.com>; Jeff Thomas <jthomas@deerfieldtwp.com>
Subject: RE: Roberts Park Section 1 Blocks A,B,C and Section 2 Block a

Jason,

I have been onsite for Roberts Park Section 1 Blocks A,B,C and Section 2 Block A and verified that the work request has been completed. Moving forward Deerfield Township is willing to accept Roberts

Park Section 1 Blocks A,B,C and Section 2 Block A for public maintenance. Should you have any question or concerns, please do not hesitate to contact me.

Respectfully,

Chip Cowan

Public Works

Project Coordinator

4900 Parkway | Suite 150| Deerfield Township, Ohio 45040

513.701.6978 Direct | 513.701.6958 Main | 513.260.7427 Cell

ccowa@deerfieldtwp.com | www.choosedeerfield.com



From: Fisher, W. Jason [<mailto:W.Fisher@co.warren.oh.us>]

Sent: Thursday, February 6, 2020 2:12 PM

To: Eric Reiners <erein@deerfieldtwp.com>; Bill Highfill <bhigh@deerfieldtwp.com>; Chip Cowan <ccowa@deerfieldtwp.com>; Houston Jim <jhous@deerfieldtwp.com>

Cc: Casey Kehling <ckehling@MIHOMES.com>

Subject: Roberts Park Section 1 Blocks A,B,C and Section 2 Block a

Eric, Billy, Chip, and Jim,

Please find attached a copy of the letter stating the punch list items have been completed for Roberts Park Section 1 Block A, Section 1 Block B, Section 1 Block C, and Section 2 Block A. At your first chance, please respond back accepting the streets for public maintenance.

Thank you,

Jason Fisher

Resolution

Number 20-0403

Adopted Date March 10, 2020

APPROVE A STREET AND APPURTENANCES (INCLUDING SIDEWALKS) BOND RELEASE FOR M/I HOMES OF CINCINNATI, LLC, FOR COMPLETION OF IMPROVEMENTS IN ROBERTS PARK, SECTION 1, BLOCK "A" SITUATED IN DEERFIELD TOWNSHIP

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

BOND RELEASE

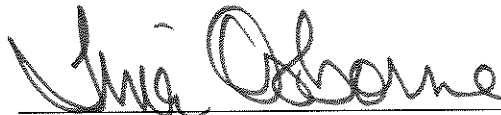
Bond Number	:	15-002 (P/S)
Development	:	Roberts Park, Section 1, Block "A"
Developer	:	M/I Homes of Cincinnati, LLC
Township	:	Deerfield
Amount	:	\$63,041.66
Surety Company	:	Argonaut Insurance Company (SUR0031805)

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

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

Resolution adopted this 10th day of March 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: M/I Homes of Cincinnati, LLC, Casey Kehling, 9349 Waterstone Blvd., Ste 100, Cincinnati, OH 45249
Argonaut Insurance Company, P.O. Box 469011, San Antonio, TX 78246
Engineer (file)
Bond Agreement file

BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO

Resolution

Number 20-0404

Adopted Date March 10, 2020

APPROVE ROBERTS PARK DRIVE IN ROBERTS PARK, SECTION 1, BLOCK "A" FOR PUBLIC MAINTENANCE BY DEERFIELD TOWNSHIP

WHEREAS, the Warren County Engineer has verified that Roberts Park Drive has been constructed in compliance with the approved plans and specifications; and

Street Number	Street Name	Street Width	Street Mileage
1570-T	Roberts Park Drive	0'-29'-0'	0.258

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

Resolution adopted this 10th day of March 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: [Weber, Kurt](#)
To: [Lander, Laura](#)
Cc: [Ryan, Tabitha](#); [Fisher, W. Jason](#); [Apking, Bobbi J.](#); [Tunison, Neil](#); [Weber, Kurt](#)
Subject: FW: Roberts Park Section 1 Blocks A,B,C and Section 2 Block a
Date: Friday, March 06, 2020 11:42:27 AM
Attachments: [Image001.png](#)
[PB90-086 Roberts Park Section 1 Block A.pdf](#)
[PB90-087 Roberts Park Section 1 Block A.pdf](#)
[PB91-062 Robert's Park Sec 1 Block B Subd.pdf](#)
[PB91-060 Robert's Park Sec 1 Block B Subd.pdf](#)
[PB91-061 Robert's Park Sec 1 Block B Subd.pdf](#)
[PB92-033 Robert's Park Section 1 Block C.pdf](#)
[PB92-034 Robert's Park Section 1 Block C.pdf](#)
[PB92-014 Roberts Park Sec 2 Blk A.pdf](#)
[PB92-013 Roberts Park Sec 2 Blk A.pdf](#)

Laura,

Please see the email of acceptance below from Deerfield Township for Roberts Park Sections 1A, 1B, 1C and 2A. Please also see attached the subdivision plats showing the street network for sections 1A, 1B, 1C, and 2A.

Thanks,

Kurt E. Weber, PE, PS
Chief Deputy Engineer
Warren County Engineer's Office
210 West Main Street
Lebanon, OH 45036
direct: 513-695-3306
kurt.weber@co.warren.oh.us

From: Fisher, W. Jason
Sent: Thursday, February 27, 2020 8:59 AM
To: Weber, Kurt
Subject: FW: Roberts Park Section 1 Blocks A,B,C and Section 2 Block a

From: Chip Cowan [<mailto:ccowa@deerfieldtwp.com>]
Sent: Tuesday, February 11, 2020 1:54 PM
To: Fisher, W. Jason <W.Fisher@co.warren.oh.us>
Cc: Bill Highfill <bhigh@deerfieldtwp.com>; Jeff Thomas <jthomas@deerfieldtwp.com>
Subject: RE: Roberts Park Section 1 Blocks A,B,C and Section 2 Block a

Jason,

I have been onsite for Roberts Park Section 1 Blocks A,B,C and Section 2 Block A and verified that the work request has been completed. Moving forward Deerfield Township is willing to accept Roberts

Park Section 1 Blocks A,B,C and Section 2 Block A for public maintenance. Should you have any question or concerns, please do not hesitate to contact me.

Respectfully,

Chip Cowan
Public Works
Project Coordinator
4900 Parkway | Suite 150| Deerfield Township, Ohio 45040
513.701.6978 Direct | 513.701.6958 Main | 513.260.7427 Cell
ccowa@deerfieldtwp.com | www.choosedeerfield.com



From: Fisher, W. Jason [<mailto:W.Fisher@co.warren.oh.us>]
Sent: Thursday, February 6, 2020 2:12 PM
To: Eric Reiners <erein@deerfieldtwp.com>; Bill Highfill <bhigh@deerfieldtwp.com>; Chip Cowan <ccowa@deerfieldtwp.com>; Houston Jim <jhous@deerfieldtwp.com>
Cc: Casey Kehling <ckehling@MIHOMES.com>
Subject: Roberts Park Section 1 Blocks A,B,C and Section 2 Block a

Eric, Billy, Chip, and Jim,

Please find attached a copy of the letter stating the punch list items have been completed for Roberts Park Section 1 Block A, Section 1 Block B, Section 1 Block C, and Section 2 Block A. At your first chance, please respond back accepting the streets for public maintenance.

Thank you,

Jason Fisher

Resolution

Number 20-0405

Adopted Date March 10, 2020

APPROVE A STREET AND APPURTENANCES (INCLUDING SIDEWALKS) BOND RELEASE FOR M/I HOMES OF CINCINNATI, LLC, FOR COMPLETION OF IMPROVEMENTS IN ROBERTS PARK, SECTION 1, BLOCK "B" SITUATED IN DEERFIELD TOWNSHIP

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

BOND RELEASE

Bond Number	:	15-010 (P/S)
Development	:	Roberts Park, Section 1, Block "B"
Developer	:	M/I Homes of Cincinnati, LLC
Township	:	Deerfield
Amount	:	\$101,837.42
Surety Company	:	Argonaut Insurance Company (SUR0010665)

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

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

Resolution adopted this 10th day of March 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: M/I Homes of Cincinnati, LLC, Casey Kehling, 9349 Waterstone Blvd., Ste 100, Cincinnati, OH 45249
Argonaut Insurance Company, P.O. Box 469011, San Antonio, TX 78246
Engineer (file)
Bond Agreement file

Resolution

Number 20-0406

Adopted Date March 10, 2020

APPROVE ROBERTS PARK DRIVE AND PALMETTO DRIVE IN ROBERTS PARK, SECTION 1, BLOCK "B" FOR PUBLIC MAINTENANCE BY DEERFIELD TOWNSHIP

WHEREAS, the Warren County Engineer has verified that Roberts Park Drive and Palmetto Drive has been constructed in compliance with the approved plans and specifications; and

Street Number	Street Name	Street Width	Street Mileage
1570-T	Roberts Park Drive	0'-29'-0'	0.318
2171-T	Palmetto Drive	0'-29'-0'	0.024

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

Resolution adopted this 10th day of March 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

ROBERTS PARK, SECTION 1, BLOCK "B" SECTION-2, TOWN-3, RANGE-3 DEERFIELD TOWNSHIP, WARREN COUNTY, OHIO

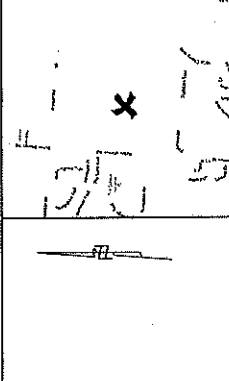


ROBERTS PARK
SECTION 1, BLOCK "B"

5-5-15
G.R.
S.P.H.
15-0150710R-REC-2014

RECORD PLAT
ROBERTS PARK SECTION 1, BLOCK "B"
SECTION-2, TOWN-3, RANGE-3
WARREN COUNTY, OHIO

Abercrombie & Associates, Inc.
Civil Engineering & Surveying
1800 North Main Street
Abercrombie, Ohio 45216



COUNTY COMMISSIONERS:
WE, THE BOARD OF COUNTY COMMISSIONERS OF WARREN COUNTY, OHIO DO HEREBY APPROVE THE PLAT OF THIS SECTION 1, BLOCK "B", TOWN 3, RANGE 3, DEERFIELD TOWNSHIP, WARREN COUNTY, OHIO.

