

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 20-1074

Adopted Date August 04, 2020

ACCEPT RESIGNATION OF ETHAN TYREE, EMERGENCY COMMUNICATIONS OPERATOR, WITHIN THE WARREN COUNTY EMERGENCY SERVICES DEPARTMENT, EFFECTIVE JULY 27, 2020

BE IT RESOLVED, to accept the resignation of Ethan Tyree Emergency Communications Operator, within the Warren County Emergency Services Department, effective July 27, 2020.

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 4th day of August 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

Resolution

Number 20-1075

Adopted Date August 04, 2020

APPROVE REHIRE OF RANDI PHILLIPS AS ALTERNATIVE RESPONSE
CASEWORKER I WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND
FAMILY SERVICES, CHILDREN SERVICES DIVISION

WHEREAS, Ms. Phillips was a former employee within the department and meets the minimum requirements with an associate's degree pursuant to OAC 5105: 2-33-55 and is currently on track to receive a bachelor's degree in October 2021 meeting the requirements pursuant to OAC 5105: 2-33-55; and

WHEREAS, the Director of Children Services and several supervisors have interviewed Ms. Phillips and recommend her for said position due to her length of time with the agency and high quality of work; and

NOW THEREFORE BE IT RESOLVED, to hire Randi Phillips to the position of Alternative Response Caseworker I, non-exempt, pay range #6 \$16.79 per hour, under the Warren County Job and Family Services, Children Services Compensation Schedule, effective pay period beginning August 17, 2020, subject to 365 day probation period; and

BE IT FURTHER RESOLVED, if Ms. Phillips withdraws from college at any point prior to obtaining her bachelor's degree and/or does not obtain her bachelor's degree within five years of her hire date, Ms. Phillips will no longer meet the requirements of an Alternative Response Caseworker and will have the ability to moved to any vacant position provided she meets the minimum requirements of the vacancy, otherwise the department will pursue separation.

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 4th day of August 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Children Services (file)
Randi Phillips' Personnel file
OMB – Sue Spencer

Resolution

Number 20-1076

Adopted Date August 04, 2020

APPROVE A DEMOTION AND A SALARY DECREASE FOR TONYA CORNETT, EMERGENCY COMMUNICATIONS SUPERVISOR, WITHIN THE EMERGENCY SERVICES DEPARTMENT

WHEREAS, Tonya Cornett, Emergency Communications Supervisor within the Emergency Services Department has requested to step down from the Emergency Communications Supervisor position to a vacant Emergency Communications Operator position, effective pay period beginning June 9, 2020; and

NOW THEREFORE BE IT RESOLVED, to demote Tonya Cornett from Emergency Communications Supervisor to Emergency Communications Operator within the Emergency Services Department, effective June 9, 2020; and

BE IT FURTHER RESOLVED, to approve Tonya Cornett's salary decrease to \$26.11 per hour, effective June 29, 2020.

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 4th day of August 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

H/R

cc: Emergency Services (file)
T. Cornett's Personnel file
OMB – Sue Spencer

Resolution

Number 20-1077

Adopted Date August 04, 2020

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

WHEREAS, it is the desire of this Board to update section 4.13; Use of County Credit Card Policy to provide more detail and clarification; and

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

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

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

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

Resolution adopted this 4th day of August 2020.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

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

POLICY 4.13: USAGE OF COUNTY CREDIT CARDS

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

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

The Credit Card may be used for:

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

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

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

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

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

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

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

Resolution

Number 20-1078

Adopted Date August 04, 2020

ADVERTISE FOR BIDS FOR THE FY19 HARVEYSBURG STORM & SANITARY IMPROVEMENT CDBG PROJECT

BE IT RESOLVED, to advertise for bids for the FY19 Harveysburg Storm & Sanitary Improvement CDBG Project to be funded under the County's Community Development Block Grant Program for the Warren County Office of Grants Administration; 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 website, beginning the week of August 9, 2020; bid opening to be August 25, 2020 @ 9:00 a.m.

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 4th day of August 2020.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

KH

cc: OGA (file)
OMB Bid file

Resolution

Number 20-1079

Adopted Date August 04, 2020

ACCEPT RECOMMENDATION TO AWARD CONTRACT WITH NUCTECH US INC.
RELATIVE TO BODY SCANNER INSPECTION SYSTEM FOR THE WARREN COUNTY
JAIL

WHEREAS, pursuant to Resolution 20-0832 adopted June 16, 2020 this Board authorized a request for proposals for a Body Scanner Inspection System for the Warren County Jail; and

WHEREAS, seven (7) proposals were received, and utilizing the published criteria were reviewed and ranked by the designated Selection Committee; and

WHEREAS, based on ranking by the Selection Committee, it is the desire of the Board of County Commissioners to authorize an awarded contract with Nuctech US Inc.; and

NOW THEREFORE BE IT RESOLVED, to accept the recommendation to award a contract with Nuctech US Inc. relative to the Body Scanner Inspection System for the Warren County Jail; ranking attached hereto.

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 4th day of August 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

KH/

cc: c/a—Nuctech US Inc.
Bid file
Facilities Management (file)

EVALUATION WORKSHEET

Name of Project: Body Scanner Inspection System for the Warren County Jail

Date of Evaluation: 07/29/2020

Criteria	Possible Points	Nutech	Imaging Systems & Service	OD Security NA	ADANI Systems	Romaine	Proactive	Tek84
Price of product	25	25	20	17	14	16	22	13
Price of ongoing service and maintenance	20	20	16	13	15	14	12	15
Product quality and features	25	20	18	23	23	23	18	18
Product footprint	10	10	10	8	10	10	10	10
Feedback and reviews from relevant customers	15	10	5	15	5	10	8	10
Anticipated timeline	5	5	2	5	2	0	5	5
TOTAL	100	90	71	81	69	73	75	71

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

Resolution

Number 20-1080

Adopted Date August 04, 2020

ENTER INTO CONTRACT WITH EARTH & PIPE CONTRACTING, INC., FOR THE MAIN STREET SEWER REPLACEMENT PROJECT

WHEREAS, pursuant to Resolution 20-1025, adopted July 21, 2020 this Board approved a Notice of Intent to Award Bid for the Main Street Sewer Replacement Project to Earth & Pipe Contracting, Inc., for a total bid price of \$82,560.00; and

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

NOW THEREFORE BE IT RESOLVED, to enter into contract with Earth & Pipe Contracting, Inc., 1985 Roxanna New Burlington Road, Waynesville, Ohio, for a total contract price of \$82,560.00; as attached hereto and made a part hereof.

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

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

Resolution adopted this 4th day of August 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

KH\

cc: c/a—Earth & Pipe Contracting Inc.
Water/Sewer (file)
OMB Bid file

**SECTION 00 60 10
CONTRACT**

THIS AGREEMENT, made this 4th day of August, 2020, with the Warren County Board of Commissioners, 406 Justice Drive, Lebanon, Ohio, hereinafter called "Owner" and **Earth & Pipe Contracting, Inc., 1985 Roxanna New Burlington Road, Waynesville, Ohio**, doing businesses as (an individual, partner, a corporation) hereinafter called "Contractor."

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

MAIN STREET SEWER REPLACEMENT PROJECT

hereinafter called the project, for the sum of **\$82,560.00, eighty two thousand, five hundred and sixty dollars**, and all work in connection therewith, under the terms as stated in the General Conditions and Supplemental Conditions of the Contract; and as his (its or their) own proper cost and expense furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in Contract Documents. "Contract Documents" means and includes the following:

- Addendum
- Division 00 – Contract Requirements
- Division 01 to 48 – Technical Specifications
- General Conditions
- Supplemental Conditions
- Any and All Bid Documents
- Construction Drawings

CONTRACTOR hereby agrees to commence work under this contract on or before a date to be specified in a Written "Notice to Proceed" of the OWNER and shall complete all work within the following requirements:

Substantial completion: 60 days from Notice to Proceed.

Final completion: Site restoration work completed, and Contract Closeout shall be within 90 days from Notice to Proceed.

Any delays in substantial completion of the work that are within the control of the Contractor, their Subcontractor, or Supplier shall be subject to liquidated damages in the sum of \$200.00 for each consecutive calendar day that the project extends beyond the substantial completion deadline.

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

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

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

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

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

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

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

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

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

WARREN COUNTY BOARD OF COMMISSIONERS

(Owner)

David G. Young, President

ATTEST:

Tom Grossmann, Vice President

Kimbley

Name

Shannon Jones

(Seal)

ATTEST:

EARTH & PIPE CONTRACTING, INC.

(Contractor)

R. O. F. Keene

By:

Darin A. Deady

Name

President

Title

Approved as to Form:

Karl W. Auler

Assistant Prosecutor

Resolution

Number 20-1081

Adopted Date August 04, 2020

APPROVE AND AUTHORIZE DUSTIN FLINT, INFRASTRUCTURE SYSTEMS
MANAGER TO SIGN TASK COMPLETION FOR EXTREME NETWORKS, ON BEHALF
OF WARREN COUNTY TELECOMMUNICATIONS

WHEREAS, Extreme Networks completed tasks as follows: Upgraded all X460-G2 to 30.6.1.11
patch 1-11 and installed base configuration, Installed XMC and added all switches to database
via snmpv3, Configured XMC with all basic updates and changes needed for management,
Configured all X460-G2 switches for routing and MPLS, Verified 911, telecom, and all
Pseudowires worked, Provided knowledge transfer; and

NOW THEREFORE BE IT RESOLVED, to approve and authorize Dustin Flint, Infrastructure
Systems Manager to sign Task Completion for Extreme Networks, on behalf of Warren County
Telecommunications as attached hereto and a part hereof.

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

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

Resolution adopted this 4th day of August 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—Extreme Networks
Telecom (file)



Sign Off Sheet

Service Location		Bill To Address (if different)	
Customer: Warren County Telecommunications		Customer:	
Address: 500 Justice Drive		Address:	
City: Lebanon		City:	
State: OH Zip code: 45036		State: Zip code:	
Contact: Dustin Flint		Contact:	
Contact:		Contact:	
Phone: 513-695-2812		Phone:	
Email: Dustin.Flint@wcoh.net		Email:	
Date requested: 07/13/20-07/17/20			
Dates onsite: 07/13/20-07/17/20			
PO number:			
Total hours onsite: 34			
ESUs used: 4 ESUs			
Tasks Completed: <ol style="list-style-type: none"> 1. Upgraded all X460-G2 to 30.6.1.11patch1-11 and installed base configuration. 2. Installed XMC and added all switches to the database via snmpv3. 3. Configured XMC with all basic updates and changes needed for management. 4. Configured all X460-G2 switches for routing and MPLS. 5. Verified 911, telecom, and all Pseudowires worked. 6. Provided Knowledge Transfer 			
Dustin Flint		Cal Turner	
Customer Representative (please print)		Engineer Name (please print)	
Signature		Signature	
07/17/20		07/17/20	
Title	Date	Title	Date
		Extreme Engineer	

Resolution

Number 20-1082

Adopted Date August 04, 2020

AUTHORIZE THE COUNTY ADMINISTRATOR TO SIGN AMENDMENT TO THE GMP AND ASSOCIATED CHANGE ORDER NO 9 DOCUMENT RELATIVE TO COVID-19 PANDEMIC EXPENSES AND ACKNOWLEDGE EXECUTION BY THE COUNTY ADMINISTRATOR OF CHANGE ORDER NO 10 AND 11 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 contract amendment document and change order #9 to accommodate the various expenses associated with the COVID -19 pandemic; and

WHEREAS, Granger has also presented change order no10 and 11 to accommodate various changes relative to sun control devises, shelving, carpet, power supplies and copper cabling; and

WHEREAS, the accumulative total of change order no 9, 10 and 11 increase of \$14,297.45 to the Guaranteed Maximum Price; and

NOW THEREFORE BE IT RESOLVED, to authorize the County Administrator to sign amendment no 9 and the associated change order document and acknowledge the execution of change order no 10 and 11 a net dollar change increase of \$14,297.45 to the Guaranteed Maximum Price, creating a new Guaranteed Maximum Price of \$49,365,688.38; said amendment agreement and change orders with supporting/open book pricing are attached hereto and made a part hereof.