COMMISSIONERS:
[Signatures]

WARREN COUNTY PLANNING COMMISSION:
THE PLAT AS APPROVED BY THE WARREN COUNTY PLANNING COMMISSION ON THIS DATE.

ADDRESS: TOWNSHIP ZONING INSPECTOR
I HEREBY APPROVE THIS PLAT ON THIS DATE OF AUGUST 2015.

COUNTY ENGINEER:
I HEREBY APPROVE THIS PLAT ON THIS DATE OF AUGUST 2015.

COUNTY SURVEY ENGINEER:
I HEREBY APPROVE THIS PLAT ON THIS DATE OF AUGUST 2015.

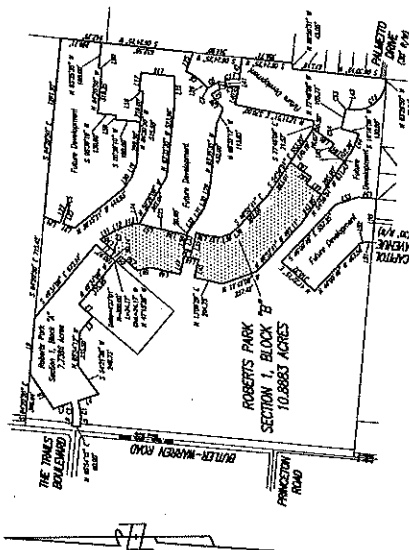
COUNTY AUDITOR:
I HEREBY APPROVE THIS PLAT ON THIS DATE OF AUGUST 2015.

WARREN COUNTY RECORDER:
RECORDED ON THIS DATE OF AUGUST 2015.

WARREN COUNTY RECORDER:
RECORDED ON THIS DATE OF AUGUST 2015.

CERTIFICATE OF CORRECTION:
I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND COMPLETE AS MADE BY THE SURVEYOR AND THAT ALL NECESSARY AND LEGAL CONSENTS HAVE BEEN OBTAINED FROM ALL PERSONS ENTITLED TO BE HEARD.

[Signature]
REGISTERED SURVEYOR



AREA SUMMARY
AREA IN LOTS = 88,084
AREA IN P.W.N. = 2,049.9
TOTAL AREA = 10,883

LOT NO.	AREA (SQ. FT.)	AREA (ACRES)
1	10,000	0.2296
2	10,000	0.2296
3	10,000	0.2296
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LOT NO.	AREA (SQ. FT.)	AREA (ACRES)
101	10,000	0.2296
102	10,000	0.2296
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148	10,000	0.2296
149	10,000	0.2296
150	10,000	0.2296

OWNER'S CERTIFICATE AND DECLARATION:
I, THE UNDERSIGNED, BEING ALL THE OWNERS AND LESSORS OF THE LANDS HEREIN PLATTED, DO HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT AND THAT THE SAME HAS BEEN RECORDED IN THE PUBLIC RECORDS OF WARREN COUNTY, OHIO.

THE UNDERSIGNED HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT AND THAT THE SAME HAS BEEN RECORDED IN THE PUBLIC RECORDS OF WARREN COUNTY, OHIO.

THE UNDERSIGNED HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT AND THAT THE SAME HAS BEEN RECORDED IN THE PUBLIC RECORDS OF WARREN COUNTY, OHIO.

OWNER: M/1 HOMES OF CINCINNATI, LLC
IN ONE LIMITED LIABILITY COMPANY

BY: *[Signature]*
NAME: JAMES H. HULLINGS
TITLE: PRESIDENT

DEED REFERENCES:
1. DEED OF CONVEYANCE FROM CINCINNATI, OHIO TO THE COUNTY OF WARREN COUNTY, OHIO, DATED AUGUST 2015.

GENERAL NOTES:
1. THIS PLAT IS SUBMITTED FOR APPROVAL TO THE WARREN COUNTY PLANNING COMMISSION ON THIS DATE.

DEED REFERENCES:
1. DEED OF CONVEYANCE FROM CINCINNATI, OHIO TO THE COUNTY OF WARREN COUNTY, OHIO, DATED AUGUST 2015.

GENERAL NOTES:
1. THIS PLAT IS SUBMITTED FOR APPROVAL TO THE WARREN COUNTY PLANNING COMMISSION ON THIS DATE.

CERTIFICATE OF CORRECTION:
I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND COMPLETE AS MADE BY THE SURVEYOR AND THAT ALL NECESSARY AND LEGAL CONSENTS HAVE BEEN OBTAINED FROM ALL PERSONS ENTITLED TO BE HEARD.

[Signature]
REGISTERED SURVEYOR

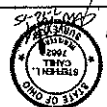
OWNER/DEVELOPER:
M/1 HOMES OF CINCINNATI, LLC
9349 WATERSTONE BOULEVARD
SUITE 100
CINCINNATI, OHIO 45249
(513) 248-5460

91-16

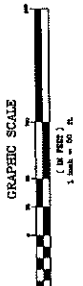
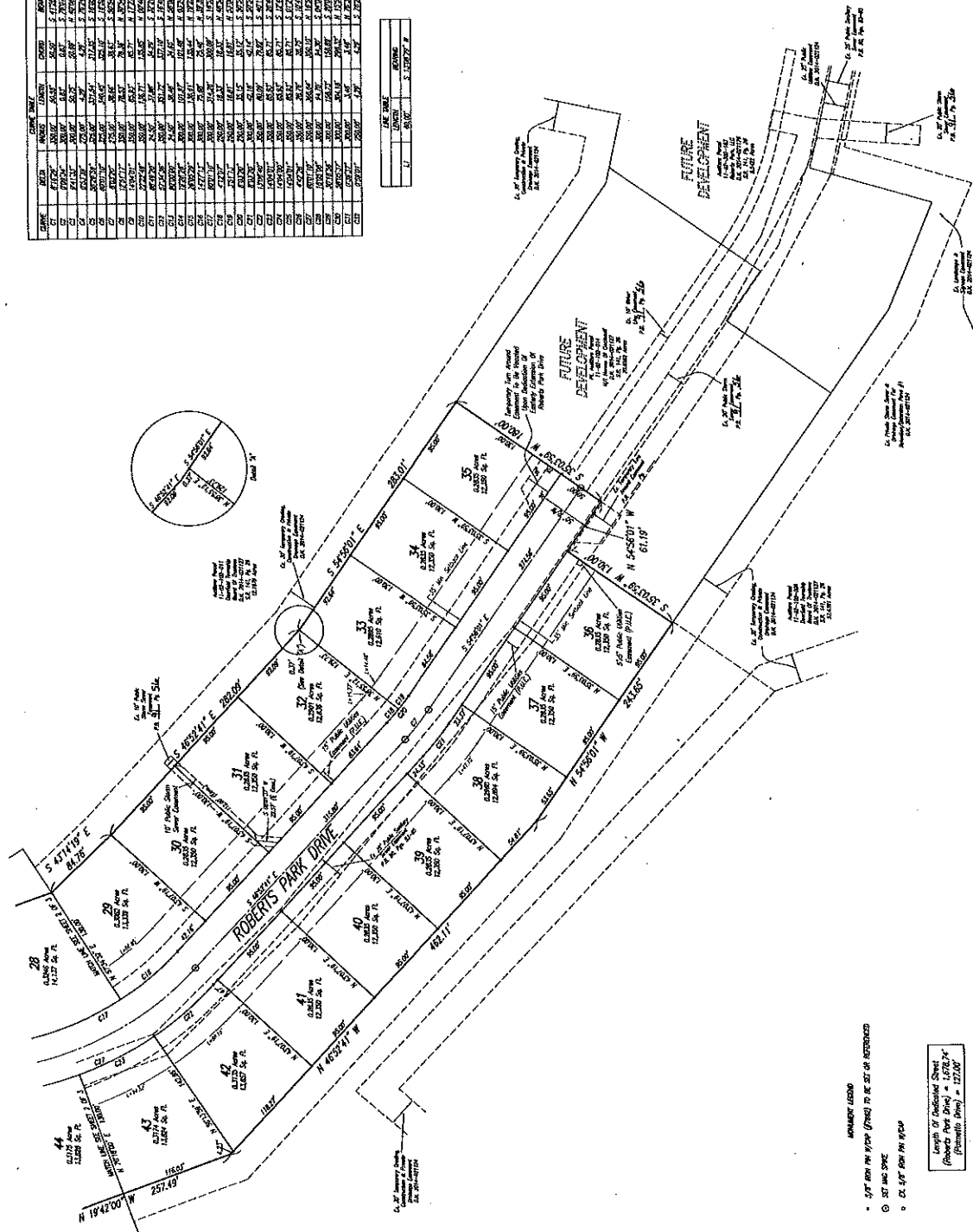
Abercrombie & Associates, Inc.
 Civil Engineering & Surveying
 13137 Eastman Avenue, Suite 100
 Cleveland, Ohio 44130
 Phone: (216) 441-1100
 Fax: (216) 441-1101

RECORD PLAT
 ROBERTS PARK, SECTION 1, BLOCK "B"
 SECTION 2, TOWN 3, RANGE 3
 DEWARD TOWNSHIP
 WARREN COUNTY, OHIO
 13-045387100-REC-82-19

Scale: 1" = 50'
 Date: 5-5-15
 Surveyor: S.M.
 Engineer: G.R.
 Recorder: 5-5-15



LINE	BEARING	DISTANCE	AREA
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100	S 89° 57' 15" E	14.275	0.0000



ANNEXED LEGEND
 * 1/4" = 50' PER 1/4" (AREA) TO BE SET OR RECORDED
 ○ SET AND DONE
 ○ SET FOR PERMITS ONLY

Length of Indicated Street:
 (Robert Park Drive) = 1,570.74'
 (Permittee Property) = 1,225.00'

NOTE: REFERENCE TO DEED BOOK SECTION 5 AS RECORDED IN PUBLIC RECORDS IS TO THE DEED BOOK SECTION 5 AS RECORDED IN PUBLIC RECORDS.