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

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

Resolution adopted this 4th day of August 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

Tz/

cc: C/A— Granger Construction Co., Inc
Project file
Granger Construction Co. J. Woehrl

Sheriff (file)
Martin Russell/Tiffany Zindel
Facilities Management (file)

**AMENDMENT OF AGREEMENT BETWEEN OWNER AND CONSTRUCTION
MANAGER AT RISK PERTAINING TO COVID-19 PANDEMIC RELATED
EXPENSES**

This Amendment is made effective as of the last date signed by parties below, between The Warren County Board of County Commissioners, 406 Justice Drive, Lebanon, Ohio 45036 (hereinafter "Owner") and Granger Construction Company, 175 S. Third Street, Ste. 200, Columbus, Ohio 43215 (hereinafter "Construction Manager"), to amend in part that certain Agreement between the parties originally commenced on May 24, 2018, by authority of Board of County Commissioner Resolution No. 18-0856;

WHEREAS, the parties acknowledge and agree that the pandemic of the respiratory disease COVID-19 was an unexpected event, resulting in the Governor of Ohio to declare a State of Emergency on March 9, 2020, and various orders of quarantine and sector specific shut downs or operation restrictions from the Ohio Department of Health followed;

WHEREAS, the parties acknowledge and agree that despite Ohio Department of Health orders closing many businesses and restricting public activities, the project relevant to this amendment known as the New Jail and Sheriff's Administration Office Project (hereinafter "Project") was deemed an Essential Business and Operation under the March 22, 2020, Director's Stay At Home Order, by the Ohio Department of Health and was always permitted by Owner and state and local governments to continue its operation;

WHEREAS, despite the Project being deemed an essential business and operation, Construction Manager experienced temporary labor shortages beyond its control which adversely effected the construction schedule, further additional protective and sanitary supplies were required to continue the work safely;

WHEREAS, Construction Manager has requested an extension of the contract schedule, increased costs of safety measures, and increased costs of general condition items, and Owner wishes to maintain a Project that is safe for the workforce, within budget with timely completion,

NOW, THEREFORE, in consideration of the covenants hereafter set forth and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Owner and Construction Manager hereby agree as follows:


1. The labor shortage described above related to the COVID-19 pandemic was beyond the control of the Construction Manager and was thus an excusable delay which should entitle the Construction Manager to additional time;
2. The Substantial Completion date shall be extended to October 25, 2021, and Owner hereby waives a claim for liquidated damages relevant to the extension provided by this Amendment only;
3. Parties hereby agree any future similar delays related to COVID 19 will not be deemed by either party to be unexpected, unanticipated, or compensable;
4. Expressly limited to this amendment and to Owner Change Order #9, Owner agrees to waive the provision of AIA Document A201 Sec. 15.1.5.3 which limits compensable

delays to improper action or failure to act by owner, so that Construction Manager may receive compensation from the Owner's contingency as follows;


5. Parties will execute Owner Change Order #9 to compensate Construction Manager and its trade contractors for staffing, general conditions items, and safety measures necessary due to COVID-19 pandemic in the amount of \$120,840, which shall be deducted from the Owner's Contingency; and
6. Construction Manager agrees to reduce the reduce the Construction Manager Contingency in the amount of (\$140,902) to offset the COVID-19 cost impacts, and this will also be reflected in Owner Change Order #9;
7. Except as specifically amended hereby, the May 24, 2018 Agreement shall remain unamended and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date last signed below:

**Warren County
Board of County Commissioners**

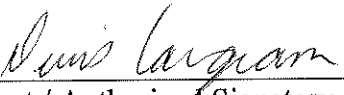
By:  8/4/20
President / Vice-President Date
Jeffrey Bindel
Printed Name
County Admin.

Approved As to Form:


Adam M. Nice, Assistant Prosecutor

Resolution No. 20-1092

Granger Construction Company

Executive Vice By:  7-28-2020
President / Authorized Signatory Date

Dennis Carignan
Printed Name



OWNER CHANGE ORDER

Granger Construction Company
1822- 00 Warren County Jail

CHANGE ORDER DATE:
06/03/2020
CHANGE ORDER #: 9

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:

COVID-19 change order for staffing, general conditions, and contingency reduction to 30% complete per letters dated 03/19/2020 and 05/15/2020.

PROJECT	ACO	DESCRIPTION	PCO TYPE	PCO	CONTRACT CHANGE
1822- 00	91	COVID 19 Staffing, GC's, & Contingency Return	PCO	91	(\$20,062.00)

TOTAL: (\$ 20,062.00)

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	\$ 10,165.93
The Contract Sum prior to this Change Order was	\$ 49,351,390.93
The Contract Sum will be decreased by this Change Order	(\$ 20,062.00)
The new Contract Sum will be	\$ 49,331,328.93
The Contract Time will be increased by 56 days	

AUTHORIZED BY OWNER:

Warren County
406 Justice Drive
Lebanon, OH 45036

By: 

Date: 8-4-2020

ACCEPTED BY CONTRACTOR

Granger Construction Company
6267 Aurelius Road
Lansing, MI 48911

By: _____

Date: _____

ARCHITECT/ENGINEER

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

By: _____

Date: _____



CHANGE ORDER REQUEST

DATE: 06/03/2020
PCO#: 91

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 Woehrl
Granger Construction Company
6267 Aurelius Road
Lansing, MI 48911
Phone:
Fax:
Email: jwoehrl@grangerconstruction.com

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

Default for PCO: COVID 19 Staffing, GC's, & Contingency Return
Proposed Scope of Work: COVID 19 Staffing, GC's, & Contingency Return

The prices below are valid until **06/19/2020**.

Funding Source for Change Order:
Granger/Megen GMP: (\$20,062.00)
Owner Contingency: \$20,062.00

PCO Item	Status	Change (in Days)	Contract Line	Notes	Amount
1 : COVID 19 Bond	New		0000610-00		\$561.00
2 : COVID 19 General Liability	New		0000620-02		\$280.00
Insurance					
3 : COVID 19 Temp Utility	New		0001210-30		\$4,000.00
Consumption Allowance					
4 : COVID 19 Contingency Return	New		0001220-10		(\$140,902.00)
5 : COVID 19 Project Manager	New		0001310-12		\$26,743.00
6 : COVID 19 Superintendent	New		0001310-13		\$24,000.00
7 : COVID 19 Project Engineer	New		0001310-15		\$17,143.00
8 : COVID 19 Travel Expenses	New		0001310-30		\$5,826.00
9 : COVID 19 Living Expenses	New		0001310-31		\$4,600.00
10 : COVID 19 Internet Service	New		0001510-80		\$500.00
11 : COVID 19 Jobsite Office	New		0001520-11		\$1,626.00
12 : COVID 19 Construction	New		0001520-62		\$3,860.00
Technology & Software					
13 : COVID 19 Safety Supplies	New		0001520-73		\$1,150.00
14 : COVID 19 Temporary Sanitary	New		0001520-81		\$17,880.00
Facilities					
15 : COVID 19 Project Debris	New		0001740-30		\$4,200.00
Removal					
16 : COVID 19 C&W Face Masks & Face Shields	New		0004000-00		\$280.00



ADVANCE THE ART OF BUILDING

CHANGE ORDER REQUEST

DATE: 06/03/2020
PCO#: 91

Granger Construction Company
1822- 00 - Warren County Jail

17 : COVID 19 Graybach Face Masks, Gloves, & Hand Sanitizer	New	0006300-00	\$1,358.15
18 : COVID 19 Graybach Temp Storage Allowance	New	0006300-05	\$2,657.85
19 : COVID 19 PCI Temp Storage Allowance	New	0009200-01	\$4,175.00

Total: (\$20,062.00)

Submitted By:

Approved By:

06/03/2020

Jason Woehrle

Date

Tiffany Zindel
Warren County

Date

Budget/Estimate of COVID-19 Issues

Granger Staff	Duration		Option A - Time Extension	PPE	Material Escalation	Labor Costs	Staffing Costs	General Conditions	Subcontractor Mark-Up	Contingency Return
Staffing (Per 8/18/19 Staff & GC Matrix)	9/1/2021	10/31/2021		\$67,886			\$67,886			
Other										
Other										
Staff Subtotal				\$67,886	\$0	\$0	\$67,886	\$0	\$0	\$0
CM General Conditions	Duration									
GC's (Per 8/18/19 Staff & GC Matrix)	9/1/2021	10/31/2021		\$26,434				\$26,434		
Other GC Item										
Other GC Item										
CM GC Subtotal				\$26,434	\$0	\$0	\$0	\$26,434	\$0	\$0
COVID-19 Safety Measures	Duration									
Added temp toilets/cleaning	3/14/2020	10/31/2021		\$17,100	\$17,100					
Supplies & PPE	3/14/2020	10/31/2021		\$950	\$950					
Other										
Other										
COVID-19 SAFETY Subtotal				\$18,050	\$18,050	\$0	\$0	\$0	\$0	\$0
	Potential Cost Risks									
	Extended GC	Extended Rentals								
Subcontractor / Sub Sub Risk Matrix										
Overtime for Complete Building Enclosure Before Winter 2020 - ALL TRADES										
Trade Subcontractors										
Lake Erie Electric				\$0			\$0			\$0
Graybach				\$4,016	\$1,181		\$0	\$2,311		\$524
Queen City Mechanical				\$0						
Kelly Brothers Roofing				\$0						
PCI				\$4,175		\$0	\$0	\$3,630		\$545
Combs & Weisbrod				\$280	\$280		\$0			
Mound Technologies				\$0						
Subcontractor Risk Total				\$8,470	\$1,460	\$0	\$0	\$5,941	\$1,068	\$0
SUBTOTAL				\$120,840	\$19,510	\$0	\$0	\$67,886	\$32,375	\$1,068
CM Contingency Reduction to 70%				(\$140,902)						(\$140,902)
Bonds (0.6%)				\$0						
Insurance (0.3%)				\$0						
Sub Bond Risk Contingency (1%)				\$0						
CM Fee (2.5%)				\$0						
TOTAL				(\$20,662)	\$19,510	\$0	\$0	\$67,886	\$32,375	\$1,068



OWNER CHANGE ORDER

Granger Construction Company
1822- 00 Warren County Jail

CHANGE ORDER DATE:
06/10/2020
CHANGE ORDER #: 10

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:

- PCO 87 - Classroom Door Hardware Changes
- PCO 88 - Bulletin 19 Additional Sun Control Devices
- PCO 89 - Wire Shelving Credit
- PCO 92 - Central Supply Carpet in lieu of LVP

PROJECT	ACO	DESCRIPTION	PCO TYPE	PCO	CONTRACT CHANGE
1822- 00	87	Classroom Door Hardware Changes	PCO	87	
1822- 00	88	Bulletin 19 Additional Sun Control Devices	PCO	88	\$16,215.48 ✓
1822- 00	89	Wire Shelving Credit	PCO	89	(\$2,097.03) ✓
1822- 00	92	Central Control Carpet Tile in Lieu of LVT	PCO	92	(\$757.25) ✓

TOTAL: \$ 13,361.20

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	(\$ 9,896.07)
The Contract Sum prior to this Change Order was	\$ 49,331,328.93
The Contract Sum will be increased by this Change Order	\$ 13,361.20
The new Contract Sum will be	\$ 49,344,690.13
The Contract Time will be unchanged	

AUTHORIZED BY OWNER:

Warren County
406 Justice Drive
Lebanon, OH 45036

By: 

Date: 8-4-2020

ACCEPTED BY CONTRACTOR

Granger Construction Company
6267 Aurelius Road
Lansing, MI 48911

By: 

Date: 06/16/2020

ARCHITECT/ENGINEER

Wachtel & McAnally Architects/Planners, Inc
35 South Park Place, Ste 350
Newark, OH 43058

By: 

Date: 6.16.20



CHANGE ORDER REQUEST

DATE: 06/11/2020

PCO#: 92

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: Central Control Carpet Tile in Lieu of LVT
Proposed Scope of Work: Central Control Carpet Tile in Lieu of LVT

The prices below are valid until **06/18/2020**.

Funding Source for Change Order:
Granger/Megen GMP: (\$757.25)
Owner Contingency: \$757.25

PCO Item	Status	Change (in Days)	Contract Line	Notes	Amount
1 : Central Control Carpet Tile in Lieu of LVT Bonds	Closed		0000610-00		(\$4.35)
2 : Central Control Carpet Tile in Lieu of LVT Sub Bond Risk	Closed		0000620-00		(\$7.25)
3 : Central Control Carpet Tile in Lieu of LVT CM Fee	Closed		0000092-00		(\$18.47)
4 : Central Control Carpet Tile in Lieu of LVT Insurances	Closed		0000620-02		(\$2.18)
5 : Central Control Carpet Tile in Lieu of LVT Spectra	Closed		0009600-00		(\$725.00)
Total:					(\$757.25)

Submitted By:

Approved By:

Jason Woehrle
Date: 06/11/2020

Tiffany Zindel
Warren County
Date



A Berkshire Hathaway Company

Proposal Submitted To Granger Construction Company		Attention Kyle Rosinki		Phone (614) 595-7909		Fax () -		Date 05/26/20	
Proposal Name Central Supply change to carpet				Job Name Warren County Jail				Job # 34626	
Street 175 South 3rd Street Suite 200				Job Street 550 Justice Dr				Proposal ID 48792-A02	
City, State and Zip Columbus, OH 43215		Architect	Date of Plans	Add #	Job City, State and Zip LEBANON, OH 45036		Customer Job # None	Customer PO None	

We hereby submit specifications and estimates for:

Item Description	Price
Central Supply	(\$725.00)
Furnish and install Shaw Contract No Rules carpet tile in lieu of Tarkett LVT flooring in specified area	
Base Bid Total:	(\$725.00)

We PROPOSE to perform the work complete in accordance with the specifications and as described above for the SUM of:

Signature: _____ **Brett Downing** Cell: (937) 974-0234 **(\$725.00)**
 Email: brett.downing@spectracf.com

Conditions of Proposal:

- This proposal may be withdrawn if not accepted within 30 days of its issuance. Spectra will consider reasonable requests to engage in negotiations for revisions to this Proposal, including signing a subcontract that incorporates the terms of this Proposal. A proposal not accepted within 30 days will be subject to price escalation for materials.
- This proposal is subject to credit review and approval. Payment terms are net 30 days. A convenience fee of 2% will be added if paying via credit card. Past due invoices are subject to service charges of 1.5% per month (18% per annum). In the case of any default, Customer shall pay Spectra's reasonable attorney fees and costs, including those on any appeal, even if no suit or action is filed.
- All work shall be performed in a workmanlike manner according to industry standards. Areas to receive flooring shall be free and clear of debris. Any changes to the work shall be performed only after execution of a written change order.
- Prior to commencement of Spectra's work: (a) Customer shall test all concrete sub floors receiving flooring for vapor emission levels and alkalinity per manufacturers' recommendations utilizing ASTM F2170 and/or F1869 and provide written results to Spectra, including a list of any sealers applied to the concrete sub floor; (b) If Customer does not provide such reports at least 10 days prior to commencement of Spectra's work, then Customer shall provide Spectra with access to all concrete sub floors for appropriate testing and Customer shall be responsible for the costs of such testing; and (c) Any concrete sub floors not meeting manufacturers' requirements for installation will require correction or the execution of a separate waiver agreement.
- All work is contingent upon strikes, accidents or delays beyond Spectra's control. Customer shall carry insurance for all hazards, including fire. Spectra's workers are fully covered by Worker's Compensation and Liability Insurance.
- Customer represents and warrants that: (a) the project site contains no hazardous or other dangerous substances, either exposed or concealed; or (b) Customer has given written notice to Spectra of all such substances and their location(s). To the fullest extent permitted by law, Customer shall indemnify, defend and hold Spectra harmless from any damage, claim, loss, expense and attorney fees related to Spectra's liability, if any, including any federal or state statute related to hazardous or other dangerous substances.
- Spectra is fully licensed, bonded, and insured. This proposal does not include participation in any OCIP/CCIP or related programs. Requests for Spectra to participate in such programs may result in additional costs.
- Notwithstanding anything herein to the contrary, all prices are subject to immediate increase without limitation in the event of material change to applicable duties, taxes, tariffs, similar charges, or other government action effective May 13, 2020.