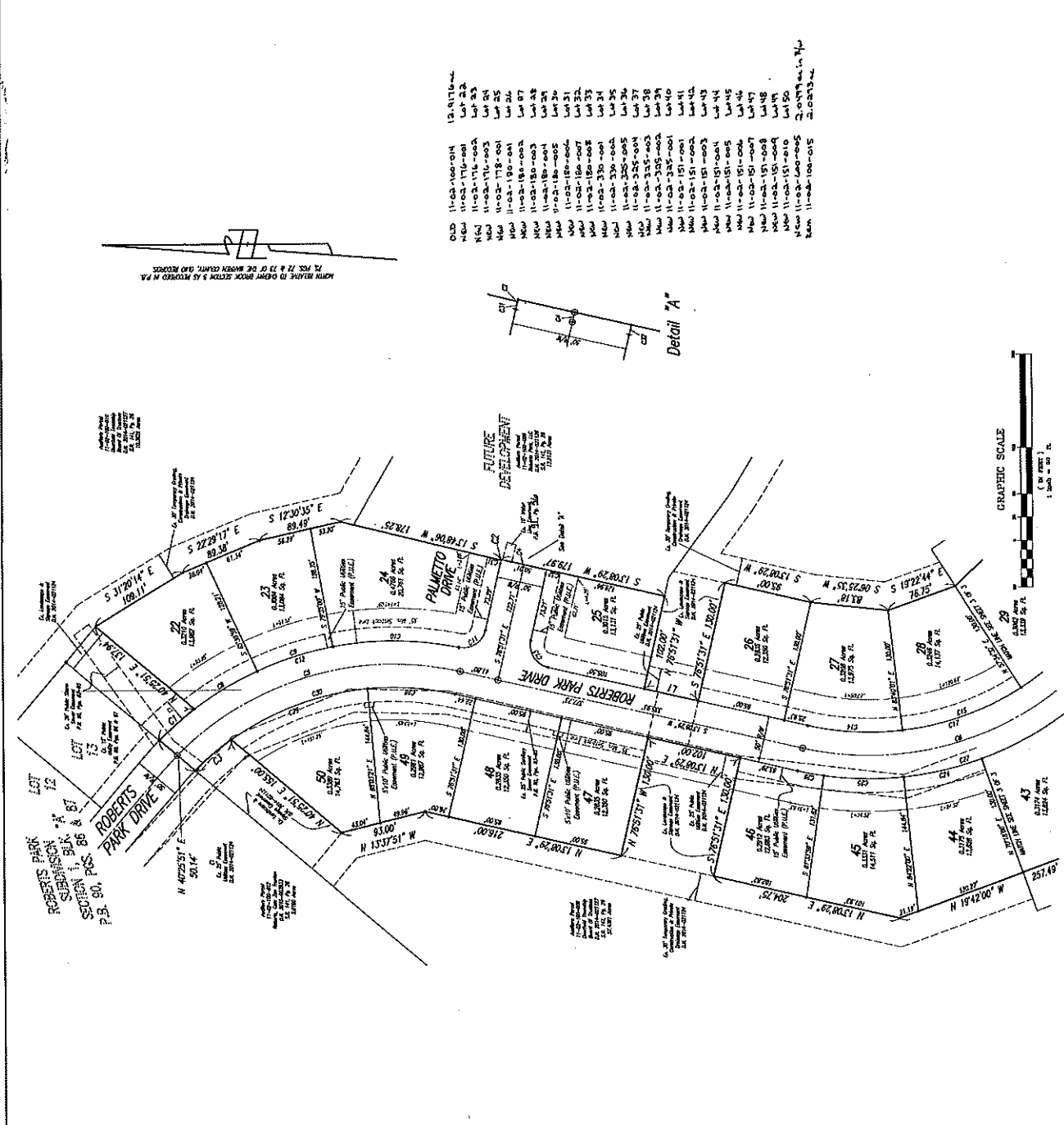


ROBERTS PARK
SECTION 1, BLOCK "B"

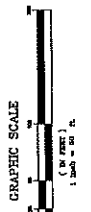
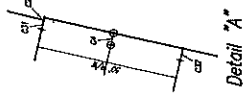
Scale: 1" = 50'
Date: 5-5-15
Drawn by: SPM
Checked by: C.R.

RECORD PLAT
ROBERTS PARK SECTION 1, BLOCK "B"
DEVELOPED TOWNSHIP
WARREN COUNTY, OHIO

Abercrombie & Associates, Inc.
Civil Engineering & Surveying
12777 Rockwell Road, Suite 100
Cincinnati, Ohio 45244
Phone: (513) 752-1100
Fax: (513) 752-1101
www.abercombie.com



- Lot 12: 0.2500 Ac. (10,800 Sq. Ft.)
 Lot 13: 0.2500 Ac. (10,800 Sq. Ft.)
 Lot 14: 0.2500 Ac. (10,800 Sq. Ft.)
 Lot 15: 0.2500 Ac. (10,800 Sq. Ft.)
 Lot 16: 0.2500 Ac. (10,800 Sq. Ft.)
 Lot 17: 0.2500 Ac. (10,800 Sq. Ft.)
 Lot 18: 0.2500 Ac. (10,800 Sq. Ft.)
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 Lot 23: 0.2500 Ac. (10,800 Sq. Ft.)
 Lot 24: 0.2500 Ac. (10,800 Sq. Ft.)
 Lot 25: 0.2500 Ac. (10,800 Sq. Ft.)
 Lot 26: 0.2500 Ac. (10,800 Sq. Ft.)
 Lot 27: 0.2500 Ac. (10,800 Sq. Ft.)
 Lot 28: 0.2500 Ac. (10,800 Sq. Ft.)
 Lot 29: 0.2500 Ac. (10,800 Sq. Ft.)
 Lot 30: 0.2500 Ac. (10,800 Sq. Ft.)
 Lot 31: 0.2500 Ac. (10,800 Sq. Ft.)
 Lot 32: 0.2500 Ac. (10,800 Sq. Ft.)
 Lot 33: 0.2500 Ac. (10,800 Sq. Ft.)
 Lot 34: 0.2500 Ac. (10,800 Sq. Ft.)
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 Lot 37: 0.2500 Ac. (10,800 Sq. Ft.)
 Lot 38: 0.2500 Ac. (10,800 Sq. Ft.)
 Lot 39: 0.2500 Ac. (10,800 Sq. Ft.)
 Lot 40: 0.2500 Ac. (10,800 Sq. Ft.)
 Lot 41: 0.2500 Ac. (10,800 Sq. Ft.)
 Lot 42: 0.2500 Ac. (10,800 Sq. Ft.)
 Lot 43: 0.2500 Ac. (10,800 Sq. Ft.)
 Lot 44: 0.2500 Ac. (10,800 Sq. Ft.)
 Lot 45: 0.2500 Ac. (10,800 Sq. Ft.)
 Lot 46: 0.2500 Ac. (10,800 Sq. Ft.)
 Lot 47: 0.2500 Ac. (10,800 Sq. Ft.)
 Lot 48: 0.2500 Ac. (10,800 Sq. Ft.)
 Lot 49: 0.2500 Ac. (10,800 Sq. Ft.)
 Lot 50: 0.2500 Ac. (10,800 Sq. Ft.)



LINE	BEARING	DISTANCE	AREA	PERCENTAGE
1	S 12°30'35" E	89.49	0.2500	100.00%
2	S 22°29'17" E	89.38	0.2500	100.00%
3	S 2°20'14" E	109.11	0.2500	100.00%
4	N 42°55'11" E	59.14	0.2500	100.00%
5	N 12°30'35" E	89.49	0.2500	100.00%
6	N 22°29'17" E	89.38	0.2500	100.00%
7	N 2°20'14" E	109.11	0.2500	100.00%
8	N 42°55'11" E	59.14	0.2500	100.00%
9	N 12°30'35" E	89.49	0.2500	100.00%
10	N 22°29'17" E	89.38	0.2500	100.00%
11	N 2°20'14" E	109.11	0.2500	100.00%
12	N 42°55'11" E	59.14	0.2500	100.00%
13	N 12°30'35" E	89.49	0.2500	100.00%
14	N 22°29'17" E	89.38	0.2500	100.00%
15	N 2°20'14" E	109.11	0.2500	100.00%
16	N 42°55'11" E	59.14	0.2500	100.00%
17	N 12°30'35" E	89.49	0.2500	100.00%
18	N 22°29'17" E	89.38	0.2500	100.00%
19	N 2°20'14" E	109.11	0.2500	100.00%
20	N 42°55'11" E	59.14	0.2500	100.00%
21	N 12°30'35" E	89.49	0.2500	100.00%
22	N 22°29'17" E	89.38	0.2500	100.00%
23	N 2°20'14" E	109.11	0.2500	100.00%
24	N 42°55'11" E	59.14	0.2500	100.00%
25	N 12°30'35" E	89.49	0.2500	100.00%
26	N 22°29'17" E	89.38	0.2500	100.00%
27	N 2°20'14" E	109.11	0.2500	100.00%
28	N 42°55'11" E	59.14	0.2500	100.00%
29	N 12°30'35" E	89.49	0.2500	100.00%
30	N 22°29'17" E	89.38	0.2500	100.00%
31	N 2°20'14" E	109.11	0.2500	100.00%
32	N 42°55'11" E	59.14	0.2500	100.00%
33	N 12°30'35" E	89.49	0.2500	100.00%
34	N 22°29'17" E	89.38	0.2500	100.00%
35	N 2°20'14" E	109.11	0.2500	100.00%
36	N 42°55'11" E	59.14	0.2500	100.00%
37	N 12°30'35" E	89.49	0.2500	100.00%
38	N 22°29'17" E	89.38	0.2500	100.00%
39	N 2°20'14" E	109.11	0.2500	100.00%
40	N 42°55'11" E	59.14	0.2500	100.00%
41	N 12°30'35" E	89.49	0.2500	100.00%
42	N 22°29'17" E	89.38	0.2500	100.00%
43	N 2°20'14" E	109.11	0.2500	100.00%
44	N 42°55'11" E	59.14	0.2500	100.00%
45	N 12°30'35" E	89.49	0.2500	100.00%
46	N 22°29'17" E	89.38	0.2500	100.00%
47	N 2°20'14" E	109.11	0.2500	100.00%
48	N 42°55'11" E	59.14	0.2500	100.00%
49	N 12°30'35" E	89.49	0.2500	100.00%
50	N 22°29'17" E	89.38	0.2500	100.00%

LINE	BEARING	DISTANCE
1	S 12°30'35" E	89.49
2	S 22°29'17" E	89.38
3	S 2°20'14" E	109.11
4	N 42°55'11" E	59.14
5	N 12°30'35" E	89.49
6	N 22°29'17" E	89.38
7	N 2°20'14" E	109.11
8	N 42°55'11" E	59.14
9	N 12°30'35" E	89.49
10	N 22°29'17" E	89.38
11	N 2°20'14" E	109.11
12	N 42°55'11" E	59.14
13	N 12°30'35" E	89.49
14	N 22°29'17" E	89.38
15	N 2°20'14" E	109.11
16	N 42°55'11" E	59.14
17	N 12°30'35" E	89.49
18	N 22°29'17" E	89.38
19	N 2°20'14" E	109.11
20	N 42°55'11" E	59.14
21	N 12°30'35" E	89.49
22	N 22°29'17" E	89.38
23	N 2°20'14" E	109.11
24	N 42°55'11" E	59.14
25	N 12°30'35" E	89.49
26	N 22°29'17" E	89.38
27	N 2°20'14" E	109.11
28	N 42°55'11" E	59.14
29	N 12°30'35" E	89.49
30	N 22°29'17" E	89.38
31	N 2°20'14" E	109.11
32	N 42°55'11" E	59.14
33	N 12°30'35" E	89.49
34	N 22°29'17" E	89.38
35	N 2°20'14" E	109.11
36	N 42°55'11" E	59.14
37	N 12°30'35" E	89.49
38	N 22°29'17" E	89.38
39	N 2°20'14" E	109.11
40	N 42°55'11" E	59.14
41	N 12°30'35" E	89.49
42	N 22°29'17" E	89.38
43	N 2°20'14" E	109.11
44	N 42°55'11" E	59.14
45	N 12°30'35" E	89.49
46	N 22°29'17" E	89.38
47	N 2°20'14" E	109.11
48	N 42°55'11" E	59.14
49	N 12°30'35" E	89.49
50	N 22°29'17" E	89.38

ADJACENT LOTS:
 * 5' FT. FROM THE NORTH CORNER TO THE EAST OR WEST CORNER.
 © SET BACK CORNER.
 ○ 0.5' FT. FROM THE NORTH CORNER.

Length of Dedicated Street
 (From New Street) = 1520.74'
 (From Old Street) = 222.00'

19-161

From: [Weber, Kurt](#)
To: [Lander, Laura](#)
Cc: [Ryan, Tabitha](#); [Fisher, W. Jason](#); [Apking, Bobbi J.](#); [Tunison, Neil](#); [Weber, Kurt](#)
Subject: FW: Roberts Park Section 1 Blocks A,B,C and Section 2 Block a
Date: Friday, March 06, 2020 11:42:27 AM
Attachments: [Image001.png](#)
[PB90-086 Roberts Park Section 1 Block A.pdf](#)
[PB90-087 Roberts Park Section 1 Block A.pdf](#)
[PB91-062 Robert's Park Sec 1 Block B Subd.pdf](#)
[PB91-060 Robert's Park Sec 1 Block B Subd.pdf](#)
[PB91-061 Robert's Park Sec 1 Block B Subd.pdf](#)
[PB92-033 Robert's Park Section 1 Block C.pdf](#)
[PB92-034 Robert's Park Section 1 Block C.pdf](#)
[PB92-014 Roberts Park Sec 2 Blk A.pdf](#)
[PB92-013 Roberts Park Sec 2 Blk A.pdf](#)

Laura,

Please see the email of acceptance below from Deerfield Township for Roberts Park Sections 1A, 1B, 1C and 2A. Please also see attached the subdivision plats showing the street network for sections 1A, 1B, 1C, and 2A.

Thanks,

Kurt E. Weber, PE, PS
Chief Deputy Engineer
Warren County Engineer's Office
210 West Main Street
Lebanon, OH 45036
direct: 513-695-3306
kurt.weber@co.warren.oh.us

From: Fisher, W. Jason
Sent: Thursday, February 27, 2020 8:59 AM
To: Weber, Kurt
Subject: FW: Roberts Park Section 1 Blocks A,B,C and Section 2 Block a

From: Chip Cowan [<mailto:ccowa@deerfieldtwp.com>]
Sent: Tuesday, February 11, 2020 1:54 PM
To: Fisher, W. Jason <W.Fisher@co.warren.oh.us>
Cc: Bill Highfill <bhigh@deerfieldtwp.com>; Jeff Thomas <jthomas@deerfieldtwp.com>
Subject: RE: Roberts Park Section 1 Blocks A,B,C and Section 2 Block a

Jason,

I have been onsite for Roberts Park Section 1 Blocks A,B,C and Section 2 Block A and verified that the work request has been completed. Moving forward Deerfield Township is willing to accept Roberts

Park Section 1 Blocks A,B,C and Section 2 Block A for public maintenance. Should you have any question or concerns, please do not hesitate to contact me.

Respectfully,

Chip Cowan
Public Works

Project Coordinator

4900 Parkway | Suite 150 | Deerfield Township, Ohio 45040

513.701.6978 Direct | 513.701.6958 Main | 513.260.7427 Cell

ccowa@deerfieldtwp.com | www.choosedeerfield.com



From: Fisher, W. Jason [<mailto:W.Fisher@co.warren.oh.us>]

Sent: Thursday, February 6, 2020 2:12 PM

To: Eric Reiners <erein@deerfieldtwp.com>; Bill Highfill <bhigh@deerfieldtwp.com>; Chip Cowan <ccowa@deerfieldtwp.com>; Houston Jim <jhous@deerfieldtwp.com>

Cc: Casey Kehling <ckehling@MIHOMES.com>

Subject: Roberts Park Section 1 Blocks A,B,C and Section 2 Block a

Eric, Billy, Chip, and Jim,

Please find attached a copy of the letter stating the punch list items have been completed for Roberts Park Section 1 Block A, Section 1 Block B, Section 1 Block C, and Section 2 Block A. At your first chance, please respond back accepting the streets for public maintenance.

Thank you,

Jason Fisher

Resolution

Number 20-0407

Adopted Date March 10, 2020

APPROVE A STREET AND APPURTENANCES (INCLUDING SIDEWALKS) BOND RELEASE FOR M/I HOMES OF CINCINNATI, LLC, FOR COMPLETION OF IMPROVEMENTS IN ROBERTS PARK, SECTION 1, BLOCK "C" SITUATED IN DEERFIELD TOWNSHIP

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

BOND RELEASE

Bond Number	:	15-025 (P/S)
Development	:	Roberts Park, Section 1, Block "C"
Developer	:	M/I Homes of Cincinnati, LLC
Township	:	Deerfield
Amount	:	\$20,272.94
Surety Company	:	Argonaut Insurance Company (AS-0085498)

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

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

Resolution adopted this 10th day of March 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: M/I Homes of Cincinnati, LLC, Casey Kehling, 9349 Waterstone Blvd., Ste 100, Cincinnati, OH 45249
Argonaut Insurance Company, P.O. Box 469011, San Antonio, TX 78246
Engineer (file)
Bond Agreement file

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

Resolution

Number 20-0408

Adopted Date March 10, 2020

APPROVE ROBERTS PARK DRIVE IN ROBERTS PARK, SECTION 1, BLOCK "C" FOR PUBLIC MAINTENANCE BY DEERFIELD TOWNSHIP

WHEREAS, the Warren County Engineer has verified that Robert's Park Drive has been constructed in compliance with the approved plans and specifications; and

Street Number	Street Name	Street Width	Street Mileage
1570-T	Roberts Park Drive	0'-29'-0'	0.082

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

Resolution adopted this 10th day of March 2020.

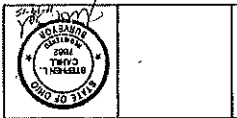
BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

ROBERTS PARK, SECTION 1, BLOCK "C" SECTION-2, TOWN-3, RANGE-3 DEERFIELD TOWNSHIP, WARREN COUNTY, OHIO



RECORD PLAT
ROBERTS PARK SECTION 1, BLOCK "C"
DEERFIELD TOWNSHIP
WARREN COUNTY, OHIO

9-17-15
SPL
G.R.
N/A

13-01831701-REC-003-005-10

1
2
13-01831

Abercrombie & Associates, Inc.
Civil Engineering & Surveying

COUNTY COMMISSIONERS:
I HEREBY APPROVE THIS PLAT ON THIS 9th DAY OF DECEMBER, 2015.

DEERFIELD TOWNSHIP ZONING INSPECTOR:
I HEREBY APPROVE THIS PLAT ON THIS 10th DAY OF DECEMBER, 2015.