ACCEPTANCE OF PROPOSAL: The above prices, specifications, and conditions are satisfactory and are hereby ACCEPTED. You are authorized to do the work as specified.

Customer: Granger Construction Company Signed: _____ Date: _____

COST SUMMARY
PROJECT CHANGE ORDER REQUEST



Project: **Warren County Jail**
 RFC No: **06**

LABOR	Hours	Rate	Burden	Fringes	Total
Wire Shelving Install Labor	-16	58.51	0.00	0.00	-936.16
SUBTOTAL					-936.16

MATERIAL	Qty	Cost	Tax	Total
Wire Shelving Material	1	-1071.57	0.00	-1,071.57
SUBTOTAL				-1,071.57

SUMMARY	AMOUNT
Labor	\$-936.16
Material	\$-1,071.57
CHANGE ORDER COSTS	\$-2,007.73
REVISED CONTRACT AMOUNT	\$-2,007.73



2416 Central Pkwy
Cincinnati, OH 45214
Phone: (513) 381-4868
Fax: (513) 381-4398

PROJECT CHANGE ORDER REQUEST

To:

Project: Warren County Jail

COR #: 03

Date: 2/4/2020

Description: Revise hardware for openings A9.10, A9.11, B9.05, B9.12, and C9.16 as requested

The above work is subject to the same conditions as specified in the original contract unless otherwise stipulated.

Upon approval, the sum of **\$2,351.75** will be added to the contract price.

ORIGINAL CONTRACT	\$1,919,170.00
<i>Other Approved Change Orders</i>	<i>\$0.00</i>
TOTAL CONTRACT TO DATE	\$1,919,170.00
This Request	\$2,351.75
<i>Other Pending Requests</i>	<i>-\$37,571.00</i>
TOTAL CONTRACT plus PENDING CO	\$1,883,950.75

Graybach Signature: _____ Date: _____
Graybach, LLC

Owner Signature: _____ Date: _____

- ❖ *Owner signature above provides Graybach authorization to proceed on above stated description of work and added costs*
- ❖ *Unless notified by Owner, costs incurred from this scope can be billed per contract billing cycle.*
- ❖ *See attached sheet(s) for breakdown of costs and vendor quotes*



Email Quote

Date: February 3, 2020
To: Robbie Klein
Company: Graybach

Total Pages: 1
From: Tracy Barth
Phone: (513) 242-1100
(800) 672-6795 ext. 1517
E-mail: tracy.barth@laforceinc.com

**Re: Warren Co Jail & Admin Office
Lebanon, OH**

LaForce Job#: 43894

Robbie,

We are quoting an add of \$2,045.00 to revise the hardware at openings A9.10, A9.11, B9.05, B9.12 and C9.16. This includes deleting the manual lock and adding a double cylinder electric lockset, 1 keyed core and a power supply and revising one of the hinges to an electric hinge.

Frames A9.10 and A9.11 will be resupplied but the original frames can be used at openings D4.06 and D4.08, so there will be no added cost to resupply the frames. We will however include a filler plate to cover the concealed overhead stop prep that is no longer needed for original frame A9.10 (to be used at opening D4.06). Please also remove the fire label from this frame.

Please sign and return confirming the added cost.

Thank you.

Authorized by: _____ Company name: _____ Date: _____
--



ADVANCE THE ART OF BUILDING

CHANGE ORDER REQUEST

DATE: 05/20/2020

PCO#: 89

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: Wire Shelving Credit
Proposed Scope of Work: Wire Shelving Credit

The prices below are valid until **06/05/2020**.

Funding Source for Change Order:
Granger/Megen GMP: (\$2,097.03)
Owner Contingency: \$2,097.03

PCO Item	Status	Change (in Days)	Contract Line	Notes	Amount
1 : Wire Shelving Credit Bonds	New		0000610-00		(\$12.05)
2 : Wire Shelving Credit Sub Risk	New		0000620-00		(\$20.08)
Bond					
3 : Wire Shelving Credit CM Fee	New		0000092-00		(\$51.15)
4 : Wire Shelving Credit Insurances	New		0000620-02		(\$6.02)
5 : Wire Shelving Credit Graybach	New		0006300-00		(\$2,007.73)

Total: (\$2,097.03)

Submitted By:

Approved By:

Jason Woehrle
05/20/2020
Date

Tiffany Zindel
Warren County
Date



ADVANCE THE ART OF BUILDING

CHANGE ORDER REQUEST

Granger Construction Company
1822- 00 - Warren County Jail

DATE: 05/19/2020

PCO#: 88

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 19 Additional Sun Control Devices
Proposed Scope of Work: Bulletin 19 Additional Sun Control Devices

The prices below are valid until **06/05/2020**.

Funding Source for Change Order:
Granger/Megen GMP: \$16,215.48
Owner Contingency: (\$16,215.48)

PCO Item	Status	Change (in Days)	Contract Line	Notes	Amount
1 : Bulletin 19 Additional Sun Control Devices Bonds	New		0000610-00		\$93.15
2 : Bulletin 19 Additional Sun Control Devices Sub Risk Bond	New		0000620-00		\$155.25
3 : Bulletin 19 Additional Sun Control Devices CM Fee	New		0000092-00		\$395.50
4 : Bulletin 19 Additional Sun Control Devices Insurances	New		0000620-02		\$46.58
5 : Bulletin 19 Additional Sun Control Devices Graybach	New		0006300-00		\$15,525.00

Total: \$16,215.48

Submitted By:

Approved By:

05/19/2020

Jason Woehrle

Date

Tiffany Zindel
Warren County

Date

COLUMBUS AWNING COMPANY

TREELINE ARCHITECTURAL METALS



297 Old County Line Road
Westerville, OH 43081
P: 614-426-4206
F: 614-426-4207

www.treelinearchitecturalmetals.com

www.columbusawningcompany.com

Customer Proposal

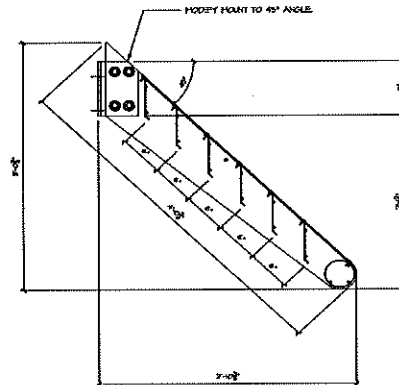
Client:	Graybach	JOB NAME	Warren County Jail - Base Bld
Address:	2416 Central Parkway	Address:	822 Memorial Dr
City/State/Zip:	Cincinnati OH 45214		Lebanon, OH
Contact:	Robbie Klein	CONTACT	Chris Dickson
Telephone:	(513) 381-4868	Cell Phone:	740-815-5584
Cell:		Email:	cdickson@columbusawningcompany.com
Alt Contact:		Proposal Date:	4/14/2020
Email:	robbie.klein@graybach.com	Quote Number:	431414

Scope of Work:

All Aluminum Treeline Sunshade louvered canopy system, Poly Resin Tiger Drylac powder coated RAL finish .125" Extruded Alum Z blades, fully welded frames. Manufactured and Installed by Columbus Awning Company equal to Airolite ZSC-4.

Description	Qty	Length	Proj	Frame	Notes
Sunshade - Z Louver	2	28'	48"	8" Frame fully welded with brackets, installed sunshade with Z louvers Tiger Drylac powder coated system with brackets	

Add Sun Control devices to Area C, first and second floor
Install Inverted on 2nd Floor



Includes Prevailing wage installation
All Extruded Aluminum (T6 - 6063), Fasca.125"
Includes manufacturing and installation
Auto CAD Shop Drawings completed within 1 - 2 weeks of acceptance

Prevailing Wage	YES
Taxable	No

* Quote is based on information provided and includes only those goods and services listed above.
**Wood blocking and/or concrete footings provided by others and detailed on Auto Cad Shop Drawings
***Eng Stamp (\$750) & Permit Fees billed at cost if required

Sub Total	\$13,500.00
Engineering/Stamp	(if required)***
Tax	\$0.00
Total Delivered	\$13,500.00
50% Deposit	
Estimated Date of Work Completion:	TBD

Terms of Payment: AIA Contract specified or 50% Due with approved Shop, 50% upon completion.
Quote valid for 90 days
Customer further agrees to pay a late fee of 1.5% of the balance due on any accounts not paid within 30 days of the date due.

Client Signature/Date _____

Company Representative: Chris Dickson

making buildings beautiful

Columbus Awning Company is the sole distributor & partner of the Treeline Architectural Metal Canopy and Walkway Systems. The Treeline product line is designed to provide high quality, value engineered solutions with customized finishes and turn key project management from design to installation.



OWNER CHANGE ORDER

Granger Construction Company
1822- 00 Warren County Jail

CHANGE ORDER DATE:
07/10/2020
CHANGE ORDER #: 11

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:

- PCO 93 - Power Supply Credit
- PCO 94 - Area C Stair Steel Credit
- PCO 96 - ASI 001 Add Power/Data for Kiosk in Lobby
- PCO 97 - Bulletin 21 Copper Cabling for Communications

PROJECT	ACO	DESCRIPTION	PCO TYPE	PCO	CONTRACT CHANGE
1822- 00	93	Power Supply Credit	PCO	93	(\$2,703.10)
1822- 00	94	Area C Stair Steel Credit	PCO	94	(\$1,652.36)
1822- 00	96	ASI 001 - Add Power/Data for Kiosk in Lobby	PCO	96	\$1,326.97
1822- 00	97	Bulletin 21 Copper Cabling for Communications	PCO	97	\$24,026.74

TOTAL: \$ 20,998.25

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	\$ 3,465.13
The Contract Sum prior to this Change Order was	\$ 49,344,690.13
The Contract Sum will be increased by this Change Order	\$ 20,998.25
The new Contract Sum will be	\$ 49,365,688.38
The Contract Time will be decreased by 0 days	

AUTHORIZED BY OWNER:

Warren County
406 Justice Drive
Lebanon, OH 45036

By: 

Date: 8-4-2020

ACCEPTED BY CONTRACTOR

Granger Construction Company
6267 Aurelius Road
Lansing, MI 48911

By: 

Date: 07/15/2020

ARCHITECT/ENGINEER

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

By: 

Date: 7.20.20



ADVANCE THE ART OF BUILDING

CHANGE ORDER REQUEST

DATE: 06/16/2020

PCO#: 93

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: Power Supply Credit
Proposed Scope of Work: Power Supply Credit

The prices below are valid until **06/30/2020**.

Funding Source for Change Order:
Granger/Megen GMP: (\$2,703.10)
Owner Contingency: \$2,703.10

PCO Item	Status	Change (in Days)	Contract Line	Notes	Amount
1 : Power Supply Credit Bond	New		0000610-00		(\$15.53)
2 : Power Supply Credit Sub Bond	New		0000620-00		(\$25.88)
Risk					
3 : Power Supply Credit CM Fee	New		0000092-00		(\$65.93)
4 : Power Supply Credit Insurances	New		0000620-02		(\$7.76)
5 : Power Supply Credit Graybach	New		0006300-00		(\$2,588.00)
Total:					(\$2,703.10)

Submitted By:

06/16/2020

Date

Approved By:

Tiffany Zindel
Warren County

Date



2416 Central Pkwy
 Cincinnati, OH 45214
 Phone: (513) 381-4868
 Fax: (513) 381-4398

PROJECT CHANGE ORDER REQUEST

To:

Project: Warren County Jail

COR #: 07
Date: 4/29/2020
Description: Delete power supplies from our scope of work
 29 power supplies are included

The above work is subject to the same conditions as specified in the original contract unless otherwise stipulated.

Upon approval, the sum of **-\$2,588.00** will be added to the contract price.