COUNTY ENGINEER:
I HEREBY APPROVE THIS PLAT ON THIS 9th DAY OF DECEMBER, 2015.

COUNTY SANITARY ENGINEER:
I HEREBY APPROVE THIS PLAT ON THIS 10th DAY OF DECEMBER, 2015.

COUNTY AUDITOR:
I HEREBY APPROVE THIS PLAT ON THIS 10th DAY OF DECEMBER, 2015.

WARREN COUNTY ZONING:
I HEREBY APPROVE THIS PLAT ON THIS 10th DAY OF DECEMBER, 2015.

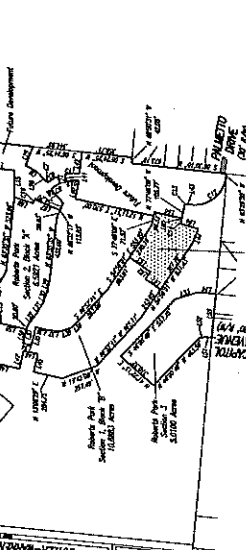
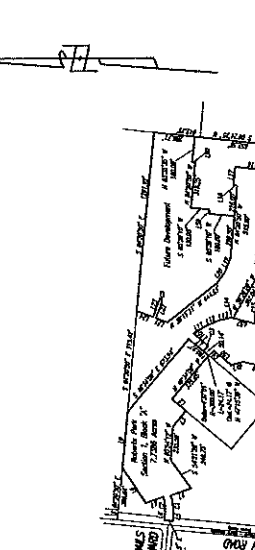
OWNER DEVELOPER:
M/J HOMES OF CINCINNATI, LLC
9359 WATERSTONE BOULEVARD
SUITE 100
CINCINNATI, OHIO 45249
(513) 248-5400

AREA SUMMARY:
AREA IN LOTS = 2,6544 ACRES
AREA IN R/W = 0.4956 ACRES
TOTAL AREA = 3,1500 ACRES

LAND OF THE DONATORS:
1.5 ACRES

PRELIMINARY SUMMARY:
1,120.00 ACRES (PART OF PRELIM)
1,120.00 ACRES (PART OF PRELIM)
1,120.00 ACRES (PART OF PRELIM)

DEED REFERENCES:
1. LANS OF CINCINNATI, WERE CANCELED, MADE IN CANCELLATION WITH PROPERTY LOTS.
2. PREVIOUSLY CANCELED DEED IN BANKRUPTCY PROCEEDING ARE SHOWN ON THE FACE OF THIS PLAT.
3. LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000.



DEED REFERENCES:
1. LANS OF CINCINNATI, WERE CANCELED, MADE IN CANCELLATION WITH PROPERTY LOTS.
2. PREVIOUSLY CANCELED DEED IN BANKRUPTCY PROCEEDING ARE SHOWN ON THE FACE OF THIS PLAT.
3. LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150.

GENERAL NOTES:
1. THE PLAT WAS PREPARED FOR RECORD BY THE WARREN COUNTY ZONING, PLANNING COMMISSION.
2. THE PLAT WAS PREPARED FOR RECORD BY THE WARREN COUNTY ZONING, PLANNING COMMISSION.
3. THE PLAT WAS PREPARED FOR RECORD BY THE WARREN COUNTY ZONING, PLANNING COMMISSION.
4. THE PLAT WAS PREPARED FOR RECORD BY THE WARREN COUNTY ZONING, PLANNING COMMISSION.
5. THE PLAT WAS PREPARED FOR RECORD BY THE WARREN COUNTY ZONING, PLANNING COMMISSION.

HOME OWNERS ASSOCIATION NOTE:
ALL LOTS IN THIS PLAT SHALL BE SUBJECT TO THE EXPANSION OF ROBERTS PARK ASSOCIATION. THE ASSOCIATION SHALL BE FORMED BY THE DEED RECORDS IN THIS PLAT AND SHALL BE BOUND BY THE TERMS OF THE DEED RECORDS.

LOT NO.	ACRES	LOT NO.	ACRES
1	0.1000	76	0.1000
2	0.1000	77	0.1000
3	0.1000	78	0.1000
4	0.1000	79	0.1000
5	0.1000	80	0.1000
6	0.1000	81	0.1000
7	0.1000	82	0.1000
8	0.1000	83	0.1000
9	0.1000	84	0.1000
10	0.1000	85	0.1000
11	0.1000	86	0.1000
12	0.1000	87	0.1000
13	0.1000	88	0.1000
14	0.1000	89	0.1000
15	0.1000	90	0.1000
16	0.1000	91	0.1000
17	0.1000	92	0.1000
18	0.1000	93	0.1000
19	0.1000	94	0.1000
20	0.1000	95	0.1000
21	0.1000	96	0.1000
22	0.1000	97	0.1000
23	0.1000	98	0.1000
24	0.1000	99	0.1000
25	0.1000	100	0.1000
26	0.1000	101	0.1000
27	0.1000	102	0.1000
28	0.1000	103	0.1000
29	0.1000	104	0.1000
30	0.1000	105	0.1000
31	0.1000	106	0.1000
32	0.1000	107	0.1000
33	0.1000	108	0.1000
34	0.1000	109	0.1000
35	0.1000	110	0.1000
36	0.1000	111	0.1000
37	0.1000	112	0.1000
38	0.1000	113	0.1000
39	0.1000	114	0.1000
40	0.1000	115	0.1000
41	0.1000	116	0.1000
42	0.1000	117	0.1000
43	0.1000	118	0.1000
44	0.1000	119	0.1000
45	0.1000	120	0.1000
46	0.1000	121	0.1000
47	0.1000	122	0.1000
48	0.1000	123	0.1000
49	0.1000	124	0.1000
50	0.1000	125	0.1000
51	0.1000	126	0.1000
52	0.1000	127	0.1000
53	0.1000	128	0.1000
54	0.1000	129	0.1000
55	0.1000	130	0.1000
56	0.1000	131	0.1000
57	0.1000	132	0.1000
58	0.1000	133	0.1000
59	0.1000	134	0.1000
60	0.1000	135	0.1000
61	0.1000	136	0.1000
62	0.1000	137	0.1000
63	0.1000	138	0.1000
64	0.1000	139	0.1000
65	0.1000	140	0.1000
66	0.1000	141	0.1000
67	0.1000	142	0.1000
68	0.1000	143	0.1000
69	0.1000	144	0.1000
70	0.1000	145	0.1000
71	0.1000	146	0.1000
72	0.1000	147	0.1000
73	0.1000	148	0.1000
74	0.1000	149	0.1000
75	0.1000	150	0.1000

OWNER DEVELOPER:
M/J HOMES OF CINCINNATI, LLC
9359 WATERSTONE BOULEVARD
SUITE 100
CINCINNATI, OHIO 45249
(513) 248-5400

AREA SUMMARY:
AREA IN LOTS = 2,6544 ACRES
AREA IN R/W = 0.4956 ACRES
TOTAL AREA = 3,1500 ACRES

LAND OF THE DONATORS:
1.5 ACRES

PRELIMINARY SUMMARY:
1,120.00 ACRES (PART OF PRELIM)
1,120.00 ACRES (PART OF PRELIM)
1,120.00 ACRES (PART OF PRELIM)

DEED REFERENCES:
1. LANS OF CINCINNATI, WERE CANCELED, MADE IN CANCELLATION WITH PROPERTY LOTS.
2. PREVIOUSLY CANCELED DEED IN BANKRUPTCY PROCEEDING ARE SHOWN ON THE FACE OF THIS PLAT.
3. LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150.

COUNTY COMMISSIONERS:
I HEREBY APPROVE THIS PLAT ON THIS 9th DAY OF DECEMBER, 2015.

DEERFIELD TOWNSHIP ZONING INSPECTOR:
I HEREBY APPROVE THIS PLAT ON THIS 10th DAY OF DECEMBER, 2015.

COUNTY ENGINEER:
I HEREBY APPROVE THIS PLAT ON THIS 9th DAY OF DECEMBER, 2015.

COUNTY SANITARY ENGINEER:
I HEREBY APPROVE THIS PLAT ON THIS 10th DAY OF DECEMBER, 2015.

COUNTY AUDITOR:
I HEREBY APPROVE THIS PLAT ON THIS 10th DAY OF DECEMBER, 2015.

WARREN COUNTY ZONING:
I HEREBY APPROVE THIS PLAT ON THIS 10th DAY OF DECEMBER, 2015.