ORIGINAL CONTRACT	\$1,919,170.00
<i>Other Approved Change Orders</i>	<i>\$0.00</i>
TOTAL CONTRACT TO DATE	\$1,919,170.00
This Request	-\$2,588.00
<i>Other Pending Requests</i>	<i>\$36,271.62</i>
TOTAL CONTRACT plus PENDING CO	\$1,952,853.62

Graybach Signature: _____ Date: _____
Graybach, LLC

Owner Signature: _____ Date: _____

- ❖ *Owner signature above provides Graybach authorization to proceed on above stated description of work and added costs*
- ❖ *Unless notified by Owner, costs incurred from this scope can be billed per contract billing cycle.*
- ❖ *See attached sheet(s) for breakdown of costs and vendor quotes*

COST SUMMARY
PROJECT CHANGE ORDER REQUEST



Project: **Warren County Jail**
RFC No: **07**

SUBCONTRACT	Number	SUB RFC	Total
Power Supply Credit			-2,588.00
SUBTOTAL			-2,588.00

SUMMARY	AMOUNT
Subcontracts	\$-2,588.00
CHANGE ORDER COSTS	\$-2,588.00
REVISED CONTRACT AMOUNT	\$-2,588.00



Email Quote

Date: April 28, 2020
To: Robbie Klein
Company: Graybach

Total Pages: 1
From: Tracy Barth
Phone: (513) 242-1100
(800) 672-6795 ext. 1517
E-mail: tracy.barth@laforceinc.com

**Re: Warren Co Jail & Admin Office
Lebanon, OH**

LaForce Job#: 43894

Robbie,

We are quoting a credit in the amount of \$2,588.00 to delete the power supplies from our scope. This includes a total of 29 power supplies.

Please sign and return or issue your credit change order.

Thank you.

Authorized by: _____

Company name: _____

Date: _____



CHANGE ORDER REQUEST

DATE: 06/16/2020
PCO#: 94

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: Area C Stair Steel Credit
Proposed Scope of Work: Area C Stair Steel Credit

The prices below are valid until **06/30/2020**.

Funding Source for Change Order:
Granger/Megen GMP: (\$1,652.36)
Owner Contingency: \$1,652.36

PCO Item	Status	Change (in Days)	Contract Line	Notes	Amount
1 : Area C Stair Steel Credit Bond	New		0000610-00		(\$9.49)
2 : Area C Stair Steel Credit Sub	New		0000620-00		(\$15.82)
Bond Risk					
3 : Area C Stair Steel Credit CM Fee	New		0000092-00		(\$40.30)
4 : Area C Stair Steel Credit	New		0000620-02		(\$4.75)
Insurances					
5 : Area C Stair Steel Credit Mound	New		0005121-00		(\$1,582.00)
Total:					(\$1,652.36)

Submitted By:

06/16/2020

Date

Approved By:

Tiffany Zindel
Warren County

Date



**MOUND
TECHNOLOGIES INC**

25 MOUND PARK DRIVE
SPRINGBORO OH 45066
PHONE 937-748-2937
FAX 937-748-9763

Additional Work Description/Order

Job Name: Warren County Jail & Sheriff's Office

Job # M6747
Date 5/15/2020

Description of Work: Deduct for deleted material and labor to delete steel over Stair C8-04

Labor	Per Hour	# Hours	Total \$\$
Shop	\$40.00	9.00	\$360.00
Shop Premium	\$60.00	0.00	\$0.00
Detailing	\$50.00	0.00	\$0.00
	\$0.00	0.00	\$0.00
Sub total 1		9	\$360.00

Trucking	Per Hour	# hours	Total
Semi	\$200.00	0	\$0.00
Flatbed	\$150.00	0	\$0.00
	\$0.00	0	\$0.00
Sub total 2			\$0.00

Flatbed and Semi prices include labor.

Materials	Weight	\$/#	Total
Steel	595.42	0.65	\$387.02
Hardware			\$0.00
	Per SF	SF/#	Total
Primer (Gray)	\$0.20	98.33	\$19.67
Galvanizing/#	\$0.35	0	\$0.00
Sub total 3			\$406.69

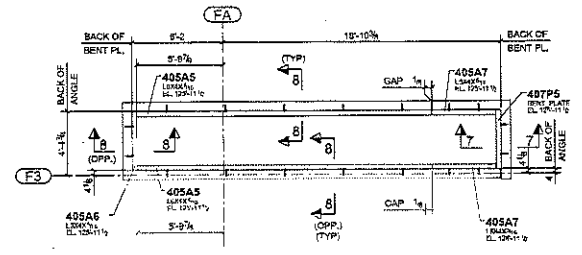
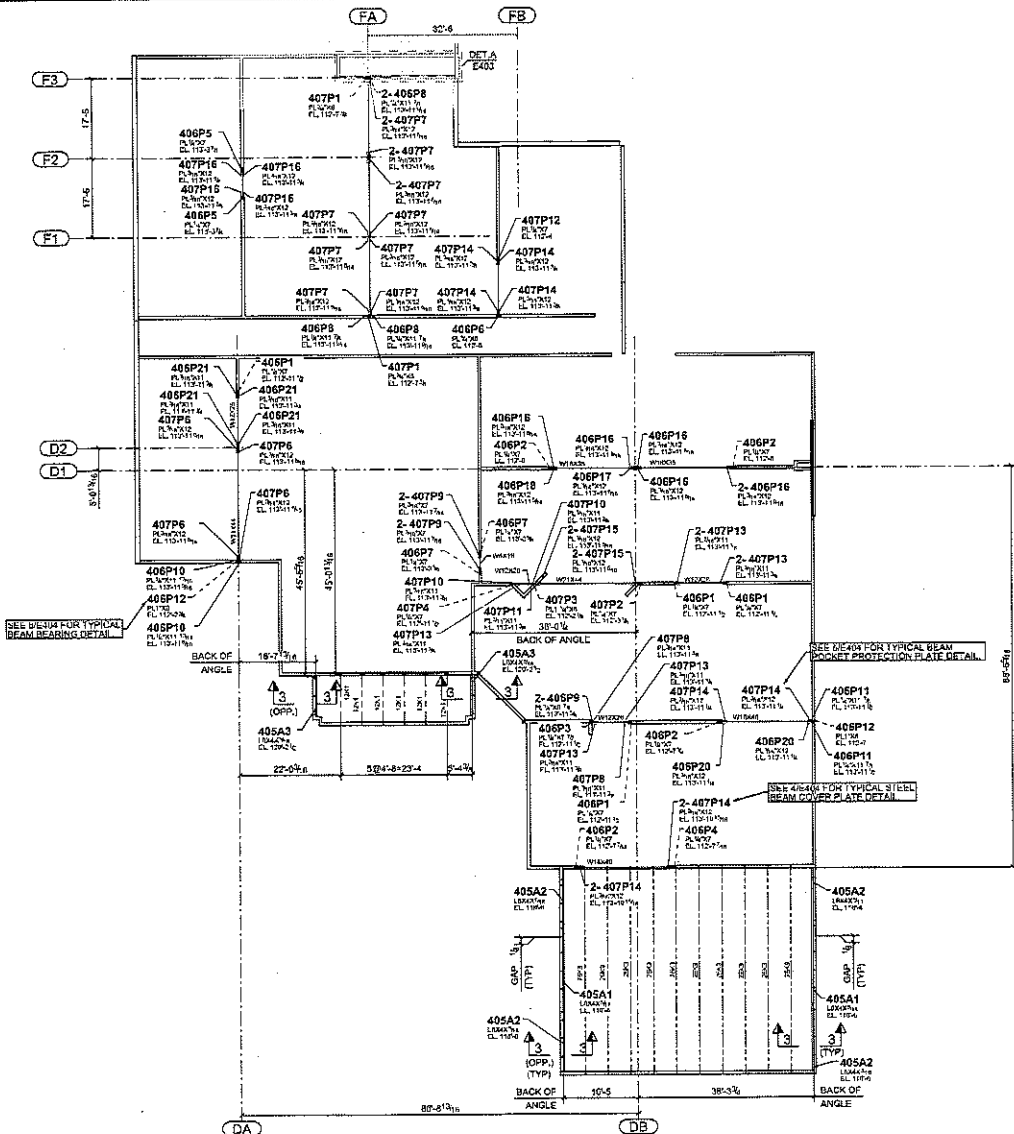
Brief Description
See Attached Material List & Drawing

Additional Costs	Total
Installation (8 hours x \$76.11)	\$608.88
	\$0.00
	\$0.00
	\$0.00
Additional Cost	\$0.00
	\$0.00
	\$0.00
Sub Total 4	\$608.88

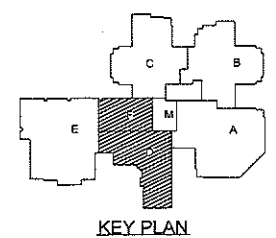
Brief Explanation

Notes: _____

Sub total 1		\$360.00
Sub total 2		\$0.00
Sub total 3		\$406.69
Sub total 4		\$608.88
P & OH	15.00%	\$206.34
Grand Total	<i>Rounded</i>	\$1,582.00



FOR MAIN STEEL PLAN REFER E402



FLOOR & LOW ROOF LIGHT STEEL PLAN - AREA D & F (REF: S302 & S303)

VERSION:	11/21/2019
SHOP:	
FIELD:	05/14/2020
REV. Dwg.:	S302 & S303

	REVISIONS: △ ISSUED FOR CONSTRUCTION △ ISSUED FOR APPROVAL	DESIGNED: DATE: 02/14/2020 APPROVED: DATE: 11/21/2019	CHECKED: DATE: 11/12/2019	DRAWN BY: STA DATE: 11/12/2019	PROJECT: DATE: 11/12/2019	CHECKED BY: SOB DATE: 11/12/2019	PROJECT NO.: DATE: 11/12/2019	ARCHITECT: Wischel & McAnally Architects/ ENGINEER: Jozannac Deers CONTRACTOR: Granger Construction	Mound Technologies Inc. 25 Hawk Park Drive, Springfield, Ohio 45505 P: (937) 246-2100 Fax: (937) 246-3750	JOB ORDER NO.: M6747 DRAWING NO.: E403
--	--	--	------------------------------	-----------------------------------	------------------------------	-------------------------------------	----------------------------------	--	---	---

Bill of Matl - Parts/Assembly

<<< Filter Set >>>

Job # M6747 Warren County Jail & Sheriff's Office
Property of Mound Technologies, Inc.

Page # 1
05/15/20 04:54:14

Filters:
 Shipmarks: 405A5, 405A6, 405A7, 407P5
 Main Marks: 405A5 , 405A6 , 405A7 , 407P5 .

Item	Mark	Quan	Type & Size	Grade	Length	Weight/Pc	Finish & Notes																
<table border="1"> <tr> <td>Assembly 405A5</td> <td>L 6x4x5/16</td> <td align="right" colspan="6">2 Required</td> </tr> <tr> <td>Drawing 405</td> <td></td> <td align="right" colspan="6">Each requires the following Parts</td> </tr> </table>								Assembly 405A5	L 6x4x5/16	2 Required						Drawing 405		Each requires the following Parts					
Assembly 405A5	L 6x4x5/16	2 Required																					
Drawing 405		Each requires the following Parts																					
1122	405A5	1	L 6x4x5/16	A36	20' 0"	206.00#	1																
		2 Assemblies		0 PcMark	66.80 SF	412.00#																	
<table border="1"> <tr> <td>Assembly 405A6</td> <td>L 6x4x5/16</td> <td align="right" colspan="6">1 Required</td> </tr> <tr> <td>Drawing 405</td> <td></td> <td align="right" colspan="6">Each requires the following Parts</td> </tr> </table>								Assembly 405A6	L 6x4x5/16	1 Required						Drawing 405		Each requires the following Parts					
Assembly 405A6	L 6x4x5/16	1 Required																					
Drawing 405		Each requires the following Parts																					
1123	405A6	1	L 6x4x5/16	A36	4' 0-1/8"	41.31#	1																
		1 Assemblies		0 PcMark	6.70 SF	41.31#																	
<table border="1"> <tr> <td>Assembly 405A7</td> <td>L 6x4x5/16</td> <td align="right" colspan="6">2 Required</td> </tr> <tr> <td>Drawing 405</td> <td></td> <td align="right" colspan="6">Each requires the following Parts</td> </tr> </table>								Assembly 405A7	L 6x4x5/16	2 Required						Drawing 405		Each requires the following Parts					
Assembly 405A7	L 6x4x5/16	2 Required																					
Drawing 405		Each requires the following Parts																					
1124	405A7	1	L 6x4x5/16	A36	4' 4"	44.63#	1																
		2 Assemblies		0 PcMark	14.47 SF	89.27#																	
<table border="1"> <tr> <td>Assembly 407P5</td> <td>PL 1/4X15-1/2</td> <td align="right" colspan="6">1 Required</td> </tr> <tr> <td>Drawing 407</td> <td></td> <td align="right" colspan="6">Each requires the following Parts</td> </tr> </table>								Assembly 407P5	PL 1/4X15-1/2	1 Required						Drawing 407		Each requires the following Parts					
Assembly 407P5	PL 1/4X15-1/2	1 Required																					
Drawing 407		Each requires the following Parts																					
1146	407P5	1	PL 1/4X15-1/2	A36	4' 0-1/8"	52.84#	1																
	BENT PLATE																						
		1 Assemblies		0 PcMark	10.36 SF	52.84#																	

6 Assemblies	0 PcMark	Totals	98.33 SF	595.42#
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This report was generated by FabTrol MRP software. For product information, call (541) 485-4719 or visit www.fabtrol.com

Mike Copenhaver

From: Gooder Henrichsen [goodersales@gmail.com]
Sent: Monday, April 20, 2020 12:39 PM
To: Mike Copenhaver
Cc: Jane Kincaid
Subject: Re: Warren County Jail - Deduct Amount

Mike,

There is no deduct. That deck (3" N18 G60) is already made, so it is too late to delete it from the project. It is most likely bundled with other 3" N18 G60 deck, so it will be shipped even if it is no longer required.

Thank you,
Torsten Rothman

Gooder-Henrichsen Co.
2900 State St.
Chicago Heights IL 60411
(708) 757-5030
goodersales@gmail.com
www.gooderjoist.com

On Mon, Apr 20, 2020 at 11:05 AM Mike Copenhaver <mcopenhaver@moundtechnologies.com> wrote:

Good morning. Can you provide me with what the deduct from our purchase order would be for removing the 3" metal deck highlighted on the attachment from your scope? Thanks.

Mike Copenhaver

Mound Technologies



ADVANCE THE ART OF BUILDING

CHANGE ORDER REQUEST

Granger Construction Company
1822- 00 - Warren County Jail

DATE: 06/17/2020

PCO#: 96

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: ASI 001 - Add Power/Data for Kiosk in Lobby
Proposed Scope of Work: ASI 001 - Add Power/Data for Kiosk in Lobby

The prices below are valid until **06/30/2020**.

Funding Source for Change Order:

Granger/Megen GMP: \$1,326.97

Owner Contingency: (\$1,326.97)

PCO Item	Status	Change (In Days)	Contract Line	Notes	Amount
1 : ASI 001 - Add Power/Data for Kiosk in Lobby Bond	New		0000610-00		\$7.62
2 : ASI 001 - Add Power/Data for Kiosk in Lobby Sub Bond Risk	New		0000620-00		\$12.70
3 : ASI 001 - Add Power/Data for Kiosk in Lobby CM Fee	New		0000092-00		\$32.37
4 : ASI 001 - Add Power/Data for Kiosk in Lobby Insurances	New		0000620-02		\$3.81
5 : ASI 001 - Add Power/Data for Kiosk in Lobby LEE	New		0016000-00		\$1,270.47
Total:					\$1,326.97

Submitted By:

Jason Woehrle

06/17/2020

Date

Approved By:

Tiffany Zindel
Warren County

Date



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

5/21/20

LEE Job Number: 1019-1016

PO Number: 10658

Warren County

Justice Dr.

Lebanon, OH

Project:

Warren County Jail

LEE CO No.: TBD

Re : ASI - 001

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: \$1,270.00

Bond

CO Net: \$1,270.00

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

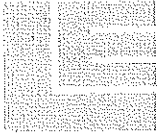
CORPORATE OFFICE: 25730 First Street, PO Box 450859, Westlake, Ohio 44145 Phone: 440-835-5565 Fax: 440-835-5688

Project <u>Warren County Jail</u>	Contractor's
Name <u>Lebanon, OH</u>	Contract No. <u>1822-000121</u>
	Project No. _____ Phase Contr. No. _____
County <u>Montgomery</u>	Change Order No. <u>TBD</u> for Changes
Subcontractor Name and Address	I.D. No. _____ Phase Contr. No. _____
<u>LAKE ERIE ELECTRIC, INC.</u>	Type of Contract <u>ELECTRICAL</u>
<u>360 INDUSTRIAL DRIVE</u>	
<u>FRANKLIN, OH 45005</u>	

A. Labor Summary (exclude fringes) - GC 7.7.2.2		Premium Portion ¹		
Personnel Classification	Regular Rate			
Journeyman 5.00 hours x 30.00 /hour		/hour	=	150.00
Foreman _____ hours x 33.00 /hour		/hour	=	
Gen Fore _____ hours x 35.40 /hour		/hour	=	
PM 0.50 hours x 80.00 /hour		/hour	=	40.00
				Total (B) \$ 190.00
B. Fringes - GC 7.7.2.3				
Journeyman 5.00 hours x 20.19 /hour		/hour	=	100.95
Foreman _____ hours x 19.84 /hour		/hour	=	
Gen Fore _____ hours x 19.96 /hour		/hour	=	
PM 0.50 hours x _____ /hour		/hour	=	
				Total (C) \$ 100.95
C. Allowable Payroll Expenses - GC 7.7.2.4				
Journeyman 5.00 hours x 6.60 /hour		/hour	=	33.00
Foreman _____ hours x 7.26 /hour		/hour	=	
Gen Fore _____ hours x 7.79 /hour		/hour	=	
PM 0.50 hours x _____ /hour		/hour	=	
				Total (D) \$ 33.00
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) \$ 101.60
	Sub Total			\$ 425.55
H. Contractor Overhead and Profit GC 7.7.2.10	x 15.00%			Total (H) \$ 63.83
I. Subcontractor Tier Cost (attach itemized supporting documentation) GC 7.7.2.10.1				Total (I) \$ 743.89
J. Subcontractor Tier Markup	x 5.00%			Total (J) \$ 37.19
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)			\$ 1,270.47

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.



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	\$	101.60
Structured	\$	743.89

NET MATERIAL TOTAL \$ 845.49

Description	Quantity	Unit	Total Material	labor	Unit	Total Hours
1 3/4" CONDUIT - EMT	15C		9.00	4.40C		0.66
2 1" CONDUIT - EMT	15C		15.75	6.00C		0.90
3 3/4" CONN SSS STL - EMT	2C		0.39	12.50C		0.25
4 3/4" COUPLING SSS STL - EMT	1C		0.24	0.00C		0.00
5 1" COUPLING SSS STL - EMT	1C		0.37	0.00C		0.00
6 1" CONN SSS STL INSUL - EMT	1C		0.43	15.00C		0.15
7 1" BUSHING - PLASTIC	1C		0.26	3.25C		0.03
8 1" CONDUIT CLAMP PARALLEL MNT TO 1/4" FLANGE	1C		18.63	13.63C		0.14
9 1/2 OR 3/4" SNAP CLOSE CLIP - SIDE MNT TO MTL STUD SUPP	2C		2.25	9.00C		0.18
10 1" SNAP CLOSE CLIP - SIDE MNT TO MTL STUD SUPPORT	2C		2.69	9.88C		0.20
11 1/2 OR 3/4" SNAP CLOSE CLIP ON ANGLE BRKT	2C		1.68	10.25C		0.20
12 #12 THIN BLACK	51M		4.98	5.50M		0.28
13 #12 THIN GREEN	17M		1.68	5.50M		0.09
14 WIRE CONN RED	3C		0.50	7.50C		0.23
15 CONDUIT MEASURING TAPE	17M		0.65	3.75M		0.06
16 4x1 1/2" SQ BOX COMB KO W/ FLUSH MTL STUD BRKT	1C		1.31	28.75C		0.29
17 4x2 1/8" SQ BOX 3/4" KO	1C		0.97	28.75C		0.29
18 4" SQ 2G PLSTR RING 5/8" RISE	1C		0.54	3.13C		0.03
19 4 11/16x2 1/8" SQ BOX 1" KO	1C		2.18	31.25C		0.31
20 4 11/16x2 1/8" SQ BOX KO W/ FLUSH MTL STUD BRKT	1C		10.78	31.25C		0.31
21 4 11/16" SQ 2G PLSTR RING 5/8" RISE	1C		3.14	3.13C		0.03
22 GROUND SCREW W/ INSUL #12 LEAD	1C		0.26	3.75C		0.04
23 #8x 1/2 WAFER HEAD SHEET MTL SCREW	5C		0.19	1.88C		0.09
24 2G DUPLEX REC PLATE - 302 S/S	1C		4.48	4.88C		0.05
25 20A 125V DUP REC - ISO GRD ORG (SG)	2C		18.26	25.00C		0.50
Totals	146		101.60			5.32

Presented By:



**Warren County Jail - ASI - 001
-55881**

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

SCOPE OF WORK

Warren County Jail- ASI - 001- 55881

Structured Technology will provide materials & labor to install (1) Data outlet.

Terminate, test, & label the newly added cable.

Unassigned	Total:	\$743.89
	Project Subtotal:	\$743.89

Project Summary

Total Installation Price:	\$743.89
Grand Total:	\$743.89



CHANGE ORDER REQUEST

DATE: 06/17/2020
PCO#: 97

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 21 Copper Cabling for Communications
Proposed Scope of Work: Bulletin 21 Copper Cabling for Communications with alternate included

The prices below are valid until **06/30/2020**.

Funding Source for Change Order:
Granger/Megen GMP: \$24,026.74
Owner Contingency: (\$24,026.74)

PCO Item	Status	Change (in Days)	Contract Line	Notes	Amount
1 : Bulletin 21 Copper Cabling for Communications Bond	New		0000610-00		\$138.02
2 : Bulletin 21 Copper Cabling for Communications Sub Bond Risk	New		0000620-00		\$230.04
3 : Bulletin 21 Copper Cabling for Communications CM Fee	New		0000092-00		\$586.02
4 : Bulletin 21 Copper Cabling for Communications Insurances	New		0000620-02		\$69.01
5 : Bulletin 21 Copper Cabling for Communications LEE	New		0016000-00		\$23,003.65
Total:					\$24,026.74

Submitted By:

Jason Woehrle

06/17/2020
Date

Approved By:

Tiffany Zindel
Warren County

Date



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

5/28/20

LEE Job Number: 1019-1016

PO Number: 10658

Warren County

Justice Dr.

Lebanon, OH

Project:

Warren County Jail

LEE CO No.: TBD

Re :Bulletin 21

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: \$18,867.75

Bond

CO Net: \$18,867.75

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

Project Warren County Jail
 Name 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 _____ hours x <u>30.00</u> /hour		_____ /hour	=	_____
Foreman _____ hours x <u>33.00</u> /hour		_____ /hour	=	_____
Gen Fore _____ hours x <u>35.40</u> /hour		_____ /hour	=	_____
PM <u>1.00</u> hours x <u>80.00</u> /hour		_____ /hour	=	80.00
				Total (B) \$ 80.00
B. Fringes - GC 7.7.2.3				
Journeyman _____ hours x <u>20.19</u> /hour		_____ /hour	=	_____
Foreman _____ hours x <u>19.84</u> /hour		_____ /hour	=	_____
Gen Fore _____ hours x <u>19.96</u> /hour		_____ /hour	=	_____
PM <u>1.00</u> hours x _____ /hour		_____ /hour	=	_____
				Total (C) \$ _____
C. Allowable Payroll Expenses - GC 7.7.2.4				
Journeyman _____ hours x <u>6.60</u> /hour		_____ /hour	=	_____
Foreman _____ hours x <u>7.26</u> /hour		_____ /hour	=	_____
Gen Fore _____ hours x <u>7.79</u> /hour		_____ /hour	=	_____
PM <u>1.00</u> hours x _____ /hour		_____ /hour	=	_____
				Total (D) \$ _____
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) \$ _____
	Sub Total			\$ 80.00
H. Contractor Overhead and Profit GC 7.7.2.10	x 15.00%			Total (H) \$ 12.00
I. Subcontractor Tier Cost (attach itemized supporting documentation) GC 7.7.2.10.1				Total (I) \$ 17,881.67
J. Subcontractor Tier Markup	x 5.00%			Total (J) \$ 894.08
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)			\$ 18,867.75

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.



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

Structured

\$ 17,881.67

NET MATERIAL TOTAL \$ 17,881.67

Presented By:



**Warren County Jail - Fiber Change-
55869**

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

SCOPE OF WORK

Warren County Jail - Fiber Change- Copper Add- 55869
Structured Technology will provide labor & materials for the following:

In the original bid Structured included (2) 24 strand single mode fiber runs.

- (1) 24 strand SM from E9-15 to D9-22
 - (1) 24 strand SM from E9-15 to E2-10
- No multi-pair cabling was included in original bid.

The following is the requested adds / changes by Warren County IT Dept.

Warren County – Fiber and Copper Requirements

FIBER –

ITEM- 2 COVERED IN PREVIOUS C/O.

ITEM- 3 PRICING BELOW

ITEM- 4 ALTERNATE PRICING BELOW

Warren County will bring the fiber they need into the building to the DEMARC at room E9-15, and then extend the fiber they need to room E2-10.

The Contractor is to provide 24-Strand fiber, from room E2-10 to room D9-03.

The Contractor is to provide 24-Strand fiber, from room E2-10 to room E1-07.

Fiber shall be terminated in rack mounted fiber enclosures.

COPPER –

ITEMS 1-4 PRICING BELOW-

Warren County will bring the copper they need into the building to the DEMARC at room E9-15, and then extend the copper they need to room E2-10.

The Contractor is to provide 25-pair Cat6 cable, from room E2-10 to room D9-22.

The Contractor is to provide 25-pair Cat6 cable, from room E2-10 to room D9-03.
 The Contractor is to provide 25-pair , from room E2-10 to room E1-07.
 Copper cabling shall be terminated on rack mounted patch panels.
 Structured Technology will terminate test & label all newly installed cabling.

ALTERNATE PRICING -

Alternate - The Contractor is requested to provide alternate pricing for "4" above – to provide 48-strand fiber, in lieu of providing 24-pair fiber, in the run from the rack room E2-10, to the rack (provided by Warren County), in room E1-07. \$3,938.95

27 00 00 Structured Cabling Systems	Total:	\$11,611.70
27 13 23 Optical Fiber Backbone Singlemode	Total:	\$6,269.97
Project Subtotal:		\$17,881.67

Project Summary

Total Installation Price:	\$17,881.67
Grand Total:	\$17,881.67



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

5/28/20

LEE Job Number: 1019-1016

PO Number: 10658

Warren County

Justice Dr.