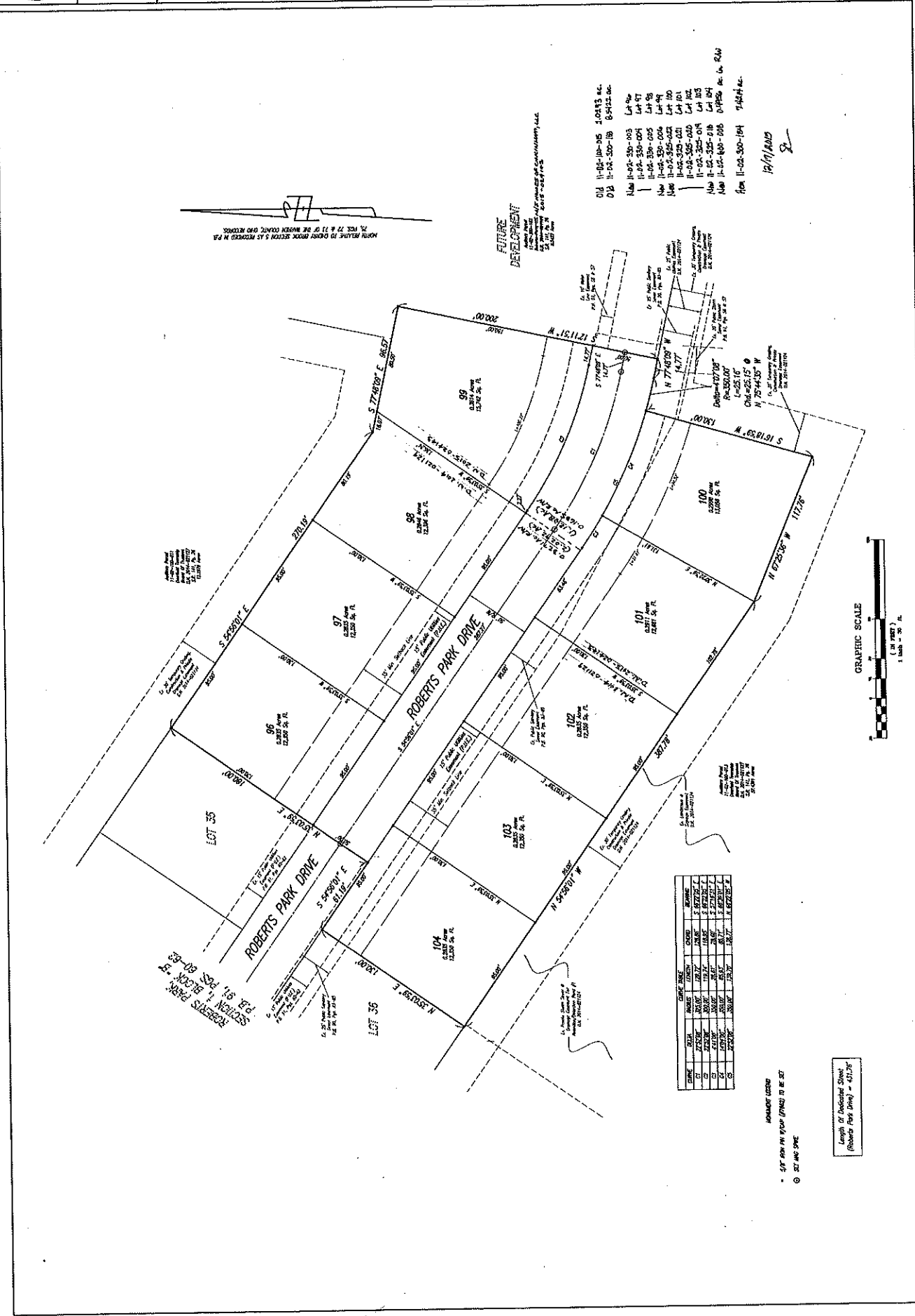
OWNER DEVELOPER:
M/J HOMES OF CINCINNATI, LLC
9359 WATERSTONE BOULEVARD
SUITE 100
CINCINNATI, OHIO 45249
(513) 248-5400

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TOTAL AREA = 3,1500 ACRES

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DEED REFERENCES:
1. LANS OF CINCINNATI, WERE CANCELED, MADE IN CANCELLATION WITH PROPERTY LOTS.
2. PREVIOUSLY CANCELED DEED IN BANKRUPTCY PROCEEDING ARE SHOWN ON THE FACE OF THIS PLAT.
3. LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 3



LOT	AREA	PERCENT	ADJACENT LOTS
96	12,200 sq. ft.	1.00%	97, 98, 99, 100, 101, 102, 103, 104
97	12,200 sq. ft.	1.00%	96, 98, 99, 100, 101, 102, 103, 104
98	12,200 sq. ft.	1.00%	96, 97, 99, 100, 101, 102, 103, 104
99	12,200 sq. ft.	1.00%	96, 97, 98, 100, 101, 102, 103, 104
100	12,200 sq. ft.	1.00%	96, 97, 98, 99, 101, 102, 103, 104
101	12,200 sq. ft.	1.00%	96, 97, 98, 99, 100, 102, 103, 104
102	12,200 sq. ft.	1.00%	96, 97, 98, 99, 100, 101, 103, 104
103	12,200 sq. ft.	1.00%	96, 97, 98, 99, 100, 101, 102, 104
104	12,200 sq. ft.	1.00%	96, 97, 98, 99, 100, 101, 102, 103

ADJACENT LOTS
 - 5 FT. SIDE SETBACK (MIN.) TO BE SET
 @ SET AND DRIVE

Length of Indicated Street
 (Roberts Park Drive) = 412.5'

FUTURE DEVELOPMENT
 The area shown on this plat is reserved for future development. The owner of the land shown on this plat is advised that the area shown on this plat is reserved for future development.

NOTE: MAPS TO OTHER BLOCK SECTIONS 1 & 2 ARE IN PA
 25, 26, 27 & 28 OF THE WARREN COUNTY, OHIO RECORDS.

- 100 12,200 sq. ft.
- 101 12,200 sq. ft.
- 102 12,200 sq. ft.
- 103 12,200 sq. ft.
- 104 12,200 sq. ft.
- 96 12,200 sq. ft.
- 97 12,200 sq. ft.
- 98 12,200 sq. ft.
- 99 12,200 sq. ft.

92-34

From: [Weber, Kurt](#)
To: [Lander, Laura](#)
Cc: [Ryan, Tabitha](#); [Fisher, W. Jason](#); [Apking, Bobbi J.](#); [Tunison, Neil](#); [Weber, Kurt](#)
Subject: FW: Roberts Park Section 1 Blocks A,B,C and Section 2 Block a
Date: Friday, March 06, 2020 11:42:27 AM
Attachments: [image001.png](#)
[PB90-086 Roberts Park Section 1 Block A.pdf](#)
[PB90-087 Roberts Park Section 1 Block A.pdf](#)
[PB91-062 Robert's Park Sec 1 Block B Subd.pdf](#)
[PB91-060 Robert's Park Sec 1 Block B Subd.pdf](#)
[PB91-061 Robert's Park Sec 1 Block B Subd.pdf](#)
[PB92-033 Robert's Park Section 1 Block C.pdf](#)
[PB92-034 Robert's Park Section 1 Block C.pdf](#)
[PB92-014 Roberts Park Sec 2 Blk A.pdf](#)
[PB92-013 Roberts Park Sec 2 Blk A.pdf](#)

Laura,

Please see the email of acceptance below from Deerfield Township for Roberts Park Sections 1A, 1B, 1C and 2A. Please also see attached the subdivision plats showing the street network for sections 1A, 1B, 1C, and 2A.

Thanks,

Kurt E. Weber, PE, PS
Chief Deputy Engineer
Warren County Engineer's Office
210 West Main Street
Lebanon, OH 45036
direct: 513-695-3306
kurt.weber@co.warren.oh.us

From: Fisher, W. Jason
Sent: Thursday, February 27, 2020 8:59 AM
To: Weber, Kurt
Subject: FW: Roberts Park Section 1 Blocks A,B,C and Section 2 Block a

From: Chip Cowan [<mailto:ccowa@deerfieldtwp.com>]
Sent: Tuesday, February 11, 2020 1:54 PM
To: Fisher, W. Jason <W.Fisher@co.warren.oh.us>
Cc: Bill Highfill <bhigh@deerfieldtwp.com>; Jeff Thomas <jthomas@deerfieldtwp.com>
Subject: RE: Roberts Park Section 1 Blocks A,B,C and Section 2 Block a

Jason,

I have been onsite for Roberts Park Section 1 Blocks A,B,C and Section 2 Block A and verified that the work request has been completed. Moving forward Deerfield Township is willing to accept Roberts

Park Section 1 Blocks A,B,C and Section 2 Block A for public maintenance. Should you have any question or concerns, please do not hesitate to contact me.

Respectfully,

Chip Cowan
Public Works
Project Coordinator
4900 Parkway | Suite 150 | Deerfield Township, Ohio 45040
513.701.6978 Direct | 513.701.6958 Main | 513.260.7427 Cell
ccowa@deerfieldtwp.com | www.choosedeerfield.com



From: Fisher, W. Jason [<mailto:W.Fisher@co.warren.oh.us>]

Sent: Thursday, February 6, 2020 2:12 PM

To: Eric Reiners <erein@deerfieldtwp.com>; Bill Highfill <bhigh@deerfieldtwp.com>; Chip Cowan <ccowa@deerfieldtwp.com>; Houston Jim <jhous@deerfieldtwp.com>

Cc: Casey Kehling <ckehling@MIHOMES.com>

Subject: Roberts Park Section 1 Blocks A,B,C and Section 2 Block a

Eric, Billy, Chip, and Jim,

Please find attached a copy of the letter stating the punch list items have been completed for Roberts Park Section 1 Block A, Section 1 Block B, Section 1 Block C, and Section 2 Block A. At your first chance, please respond back accepting the streets for public maintenance.