Lebanon, OH

Project:

Warren County Jail

LEE CO No.: TBD

Re : Bulletin 21 - Alternate Fiber Pricing

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: \$4,135.90

Bond

CO Net: \$4,135.90

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

Respectfully,

Lake Erie Electric, Inc.

Sean M. Mondello

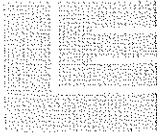
Project Manager

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

Project Warren County Jail Contractor's
 Name Lebanon, OH Contract No. 1822-000121
 County Montgomery Project No. _____ Phase _____ Contr. No. _____
 Subcontractor Name and Address Change Order No. TBD for Changes
LAKE ERIE ELECTRIC, INC. I.D. No. _____ Phase _____ Contr. No. _____
360 INDUSTRIAL DRIVE Type of Contract ELECTRICAL
FRANKLIN, OH 45005

A. Labor Summary (exclude fringes) - GC 7.7.2.2		Premium Portion ¹		
Personnel Classification	Regular Rate			
<u>Journeyman</u> _____ hours x <u>30.00</u> /hour		_____ /hour	=	_____
<u>Foreman</u> _____ hours x <u>33.00</u> /hour		_____ /hour	=	_____
<u>Gen Fore</u> _____ hours x <u>35.40</u> /hour		_____ /hour	=	_____
<u>PM</u> _____ hours x <u>80.00</u> /hour		_____ /hour	=	_____
				Total (B) \$ _____
B. Fringes - GC 7.7.2.3				
<u>Journeyman</u> _____ hours x <u>20.19</u> /hour		_____ /hour	=	_____
<u>Foreman</u> _____ hours x <u>19.84</u> /hour		_____ /hour	=	_____
<u>Gen Fore</u> _____ hours x <u>19.96</u> /hour		_____ /hour	=	_____
<u>PM</u> _____ hours x _____ /hour		_____ /hour	=	_____
				Total (C) \$ _____
C. Allowable Payroll Expenses - GC 7.7.2.4				
<u>Journeyman</u> _____ hours x <u>6.60</u> /hour		_____ /hour	=	_____
<u>Foreman</u> _____ hours x <u>7.26</u> /hour		_____ /hour	=	_____
<u>Gen Fore</u> _____ hours x <u>7.79</u> /hour		_____ /hour	=	_____
<u>PM</u> _____ hours x _____ /hour		_____ /hour	=	_____
				Total (D) \$ _____
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) \$ _____
		Sub Total		\$ _____
H. Contractor Overhead and Profit GC 7.7.2.10	x 15.00%			Total (H) \$ _____
I. Subcontractor Tier Cost (attach itemized supporting documentation) GC 7.7.2.10.1				Total (I) \$ <u>3,938.95</u>
J. Subcontractor Tier Markup	x 5.00%			Total (J) \$ <u>196.95</u>
K. Miscellaneous - GC 7.7.2.12				
1. Premium portion (labor and fringes) only for approved overtime				Total (K) \$ _____
- attach itemized supporting documentation ²				
Grand Total (Sub Total + H + I + J + K)				\$ 4,135.90

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.



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

Structured

\$ 3,938.95

NET MATERIAL TOTAL \$ 3,938.95

Presented By:



**Warren County Jail - Fiber Change-
55869**

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

SCOPE OF WORK

Warren County Jail - Fiber Change- Copper Add- 55869
Structured Technology will provide labor & materials for the following:

In the original bid Structured included (2) 24 strand single mode fiber runs.

- (1) 24 strand SM from E9-15 to D9-22
- (1) 24 strand SM from E9-15 to E2-10

No multi-pair cabling was included in original bid.

The following is the requested adds / changes by Warren County IT Dept.

Warren County – Fiber and Copper Requirements

FIBER –

ITEM- 2 COVERED IN PREVIOUS C/O.

ITEM- 3 PRICING BELOW

ITEM- 4 ALTERNATE PRICING BELOW

Warren County will bring the fiber they need into the building to the DEMARC at room E9-15, and then extend the fiber they need to room E2-10.

The Contractor is to provide 24-Strand fiber, from room E2-10 to room D9-03.
The Contractor is to provide 24-Strand fiber, from room E2-10 to room E1-07.
Fiber shall be terminated in rack mounted fiber enclosures.

COPPER –

ITEMS 1-4 PRICING BELOW-

Warren County will bring the copper they need into the building to the DEMARC at room E9-15, and then extend the copper they need to room E2-10.

The Contractor is to provide 25-pair Cat6 cable, from room E2-10 to room D9-22.

The Contractor is to provide 25-pair Cat6 cable, from room E2-10 to room D9-03.
 The Contractor is to provide 25-pair , from room E2-10 to room E1-07.
 Copper cabling shall be terminated on rack mounted patch panels.
 Structured Technology will terminate test & label all newly installed cabling.

ALTERNATE PRICING -

Alternate - The Contractor is requested to provide alternate pricing for "4" above – to provide 48-strand fiber, in lieu of providing 24-pair fiber, in the run from the rack room E2-10, to the rack (provided by Warren County), in room E1-07. \$3,938.95

27 00 00 Structured Cabling Systems	Total:	\$11,611.70
27 13 23 Optical Fiber Backbone Singlemode	Total:	\$6,269.97
Project Subtotal:		\$17,881.67

Project Summary

Total Installation Price:	\$17,881.67
Grand Total:	\$17,881.67

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

Resolution

Number 20-1083

Adopted Date August 04, 2020

ENTER INTO AN ON-THE-JOB-TRAINING AGREEMENT ON BEHALF OF
OHIO MEANS JOBS WARREN COUNTY

BE IT RESOLVED, to enter into an On-the-Job-Training Agreement with the following
company, as attached hereto and made part hereof:

Kraft Heinz
7325 Snider Road
Mason, OH 45040

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 4th day of August 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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



OJT Agreement No.: 0000-00000

This On-the-Job Training (OJT) Agreement is between **Kraft Heinz**. (EMPLOYER) and **OhioMeansJobs | Warren County (OMJBCW) Area 12**. Funding is made available for the sole purpose of providing On-the-Job Training (OJT) funds to EMPLOYER who is hiring one or more workers certified by the OMJ | BCW WIOA AREA 12 and referred to the EMPLOYER. It is hereby mutually understood and agreed that the administration and professional implementation of all Workforce Innovation and Opportunity Act Programs is the responsibility of OMJ | BCW WIOA AREA 12. As such, the implementation personnel of the EMPLOYER shall perform the required services of this Agreement at the direction and instruction of the U.S. Department of Labor, State of Ohio and the W.I.O.A. Program Administrator of OMJ | BCW WIOA AREA 12. Payments are subject to receipt of funds from the State of Ohio.

This agreement is effective on 7/23/2020 and shall remain in effect through June 30th, 2021 or earlier when all Training Plans initiated through are completed.

The EMPLOYER will be paid a percentage (up to 50%) of each Trainee's regular wages as specified in the individual's training plan during the Training Period, up to \$8000. The Local Workforce Agency must approve all Trainees and Training Plans prior to the beginning of the Training Period. Payments may be requested on the day Training is completed (25%) and when the Retention Period is completed (25%). If the employee quits or leaves employment for reasons completely beyond the control of the employer, the employer may be eligible for the individual's qualifying wages. Payments must be requested within 30 calendar days after the end of the Training or Retention Period, using the OJT Invoice Form specified by the Local Workforce Area. Late invoice submission may void payment rights.

OJT Requirements that follow are included by reference. The OJT Employer Checklist and any Training Plans are also included in this agreement by reference. This agreement may be modified, in writing, at any time upon written agreement of both parties.

Material deviations from this agreement, Training Plans or OJT Requirements may void the right to reimbursement or require repayment by the EMPLOYER of funds previously received from OMJ | BCWWIOA AREA 12.

The EMPLOYER and OMJ | BCWWIOA AREA 12 agree to all the terms in this OJT agreement by signing below.

FOR THE EMPLOYER:

Company Name: Kraft Heinz
Address: 7325 Snider Rd, Mason, OH 45040

Authorized Signature

7/23/20

Date

Samuel Conlin, HRBP
Printed Name and Title
Samuel.conlin@kraftheinz.com

Contact Person and E-mail Address

FOR OMJ | BCW WIOA AREA 12 :

Name: Warren County Board of Commissioners on behalf of OhioMeansJobs | Warren County
Address: 300 East Silver St. Lebanon, OH 45036
Main Phone No. 513-695-1130
Fax: 513-695-2985

Authorized Signature

8/14/20

Date

David Young, President
Printed Name and Title

Contact Person and E-mail Address

OJT Requirements

KEY PAYMENT DEFINITIONS

APPROVED AS TO FORM

Keith W. Anderson
Asst. Prosecuting Attorney



Training Completion: Training is complete when the Training Period is over and/or the Trainee meets the Employer's standard for each "skill to be learned" as shown in the Training Plan. OMJ | BCWWIOA AREA 12 staff will help with training design.

Trainee Regular Wages: These are the amounts earned by the Trainee for work performed during the training period. Wages include regular "straight time" for actual hours worked with no overtime premium, holiday pay or fringe benefits included. The maximum OJT is \$8,000 per trainee or up to 50% of the trainee's regular wages during the training period.

Contact your OMJ | BCWWIOA AREA 12 representative within 30 days if a Trainee quits or is fired.

APPLICABLE LAWS AND RULES

1. The EMPLOYER shall comply with all applicable Federal, State, and local laws, rules and regulations, including but not limited to the Fair Labor Standards Act, as amended, which deal with or are related to employment of persons who perform work or are trained under this Agreement.
2. Training positions covered by this OJT agreement have not been created by relocating the business and displacing former employees within the last four (4) months.
3. The Employer has not been debarred, suspended, declared ineligible or voluntarily excluded from Federal contracting.
4. No Trainee shall be illegally discriminated against on the grounds of race, color, religion, sex, national origin, age, disability, political affiliation or belief, citizenship, or solely because they are participating in W.I.O.A. under this Agreement.
5. This OJT will not result in the displacement of employed workers nor impair existing contracts for services nor result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed.
6. If the Employer has not established a grievance procedure regarding the terms and conditions of employment, the grievance procedure of OMJ | BCWWIOA AREA 12 will be utilized. The Employer shall inform Trainees of the grievance procedure to be followed.
7. OMJ | BCWWIOA AREA 12 in writing prior to the sale, closure or transfer of its business. Failure to notify shall void the right to payment under this OJT agreement.
8. The EMPLOYER assures that no former employee is in layoff in the same or similar position as the position for which this OJT Agreement is being written and approved.
9. No currently employed worker shall be displaced by any trainee. This includes partial displacement such as reduction in the hours of non-overtime work, wages, or employment benefits.
10. No funds may be used to assist in relocating the EMPLOYER'S company or parts thereof from one area to another, especially if said location results in a loss of employment at the original location.
11. EMPLOYER assures compliance with all applicable business licensing, taxation and insurance requirements.
12. EMPLOYER assures that trainees are being trained for jobs that are necessary for current and future operation and the trainees are expected to continue permanent employment upon successful completion of this OJT Agreement.
13. EMPLOYER agrees to adhere to the rules and regulations of the Workforce Innovation and Opportunity Act and as amended.
14. EMPLOYER agrees to hold harmless OMJ | BCWWIOA AREA 12 for ineligible costs and insures that OMJ | BCWWIOA AREA 12 shall be relieved of liability and damages sustained by ineligible costs as determined by a fiscal audit. Moreover, the EMPLOYER agrees to indemnify and hold harmless OMJ | BCWWIOA AREA 12 and insure that OMJ | BCWWIOA AREA 12 shall be relieved of liability and damages sustained by virtue of any act or failure to act by which the EMPLOYER shall be responsible.
15. Funds may not be redistributed hereunder without approval of OMJ | BCWWIOA AREA 12 and amendment to the Agreement.
16. Employer shall not use any part of the funds received pursuant to this agreement to employ persons to whom employer is related by consanguinity or marriage.



17. The EMPLOYER shall agree to attempt to resolve disputes arising from this Agreement through Workforce Innovation and Opportunity Area administrative process and negotiations in lieu of litigation. The EMPLOYER ensures performance during disputes.
18. Both parties to this Agreement ensure that no funds under this Agreement shall be used for lobbying activities. The EMPLOYER certifies compliance with the executive agency lobbying restrictions contained in Ohio Revised Code 121.60 to 121.69 and 31 USC 1352.
19. Both parties to this Agreement ensure that their officers, employees and agents will not solicit or accept gratuities, favors or anything of monetary value as a result of the Agreement. Neither will any trainee be charged a fee for the referral or placement of said trainee under this Agreement.
20. The EMPLOYER shall ensure that no activities, work or training under this Agreement are in conflict with the terms and conditions of a collective bargaining agreement or contract for services, The EMPLOYER further ensures that nothing under this Agreement shall impair any aspect of an existing collective bargaining agreement, except that no person funded by W.I.O.A. which would be inconsistent with the terms of a collective bargaining agreement shall be undertaken without the written concurrence of the EMPLOYER and the affected labor organization.
21. This Agreement shall be governed, construed and enforced in accordance with the laws of the State of Ohio. Should any portion of this Agreement be unenforceable by operation of statute or by administrative or judicial decision, the operation of the balance of this Agreement is not affected as long as the absence of the illegal or unenforceable provision does not render the performance of the remainder of the Agreement impossible.

TRAINEES

1. Only those persons determined eligible by OMJ | BCWWIOA AREA 12 will be trained under this OJT agreement.
2. Trainees must be authorized to work in the United States and all trainees who are required to register with the Selective Service System have done so in compliance with the Military Selective Service Act.
3. No OJT Trainee may assist, promote or deter union organizing or engage in political activities during work hours.
4. OJT Trainees shall not be employed in the construction, operation or maintenance of any facility which is used for religious instruction or worship.
5. No OJT Trainee will be required or permitted to work or train in buildings or surroundings under working conditions which are unsanitary, hazardous or dangerous to the Trainee's health or safety.
6. No OJT Trainees may be members of the immediate family of the EMPLOYER or its Officers.

TRAINEE WAGES AND BENEFITS

1. Hourly wages paid to a Trainee shall not be less than the hourly wage specified in the Training Plan.
2. Appropriate worker's compensation insurance protection will be provided to all Trainees by the EMPLOYER
3. Each Trainee shall be provided pay, benefits and working conditions at the same level and to the same extent as other employees working a similar length of time and doing the same type of work. Compensation must be no less than the highest of Federal, or State minimum wage. The maximum OJT reimbursement per trainee is \$8,000 or up to 50% of the trainee's regular wages during the training period.
4. All trainees hired through this OJT Agreement are considered employees of the EMPLOYER as of the date of hire and are entitled to all rights and benefits normally provided to employees of the EMPLOYER.
5. The EMPLOYER shall assure that appropriate standards for health and safety in work and training situations are maintained.
6. The EMPLOYER accepts full responsibility for prompt payment of all applicable unemployment compensation contributions or reimbursements, insurance premiums, workers' compensation premiums, all income tax deductions, social security deductions, and any and all other employer taxes and payroll deductions required for all employees.

RECORDS



1. The EMPLOYER shall retain all records pertaining to this program for a period of six (6) years. These records include but are not limited to financial, statistical, property, and participant records and supporting documentation. Additionally, records for nonexpendable property shall be retained for whichever period is longer, six (6) or three (3) years after final disposition of the property. The aforementioned records will be retained beyond the six (6) year period if any litigation is begun, and audit has not been completed or if a claim is instituted involving the contractual agreement covered by these records. In these instances, the records will be retained until the litigation, audit or claim has been finally resolved. The six (6) year retention period for individual participant records will begin upon the date the participant is terminated from W.I.O.A.
2. The Employer agrees that authorized representatives of OMJ | BCWWIOA AREA 12 shall be given reasonable access to facilities and records.
3. At any time during normal business hours and as often as OMJ | BCWWIOA AREA 12, State of Ohio, U.S. Department of Labor (DOL) and/or Comptroller General of the United States may deem necessary, there shall be made available to OMJ | BCWWIOA AREA 12, State of Ohio, DOL, and/or representative of the Comptroller General for examination of all its records with respect to all matters covered by this Agreement and will permit OMJ | BCWWIOA AREA 12, State of Ohio, DOL, and/or representative of the Comptroller to audit, examine and make excerpts of invoices, materials, payrolls, personnel records, conditions of employment and other data relating to all matters covered by this Agreement.
4. The Employer will report OJT hires and terminations to OMJ | BCWWIOA AREA 12.

AGREEMENT TERMINATION

1. The performance of work under this Agreement may be terminated by OMJ | BCWWIOA AREA 12 or the Employer for good cause or convenience.
2. Agreement termination shall be defined as the cancellations of Federal or State assistance, in whole or in part, under a contract or agreement at any time prior to the date of completion.
3. Termination shall be by one of the following methods:

A.) Termination for cause:

OMJ | BCWWIOA AREA 12 may terminate any contract or agreement in whole, or in part, and any payment pertaining thereto, at any time before the date of completion whenever it is determined that the EMPLOYER has failed to comply with the conditions of this Agreement. OMJ | BCWWIOA AREA 12 shall promptly notify the EMPLOYER in writing of the determinations and the reasons for their termination, together with the effective date.

B.) Termination for convenience:

OMJ | BCWWIOA AREA 12 or EMPLOYER may terminate the Agreement in whole, or in part, without cause upon thirty (30) days written notice of termination to the other party. Notice of termination shall be sent or otherwise delivered to the persons signing this Agreement. The EMPLOYER shall not incur new obligations for the terminated portion after the effective date, and shall cancel as many outstanding obligations as possible. OMJ | BCWWIOA AREA 12 shall allow full credit to EMPLOYER for the Federal share of the noncancellable obligations, properly incurred EMPLOYER prior to termination.

4. In the event of termination of this Agreement, the EMPLOYER shall be entitled to compensation for any unreimbursed expenses reasonably and necessarily incurred in satisfactory performance of the Agreement. Notwithstanding the above, the EMPLOYER shall not be relieved of liability to OMJ | BCWWIOA AREA 12 for damages sustained by OMJ | BCWWIOA AREA 12 as a result of the breach of the Agreement, including without limitation EMPLOYER'S duty to reimburse all sums improperly paid hereunder by OMJ | BCWWIOA AREA 12 to the EMPLOYER.
5. In the event of any modification, termination or other amendment to the Workforce Innovation and Opportunity Act, either by the act of Congress or administratively by the President of the United States, OMJ | BCWWIOA AREA 12 reserves the right to terminate or otherwise modify the Agreement at its option, notwithstanding any other provision of the Agreement.

MODIFICATION

1. The EMPLOYER and OMJ | BCWWIOA AREA 12 may, from time to time, require changes to the scope of services to be provided hereunder that are of substantive nature. Such changes, including any increase or decrease in the amount of the Employer's compensation, that are mutually agreed upon between OMJ | BCWWIOA AREA 12 and the EMPLOYER, shall be incorporated by written amendment to this Agreement.

AFFIDAVIT OF NON COLLUSION

STATE OF OHIO
COUNTY OF WARREN

I, Samuel Conlin, holding the title and position of Human Resource Business Partner at the firm Kraft Heinz Foods Company, 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.

[Handwritten Signature]

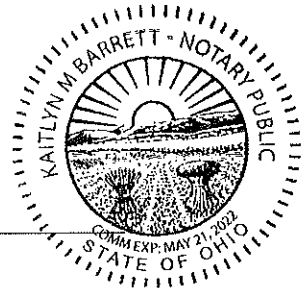
AFFIANT

Subscribed and sworn to before me this 23rd day of July 2020

[Handwritten Signature: Kaitlyn M. Barrett]
(Notary Public),

Warren County.

My commission expires May 21 2020



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

Resolution

Number 20-1084

Adopted Date August 04, 2020

ENTER INTO AGREEMENT WITH F & E PAYMENTPROS TO SUPPLY ELECTRONIC FINANCIAL TRANSACTION DEVICE KIOSK ON BEHALF OF THE WARREN COUNTY TREASURER

WHEREAS, pursuant to Resolution #20-0621 adopted April 28, 2020, this Board authorized the Warren County Treasurer's office to accept payments by financial transaction device and advertise for proposals for finance transaction devices; and

WHEREAS, the Treasurer reviewed the proposals received and upon public discussion with this Board of Commissioners, was authorized to begin negotiations with F & E PaymentPros for said device; and

NOW THEREFORE BE IT RESOLVED, to enter into agreement with F & E PaymentPros to supply an electronic financial transaction device kiosk; copy of said agreement attached hereto and made a part hereof.

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

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

Resolution adopted this 4th day of August 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/tao

cc: c/a—F & E Payment Pros
Treasurer (file)



PaymentPros

July 9, 2020

Mr. Barney Wright
WARREN COUNTY TREASURER
406 Justice Drive
Lebanon, OH 45036



**AGREEMENT TO SUPPLY
ELECTRONIC
FINANCIAL TRANSACTION
DEVICE KIOSK**

July 9, 2020



AUTOMATED CASHIER / PAYMENT KIOSK

F&E PaymentPros Kiosk Solution – Standard KioskPro Treasurer Application

The Warren County (Ohio) Treasurer's Office desires to implement a self-service payment kiosk that will enable constituents to access property taxes, assessments and other related expenses and provide the user the capability to remit payments via credit card, check or cash to via an unattended payment kiosk. This solution will reduce burden on the counter cashiering staff and potentially offer longer service hours for customers who would like to pay in person. It also provides an additional, efficient payment option for these individuals with an average transaction time of under two minutes.

Executive Summary:

Provision of a full-service kiosk handling credit cards, checks and cash for the payment of property taxes, assessments and other related payments for the Warren County Treasurer's Office. This unit may be upgraded at a later date to accept payments for other departments as well. Parcel account balance inquiries can be made at the kiosk using any one of multiple search parameters – ie: name on the property, parcel address, parcel number, etc.

Payments may be made at the kiosk with credit card, check or electronic check or cash depending on style and features selected. User walks away with a printed receipt while the Treasurer's Office is presented with detailed and summary balancing reports. A custom posting file to update the county's core real estate tax software application is also provided for batch updates.



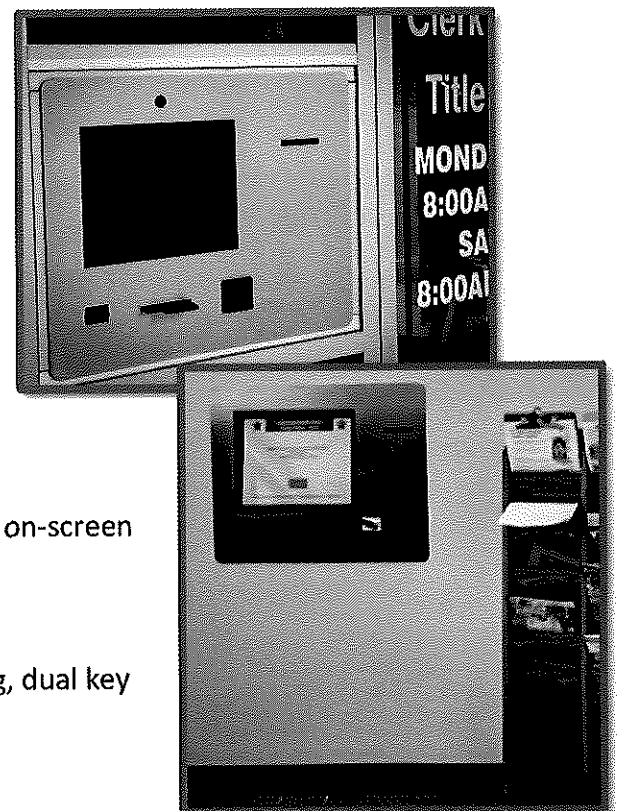
Free-Standing Payment Pedestal Kiosk



- Portable or floor-mounted (*provisions to bolt to floor*)
- Accepting payments by credit card, checks (*physical or e-check*), cash (*bills only*)
- Provides for parcel account balance inquiries
- Barcode reader for account lookup & virtual keyboard for on-screen search capabilities
- Provides “shopping cart” format enabling user to pay on multiple accounts
- Thermal receipt printer
- Pedestal and base are heavy gauge, powder coat painted steel with stainless steel faceplate
- Rear/backside access for service and cash handling

Built-in Payment Kiosk

- Indoor or outdoor facing -- (*provisions to bolt to wall framing, outdoor facing must be protected from direct weather*)
- Accepting payments by credit card, checks (*physical or e-check*), cash (*bills only*)
- Provides for parcel account balance inquiries
- Provides “shopping cart” format enabling user to pay on multiple accounts
- Barcode reader for account lookup & virtual keyboard for on-screen search capabilities
- Thermal receipt printer
- Brushed stainless steel construction – faceplate & housing, dual key locks (backside access)
- Rear/backside access for service and cash handling





F&E KioskPro Software Application

The kiosk runs F&E KioskPro, a proprietary software solution developed by F&E PaymentPros' application development team. Mandatory licensing and on-going technical support for the use of the software is required for this solution, chargeable annually.

Core functionality of F&E KioskPro application includes:

- Account balance inquiries
- Incorporating client's business rules for payment amounts (ie: allowance for partial & over payments)
- Supporting multiple tenders (cash, credit card, check/eCheck – subject to features included)
- Provision for printed and electronic (email) receipts
- Detailed reporting
- Cash activity & cash level alerts via email notification (with cash handling option)
- Low level receipt paper alert via email notification
- Posting file (lockbox file) to update parcel tax Billing software

The F&E solution includes integration of F&E KioskPro with the utility billing system. Data will be synchronized between the utility billing software and F&E KioskPro database once daily (or as deemed practical by the client) via batch file uploads to the kiosk database. Alternatively the kiosk may interface in real-time with the utility billing software subject to the capabilities and provisions of the billing software provider. The kiosk will be configured to process credit card and eCheck payments via EZSecurePay – F&E PaymentPros' proprietary credit card & electronic check processing solution. Integrations to another credit card merchant processor (ie: via client's existing merchant agreement) is available at additional cost (** All departments on the kiosks must use the same credit card clearing agency/gateway **).

F&E KioskPro Hardware

F&E PaymentPros kiosks are assembled, supported and maintained by our team at our offices in Northfield, OH and Minneapolis, MN. Where practical, F&E sources local and domestic manufacturers, suppliers and service providers – ie: our stainless steel kiosk cabinets and pedestal stands are manufactured in USA.