Thank you,

Jason Fisher

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 20-0410

Adopted Date March 10, 2020

RESCIND RESOLUTION #20-0347 APPROVING AN APPROPRIATION ADJUSTMENT
WITHIN GENERAL FUND #11011110

WHEREAS, pursuant to Resolution #20-0347, adopted February 27, 2020 this Board approved
an appropriation adjustment within General Fund 11011110; and

WHEREAS, this request was not processed in Munis on the requested date; and

NOW THEREFORE BE IT RESOLVED, to rescind Resolution #20-0347, adopted February 27,
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 – yea
Mr. Grossmann – yea
Mrs. Jones – yea

Resolution adopted this 10th day of March 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Appropriation Adj. file
OMB (file)

BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO

Resolution

Number 20-0411

Adopted Date March 10, 2020

APPROVE AN OPERATIONAL TRANSFER FROM COMMISSIONERS FUND #11011112 INTO HUMAN SERVICES FUND #2203

WHEREAS, the Department of Human Services has requested that the ninth 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 – yea
Mr. Grossmann – yea
Mrs. Jones – yea

Resolution adopted this 10th day of March 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 20-0412

Adopted Date March 10, 2020

APPROVE AN OPERATIONAL TRANSFER FROM MOTOR VEHICLE FUND #2202 INTO
STATE OPWC LOAN FUND #3360

BE IT RESOLVED, to approve the following operational transfer:

\$112,715.70	from	22023120-5997	(Operational Transfer)
	into	3360-49000	(Operational Transfer)

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

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

Resolution adopted this 10th day of March 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Operational Transfer File
Engineer (file)

Resolution

Number 20-0413

Adopted Date March 10, 2020

APPROVE APPROPRIATION ADJUSTMENTS AND AN OPERATIONAL TRANSFER FOR COUNTY COMMISSIONERS' FUND #11011110

WHEREAS, an Operational Transfer is necessary in order to process payment for interest and principal for the Radio System debt; and

NOW THEREFORE IT BE IT RESOLVED, to approve the following operational transfer to process payment for interest and principal for the Radio Systems debt:

Appropriation Adjustment

\$41,973.75 from 11011110-5511 (Commissioners - Interest)
into 11011110-5997 (Commissioners - Operation Transfer)

\$870,000.00 from 11011110-5512 (Commissioners - Principal)
into 11011110-5997 (Commissioners - Operation Transfer)

Operational Transfer

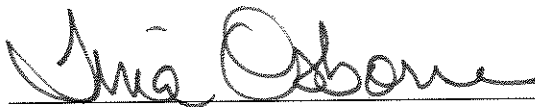
\$911,973.75 from #11011110-5997 (Commissioners - Operation Transfer)
into #3368-49000 (Radio Bond - Distributions/Transfers)

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

Resolution adopted this 10th day of March 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Appropriation Adj. file
Operational Trans. File
Commissioners' file
OMB

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 20-0414

Adopted Date March 10, 2020

APPROVE SUPPLEMENTAL APPROPRIATIONS INTO COMMON PLEAS COURT
COMMUNITY BASED CORRECTIONS #2289

BE IT RESOLVED, to approve the following supplemental appropriations:

\$ 500.00	into	BUDGET-BUDGET	22891229-5210	(Materials & Supplies)
\$ 5,000.00	into	BUDGET-BUDGET	22891229-5400	(Purchased Services)
\$ 8,000.00	into	BUDGET-BUDGET	22891229-5910	(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 – yea
Mr. Grossmann – yea
Mrs. Jones – yea

Resolution adopted this 10th day of March 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Supplemental Adjustment file
Common Pleas (file)

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 20-0415

Adopted Date March 10, 2020

APPROVE SUPPLEMENTAL APPROPRIATION INTO COMMON PLEAS COURT
COMMUNITY BASED CORRECTIONS #2289

BE IT RESOLVED, to approve the following supplemental appropriation:

\$ 2,000.00 into BUDGET-BUDGET 22891227-5210 (Materials & Supplies)

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

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

Resolution adopted this 10th day of March 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

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

Resolution

Number 20-0416

Adopted Date March 10, 2020

APPROVE APPROPRIATION ADJUSTMENT WITHIN COMMON PLEAS COURT
CAPITAL CASE FUND #11011221

BE IT RESOLVED, to approve the following appropriation adjustment:

\$ 600.00 from #11011221-5910 (Other Expenses)
 into #11011221-5911 (Non Tax Fringe-Meals)

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

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

Resolution adopted this 10th day of March 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

Resolution

Number 20-0417

Adopted Date March 10, 2020

APPROVE APPROPRIATION ADJUSTMENT WITHIN ENGINEER'S OFFICE FUND #2202

BE IT RESOLVED, to approve the following appropriation adjustment for Panasonic Toughbook purchase:

\$2,498.02 from #22023110-5320 (Capital Purchases)
 into #22023110-5318 (Data Board Non Cap 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 – yea
Mr. Grossmann – yea
Mrs. Jones – yea

Resolution adopted this 10th day of March 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Appropriation Adj. file
Engineer (file)

Resolution

Number 20-0418

Adopted Date March 10, 2020

APPROVE AN APPROPRIATION ADJUSTMENT WITHIN DOG AND KENNEL FUND
#2206

BE IT RESOLVED, to approve the following appropriation adjustment:

\$32,000.00 from #22062700-5320 (Capital Purchase)
into #22062700-5310 (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 – yea
Mr. Grossmann – yea
Mrs. Jones – yea

Resolution adopted this 10th day of March 2020.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor
Appropriation Adjustment file
Dog & Kennel (file)

Resolution

Number 20-0419

Adopted Date March 10, 2020

APPROVE APPROPRIATION ADJUSTMENT WITHIN THE OHIOMEANSJOBS WARREN COUNTY FUND #2254

WHEREAS, an appropriation adjustments are necessary for payment of NON TAXABLE MEAL FRINGE and TAXABLE MEAL FRINGE expenses; and

NOW THEREFORE BE IT RESOLVED, to approve appropriation adjustments within the OhioMeansJobs Warren County Fund # 2254.

\$ 1,500	from	#22545800-5910	(Other Expense)
\$ 1,000	into	#22545800-5911	(Non Taxable Meal Fringe)
\$ 500	into	#22545800-5922	(Taxable Meal Fringe)

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

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

Resolution adopted this 10th day of March 2020.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor
Appropriation Adj. file
OhioMeansJobs (file)

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 20-0420

Adopted Date March 10, 2020

APPROVE APPROPRIATION ADJUSTMENT WITHIN THE OHIOMEANSJOBS WARREN COUNTY FUND #2258

WHEREAS, an appropriation adjustments are necessary for payment of NON TAXABLE MEAL FRINGE and TAXABLE MEAL FRINGE expenses; and

NOW THEREFORE BE IT RESOLVED, to approve appropriation adjustments within the OhioMeansJobs Warren County Fund # 2258.

\$ 1,500	from	#22585800-5910	(Other Expense)
\$ 1,000	into	#22585800-5911	(Non Taxable Meal Fringe)
\$ 500	into	#22585800-5922	(Taxable Meal Fringe)

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

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

Resolution adopted this 10th day of March 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Appropriation Adj. file
OhioMeansJobs (file)

Resolution

Number 20-0421

Adopted Date March 10, 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, Vanessa Henson, Michaela Parker, and Kevin Hogg:

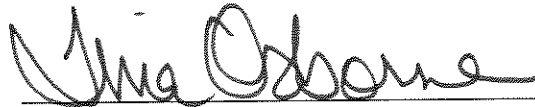
\$5,130.00 from #22735100-5102 (Regular Salaries)
 into #22735100-5882 (Accum. Vacation Payout)

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

Resolution adopted this 10th day of March 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

jc/

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

Resolution

Number 20-0422

Adopted Date March 10, 2020

APPROVE APPROPRIATION ADJUSTMENT WITHIN THE WATER REVENUE FUND
NO. 5510

WHEREAS, the Water and Sewer Department incurs costs for billing service fees; and

WHEREAS, an appropriation adjustment is necessary to accommodate said costs; and

NOW THEREFORE BE IT RESOLVED, to approve the following appropriation adjustment:

\$1,500.00	from	55103209-5400	(Purchased Services)
	into	55103209-5910	(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:

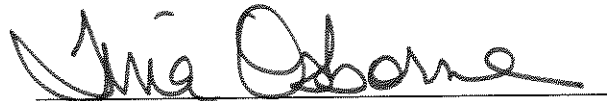
Mr. Young – yea

Mr. Grossmann – yea

Mrs. Jones – yea

Resolution adopted this 10th day of March 2020.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

mbz

cc: Auditor
Appropriation Adj. file
Water/Sewer (file)

BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO

Resolution

Number 20-0423

Adopted Date March 10, 2020

APPROVE APPROPRIATION ADJUSTMENT WITHIN THE WATER REVENUE FUND
NO. 5510

WHEREAS, the Water and Sewer Department incurs a capital outlay for the purchase of a
Vactor truck; and

WHEREAS, an appropriation adjustment is necessary to accommodate said costs; and

NOW THEREFORE BE IT RESOLVED, to approve the following appropriation adjustment:

\$32,000.00	from	55103200-5998	(RESERVE/CONTINGENCY)
	into	55103200-5310	(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 – yea
Mr. Grossmann – yea
Mrs. Jones – yea

Resolution adopted this 10th day of March 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

mbz

cc: Auditor
Appropriation Adj. file
Water/Sewer (file)

Resolution

Number 20-0424

Adopted Date March 10, 2020

APPROVE APPROPRIATION ADJUSTMENT WITHIN THE SEWER REVENUE FUND
NO. 5580

WHEREAS, the Water and Sewer Department incurs a capital outlay for the purchase of a service truck; and

WHEREAS, an appropriation adjustment is necessary to accommodate said costs; and

NOW THEREFORE BE IT RESOLVED, to approve the following appropriation adjustment:


\$27,000.00	from	55803300-5998	(RESERVE/CONTINGENCY)
	into	55803300-5310	(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 – yea
Mr. Grossmann – yea
Mrs. Jones – yea

Resolution adopted this 10th day of March 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

mbz

cc: Auditor
Appropriation Adj. file
Water/Sewer (file)

Resolution

Number 20-0425

Adopted Date March 10, 2020

APPROVE APPROPRIATION ADJUSTMENT WITHIN HEALTH INSURANCE FUND
#6632

BE IT RESOLVED, to approve the following appropriation adjustment for payment of
Consulting Fees:

\$ 2,100.00 from #66320100-5910 (Health Ins Other Exp)
 into #66320100-5400 (Health Ins Purchased Svcs)

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

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

Resolution adopted this 10th day of March 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Appropriation Adj. file
OMB (file)

Resolution

Number 20-0426

Adopted Date March 10, 2020

APPROVE REAPPOINTMENTS TO THE WARREN COUNTY PORT AUTHORITY

WHEREAS, Matt Layer and Cheryl Reindl-Johnson's terms on the Warren County Port Authority expired on March 6, 2020; and

NOW THEREFORE BE IT RESOLVED, to approve the following reappointments to the Warren County Port Authority:

Matt Layer
Executive VP & Chief Lending Officer
LCNB National Bank

term to expire on March 6, 2024

Cheryl Reindl-Johnson
Associate Dean
Sinclair Community College


term to expire on March 6, 2024

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

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

Resolution adopted this 10th day of March 2020.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

RB/

cc: Appointment file
Warren County Port Authority (file)
Economic Development (file)
Appointees
Laura Lander

Resolution

Number 20-0427

Adopted Date March 10, 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

NOW THEREFORE BE IT RESOLVED that the Board of County Commissioners of Warren County hereby appoints Tate Borcoman President of Action Staffing, to the Area 12 Workforce Investment Board, effective upon adoption of this resolution and ending June 30, 2022.

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

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

Resolution adopted this 10th day of March 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

AP/

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

Resolution

Number 20-0428

Adopted Date March 10, 2020

RESOLUTION AUTHORIZING THE COUNTY OF WARREN, OHIO TO APPROVE THE ISSUANCE OF HOSPITAL FACILITIES REVENUE BONDS OF THE COUNTY OF ALLEN, OHIO; AND AUTHORIZING OTHER DOCUMENTS IN CONNECTION WITH THE ISSUANCE OF SUCH BONDS

WHEREAS, Bon Secours Mercy Health, Inc., successor by merger to Mercy Health, is a nonprofit Maryland corporation (the "Corporation") that, through its subordinate and affiliated nonprofit entities (the "Affiliates"), owns and operates healthcare facilities at various locations in Ohio, including Hospital Facilities, as defined in Section 140.01 of the Ohio Revised Code, in Warren County, Ohio (the "County") and the Corporation has determined to acquire, construct and equip certain additional Hospital Facilities located in the County (collectively, the "Local Facilities"), and has requested the County of Allen, Ohio (the "Issuer") to issue its bonds therefor; and

WHEREAS, Chapter 140 of the Ohio Revised Code provides a procedure by which "Public Hospital Agencies," as defined therein and including counties and municipal corporations, may enter into an agreement pursuant to which a Public Hospital Agency may issue its revenue bonds to fund the capital needs of Hospital Facilities located in the jurisdictions of each of the Public Hospital Agencies which are parties to such agreement, for the public purpose of better providing for the health and welfare of the people of the State of Ohio by enhancing the availability, efficiency and economy of Hospital Facilities and the services rendered thereby; and

WHEREAS, the Corporation has represented to the County that it has organized under a master trust indenture the financing of certain debt of the Corporation and the Affiliates, including debt incurred to fund the capital needs of the Local Facilities, and from time to time will undertake the financing and refinancing of Hospital Facilities, including the Local Facilities, thereby enhancing the availability, efficiency and economy of Hospital Facilities and the services rendered thereby in the County; and

WHEREAS, the County entered into the Participating Public Hospital Agencies Agreement with the Issuer and certain additional political subdivisions (collectively with the County, the "Participating Public Hospital Agencies") pursuant to Section 140.03, Ohio Revised Code, on May 1, 2008 for the purposes of (a) financing and refinancing through the Issuer certain capital equipment and construction needs of the Corporation and its Affiliates, including the Local Facilities, located within the jurisdiction of the County, including the reimbursement of costs advanced for those purposes, and (b) refunding and retiring outstanding prior indebtedness incurred for such purpose; and

WHEREAS, the Corporation anticipates that the Issuer will issue its Hospital Facilities Revenue Bonds, Series 2020 (Bon Secours Mercy Health, Inc.), in one or more series (the "Series 2020 Bonds"), in an amount not to exceed \$525,000,000 to (a) finance and refinance the acquisition, construction and equipping of Hospital Facilities located in the jurisdiction of the Participating Public Hospital Agencies and (b) refund and retire certain outstanding prior indebtedness, and the Issuer may, from time to time, determine to issue additional revenue bonds, in order to finance and refinance the costs of Hospital Facilities, in cooperation with the Participating Public Hospital Agencies; and

WHEREAS, Section 147(f) of the Internal Revenue Code of 1986, as amended (the "Code"), requires that prior to their issuance, the Series 2020 Bonds must be approved by the "applicable elected representative" (as defined in such Section 147(f) of the Code) of the Issuer and of certain political subdivisions in which Hospital Facilities will be financed, including the County; and

WHEREAS, this Board of County Commissioners is the applicable elected representative of the County; and

WHEREAS, a public hearing was held with respect to the issuance of the Series 2020 Bonds prior to the consideration of this resolution;

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

SECTION 1. That any revenue bonds issued under the authority of the Participating Public Hospital Agencies Agreement shall not be, and are not, general obligations, debt or bonded indebtedness of the County or any Participating Public Hospital Agency and the holders or owners of such revenue bonds shall not have the right to have excises or taxes levied by the County or any Participating Public Hospital Agency for the payment of principal of, or interest or premium, if any, on such revenue bonds. Such payment shall be made only from funds provided by the Corporation or its Affiliates.

SECTION 2. That this Board, as the "applicable elected representative" of the County for purposes of Section 147(f) of the Internal Revenue Code of 1986, as amended, hereby approves the issuance of the Series 2020 Bonds by the County of Allen, Ohio, in the maximum principal amount of \$525,000,000. It is anticipated that the proceeds of the Series 2020 Bonds will be made available to the Corporation and certain of its nonprofit affiliates. The Series 2020 Bonds will be issued as qualified 501(c)(3) bonds as defined in Section 145 of the Internal Revenue Code of 1986, as amended, to (i) finance, refinance, or reimburse the costs of, the acquisition, construction and equipping of equipment, real property and improvements to Hospital Facilities, at some or all of the following locations in the County: (A) 7423 Mason Montgomery Road, Mason, known as Cincinnati Sports Medicine, (B) 9313 Mason Montgomery Road, Suite 250, Cincinnati, known as Mason Family Medicine, (C) 5232 Socialville-Fosters Road, Mason, known as Deerfield Family Medicine & Specialists, (D) 5236 Socialville-Fosters Road, Mason, known as Cincinnati Sports Medicine, (E) 770 Reading Road, Suite A, Mason, known as Mason Area Medical Associates, (F) 4605 Duke Drive, Mason, Floors 4, 5, and 6, known as Mercy Health Billing and Customer Support Office, and (G) a 7.3 acre parcel at the southwest corner of the intersection of Mason Montgomery Road and Parkway Drive (each, a "project" and collectively, the "projects"), the initial legal owner or principal user of each project being Mercy Health Cincinnati LLC or Mercy Health Physicians Cincinnati LLC, each an Ohio non-profit limited liability company, or the Corporation, or a related party thereof; (ii) refund all or a portion of the following bonds whose proceeds were utilized to finance or refinance Hospital Facilities at the projects: (A) County of Allen, Ohio Adjustable Rate Hospital Facilities Revenue Bonds, Series 2008 (Catholic Healthcare Partners), which are made up of multiple series of bonds, and (B) County of Allen, Ohio Adjustable Rate Hospital Facilities Revenue Bonds, Series 2015B (Mercy Health); and (iii) finance certain costs associated with the issuance of the Series 2020 Bonds. The Corporation and its nonprofit affiliates operate a healthcare system on several campus sites. The projects are and will be used by the Corporation in an integrated operation for the delivery of healthcare, education, scientific research and administrative activities supporting those activities on several campuses. Not more than \$25,000,000 of the stated principal amount of the Series 2020 Bonds will be spent at the projects in the aggregate, and not more than \$10,000,000 of

the stated principal amount of the Series 2020 Bonds will be spent at any one project listed above. A portion of the proceeds of the Series 2020 Bonds will also be used to finance and refinance Hospital Facilities at locations outside the County, in the State of Ohio.

This approval is intended to comply with the provisions of Section 147(f) of the Code, and does not constitute a finding of the Board as to the compliance or noncompliance by the Corporation or the County of Allen, Ohio with any legal requirements imposed upon them in connection with the issuance of the Series 2020 Bonds.

SECTION 3. That the Clerk of this Board and any member of this Board be and they hereby are authorized to execute and deliver on behalf of the County such certificates, documents and instruments in connection with the issuance and public sale of the Series 2020 Bonds and of revenue bonds issued from time to time under authority of the Participating Public Hospital Agencies Agreement, and the delivery of the Participating Public Hospital Agencies Agreement, as may be required, necessary or appropriate, including, without limitation, applicable elected representative approvals, conveyances of title to real and personal property, terminations of financing statements and other releases of security interests in property. Such documents, including the ones specifically authorized hereby, shall be subject to such changes, insertions and omissions as may be approved by this Board, which approval shall be conclusively evidenced by the execution thereof by the proper officers of this Board.

SECTION 4. That the provisions of this Resolution are hereby declared to be severable and, if any section, phrase or provision shall, for any reason, be declared invalid, such declaration of invalidity shall not affect the validity of the remainder of this Resolution.

SECTION 5. All resolutions, orders or parts thereof in conflict with the provisions of this Resolution are, to the extent of such conflict, hereby repealed.

SECTION 6. It is found and determined that all formal actions of this Board concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Board, and that all deliberations of this Board and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law, including Section 121.22 of the Ohio Revised Code, and the rules of this Board in accordance therewith.

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

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

Resolution adopted this 10th day of March 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor (certified)

Bond File

Abbot Thayer-Dinsmore & Shohl

CERTIFICATE

The undersigned, duly appointed and acting Clerk of the Board of County Commissioners of Warren County, Ohio, does hereby certify that the foregoing is a true and correct copy of a resolution adopted by such Board on March 10, 2020, together with an extract from the minutes of the meeting at which that resolution was adopted to the extent pertinent thereto.

A handwritten signature in cursive script, appearing to read "Tina Osborne", is written over a horizontal line.

Clerk of the Board of County Commissioners,
Warren County Ohio