All F&E PaymentPros' kiosks are designed to be physically secured to the premises (if desired) and have all internal components (including cash drawers if applicable) secured within locked metal access doors. Physically attaching the kiosks to the facility are the responsibility of the client, F&E will provide rough opening dimensions, framing sketch, instructions and consult to assist. Hardware features available include:

- Touch screen interface (no keyboard or mouse required)
- Barcode scanner (scan bills for account lookup)
- Credit card reader (Discover, Visa or MasterCard, optionally American Express)
- Check scanner (to be programmed for either physical check retention OR ACH processing)
- Cash receiver with secure cash identification and counterfeit validation (bills only, no coin) – only available on pedestal or vault models
- Receipt printer, thermal; large volume roll capacity and low paper sensor on pedestal



Delivery, Setup, Training and Support

F&E PaymentPros is committed to supporting all solutions it provides to customers. F&E PaymentPros will deliver, configure, test, train and intermittently monitor via remote connection the kiosk's operations. On-site presence for delivery, setup, testing & training is available for this implementation at NO additional cost (within the state of Ohio only).

F&E PaymentPros will provide rough opening and finish opening dimensions along with advice on physically securing the kiosks to the premises. The responsibility for building modifications (if any), initial and on-going physical security ultimately lies with the client.

The kiosk requires 24/7 hard-wired Internet access via standard Ethernet and 120V power supply (standard electrical wall outlet) – both to be provided by client.

Client's staff will be trained in person on the general maintenance of the unit via remote connection or while our technician is on site (optional). Client's staff has direct access to unlimited, on-going remote support by the F&E Team.

All cash handling in and out of the kiosk is the responsibility of the client. F&E will provide reporting tools to support regular balancing of the cash and all transactions to the billing system. F&E PaymentPros recommends a two-person access controlled access and balancing policy to ensure security of all cash handling.

Your kiosk solution includes our KioskPro Premier Support Plan, described below.

F&E KioskPro Premier Support – Licensing, Support & Hardware Maintenance

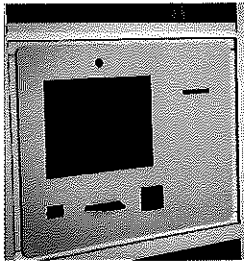

Annual KioskPro Premier Support (L,S&HM) fee includes ...

- software licensing,
- software upgrades within product line,
- technical support via phone & remote connection,
- remote kiosk function & connectivity monitoring,
- hardware maintenance and repairs via depot component replacement service

Additional functionality or change from original specifications will be quoted and billed separately (ie: additional departments added, change of credit card merchant agreements, additional units, etc).



F&E KioskPro for County/City Application

	<u>Built-In KioskPro</u>	<u>Pedestal KioskPro</u>
		
F&E KioskPro Software	F&E KioskPro Standard County Treasurer Application – single department	
Hardware	Built-In kiosk, 19" monitor, barcode reader, cash receiver, credit card reader, check scanner, receipt printer w/high capacity receipt paper roll	Pedestal kiosk, 19" monitor, barcode reader, cash receiver, credit card reader, check scanner, receipt printer w/high capacity receipt paper roll

(1) F&E KioskPro Premier Support – Licensing, Support & Hardware Maintenance

KioskPro Premier Support includes software licensing, technical support, monitoring, hardware maintenance and repairs (L,S&HM). Software upgrades within product line are also included. Hardware service managed through remote support, on-site hardware service & depot service via component replacement (ie: part shipped to client for replacement with return shipping pre-paid). Additional functionality or change from original specifications will be quoted and billed separately (ie: additional departments, change of credit card merchant agreements, additional units, etc).



Security of the KioskPro Solution

F&E PaymentPros provides high-security payment processing solutions using the latest technology and best industry practices. This applies to the physical equipment as well as the software applications and databases it uses. The internal components of the kiosk are secured in heavy-gauge steel cabinets. The Pedestal and Built-In models have steel doors secured by keyed cam locks. The Vault is secured by a mechanical combination lock and, optionally, an additional keyed padlock for two-person access security.

Each of the proposed F&E KioskPro models are physically designed to be secured to the building facility, particulars dependent on the specific model. The Pedestal and Vault units are provided with pre-drilled holes in the bottom of the unit's bases enabling them to be bolted to the floor, should the client desire. These models are also substantially designed so they may be left free-standing should the client opt to maintain some mobility with the unit. The Built-In model secures to the wall framing with lag bolts. All building modifications and securement are responsibility of the client.

Credit card processing is accomplished in coordination with the Merchant Processor. Frequently the Merchant Processor will specify encrypted card readers or EMV chip readers for additional security. All credit card processing is done in complete compliance with Payment Card Industry (PCI) standards. No credit card data is stored on any F&E KioskPro hardware or server.

Electronic check processing is accomplished in a daily batch file basis. The file is securely transmitted to the EZ SecurePay Automated Clearing House (ACH) processor early morning for the prior day's work. User's account information is encrypted and stored on F&E's secured cloud servers hosted by GoDaddy.

Cash is secured in the kiosk cabinets. It is the responsibility of the client for the safe and secure handling of the cash from removal to deposit into the banking institution. F&E recommends two-person accountability for this process. The KioskPro solution provides balancing reports for the easy balancing of cash as well as the posting of payments and their reconciliation to the bank deposits.

Security of the physical kiosk from vandalism or theft of the kiosks lies on the client. F&E recommends security camera(s) to be situated monitoring the users and kiosk(s) 24 hours a day, 365 days a year for the security of the constituents and the county's property.



Purchase Equipment *PLUS* License+Support Annually

One-Time Investments

SOFTWARE IMPLEMENTATION:



(1) F&E KioskPro Application Implementation (single department, one-time) **\$ 2,900**

Additional Departments (subject to review of complexity) **\$ 1,500** **\$ N/A**
(Not Applicable)

EQUIPMENT / HARDWARE:

F&E 2020 Pedestal KioskPro (per each) **\$5,000** ~~**\$5,950**~~ **\$ 5,000**

F&E Built-In KioskPro (per each) **\$7,100** ~~**\$8,150**~~ **\$ N/A**

Shipping (FOB: OH, per unit) **\$ 550** **\$ 0** (FOB Ohio)

OPTIONAL: Onsite Setup, Test & Train (per day) **\$ 975** **\$ 0** (waived)

TOTAL IMPLEMENTATION & HARDWARE: (One-time investment) **\$ 7,900.**



Annual Investments

(Mandatory recurring annual fee, commencing in year 1 covering first 12 months, then annual thereafter)

SOFTWARE LICENSING & SUPPORT:

- (1) KioskPro Application Licensing & Support (annual fee) \$ 3,250
- _____ Additional Departments (subject to review of complexity) \$ 1,000 \$ N/A

HARDWARE MAINTENANCE & SERVICE:

- _____ F&E 2020 Pedestal KioskPro (per each) \$ 685 \$ 685
- _____ F&E Built-In KioskPro (per each) \$ 800 \$ N/A

TOTAL ANNUAL FEE *(Recurring Annual Fee):* **\$ 3,935.**



Merchant Agreement Provider Integration:

**Above kiosks include F&E proprietary merchant agreement relationships
for clearing
credit cards and electronic checks – convenience fees
to match existing electronic payment fee structure**

Optionally, client may opt for integration with another Merchant Processor

(1) F&E Merchant Agreement integration (implement + annually) **\$ 0**
F&E/Forte for Credit Cards @ 2.50% convenience fee +
F&E's EZ SecurePay for Electronic Checks @ \$1.25/transaction

--- OR ---

(1) Other Merchant Agreement integration (implementation) **\$ 3,000** **\$ N/A**
+ plus the cost of card reader hardware per requirement of third party merchant processor

(1) Other Merchant Agreement support (recurring annual fee) **\$ 2,500** **\$ N/A**

TOTAL E.M.A. INTEGRATION FEE (Optional): **\$ 0.**



AUTOMATED CASHIER / PAYMENT KIOSK SOLUTION for Warren County Treasurer's Office

TOTAL PURCHASE & IMPLEMENTATION	<i>(One-time fee, page 10):</i>	<u>\$ 7,900</u>
TOTAL ANNUAL FEE	<i>(Recurring Annual Fee, page 11):</i>	<u>\$ 3,935</u>
TOTAL E.M.A. INTEGRATION FEE	<i>(OPTIONAL One-time+Recurring, page 12):</i>	<u>\$ 0</u>
<u>TOTAL F&E KioskPro 1st 12-month Investment:</u>		<u>\$ 11,835</u>

****** Annual fees are valid (locked) for a minimum of two years of contract execution ******

**Payment
Terms:**

Deposit: 1/3 of Purchase & Implementation as deposit, invoiced on receipt of order, due upon receipt

Installation: 1/3 of Purchase & Implementation invoiced upon delivery, due net 20

Final: Remaining 1/3 of Purchase & Implementation PLUS Annual Licensing, Support & Maintenance invoiced upon the earlier of go-live or 120 days from deposit invoice date, due net 20

Subsequent years billed annually, payment in full due prior to renewal date.

Credit card payments will incur a 3.5% processing fee to the total.

Late payments will incur 1.5% per month finance charge

Delivery:

Pricing includes delivery & setup 90 to 120 days after project acceptance. Delivery and installation schedule will be coordinated with client. The responsibility for building modifications (if any), initial and on-going physical security ultimately lies with the client.

To meet target delivery date all client employees and third party vendors must respond to project related requests from F&E PaymentPros in a timely manner.

Any encryption or security software required by your financial institution, import (lockbox import) or other interface modules required by client's core tax billing software are not included.



F&E KioskPro Configuration, Setup, Installation and Training Scope of Work

Project Requirements

Client will provide:

- Completed and signed order, scope of work and Purchase Order (if applicable)
- Completed Client Project Contacts list (below)
- Complete/provide merchant agreements/credentials for all payment methods
- Attendance at KioskPro Kick-Off Meeting & Project Review Meeting conference calls
- Review and approval of KioskPro Business Rules & User Interface Screens
- Necessary files for kiosk configuration:
 - client logo in tiff, jpeg, bmap format
 - API call parameters for core or samples files and layouts for batch data dump file
 - posting file format
 - other?
- Introduction to appropriate contacts to client's core software provider, as needed
- Introduction to appropriate merchant processors & MID (Merchant ID), as needed
- Coordinate necessary site modifications with building/property manager (including but not limited to: network and electrical connection, wall modifications, lighting enhancements, awning cover)
- Locations of kiosks – general environment description & existing condition pictures with descriptions



F&E will provide:

- KioskPro software licensing and hardware, configured as quoted
- Rough opening and framing requirements (where applicable, ie: built-in models – all building mods on client)
- Integration with core system (API, data dumps, etc.) to retrieve account information for data lookups (requires cooperation from core software provider or client IT/staff for data access)
- Payment options configured and tested (credit cards, checks/e-checks, cash)
- Presentation of data to core system for posting (typically in a lockbox posting file format as specified by core)
- Client database on cloud-based F&E SQL Server
- KioskPro-based and client desktop application for reports generation (daily balancing & posting reports, summary reports, receipt reprints, etc)

Hardware Installation

F&E will ship/deliver all hardware to Client for physical installation based on order. Kiosk will require one electric outlet and one Ethernet network communication port with Internet access per kiosk. Building and securement modifications at client site may be necessary and are the sole responsibility of the client.

Employee Training

F&E will provide:

- Up to 8 hours of remote employee training conference calls and webinars for staff
- Training documentation (printable .pdfs and online tutorials for applications, hardware service and consumables replacement)



*** Any data extraction or import modules required by your core software are not included.

*** To meet target delivery date, client's merchant agreements and hardware device approval and core system data communication and all employees must respond to project related requests from F&E PaymentPros in a timely manner.

*** Additional professional services outside of this Scope of Work and project plan will be billed at standard professional services rates.

Client Project Contacts:

Primary Contact: _____ phone: (____) _____

Email: _____

Project Manager: _____ phone: (____) _____

Email: _____

Primary IT Contact: _____ phone: (____) _____

Email: _____

Building/Prop Mgr: _____ phone: (____) _____

Email: _____

Billing Software Contact: _____ phone: (____) _____

Email: _____

F&E PaymentPros Contacts:

Dedicated Project Manager:

Jerris Barents, *Project Manager*
(330) 468-2003
Jerris@FEPaymentPros.com

Customer Service:

Janice Novilla, *Customer Service Manager*
(330)-468-2004
Janice@FEPaymentPros.com

Sales:

jBrad Lewis, *President*
(330) 468-2004
brad@fepaymentpros.com



Payment Terms:

Deposit: 1/3 of Purchase & Implementation as deposit, invoiced on receipt of order, due upon receipt
Installation: 1/3 of Purchase & Implementation invoiced upon delivery, due net 20
Final: Remaining 1/3 of Purchase & Implementation PLUS Annual Licensing, Support & Maintenance invoiced upon the earlier of go-live or 120 days from deposit invoice date, due net 20
Subsequent years billed annually, payment in full due prior to renewal date.
Credit card payments will incur a 3.5% processing fee to the total.
Late payments will incur 1.5% per month finance charge

Delivery:

Pricing includes delivery & setup 90 to 120 days after project acceptance. Delivery and installation schedule will be coordinated with client. The responsibility for building modifications (if any), initial and on-going physical security ultimately lies with the client.
To meet target delivery date all client employees and third party vendors must respond to project related requests from F&E PaymentPros in a timely manner.
Any encryption or security software required by your financial institution, import (lockbox import) or other interface modules required by client's core tax billing software are not included.

Term:

This agreement provides for the provision of the physical kiosk, its operating software and ongoing licensing, support and maintenance for a term of one year.
Subsequent Licensing, Support and Maintenance may be renewed annually by the client. Renewal must be paid for in full prior to the expiration date of the current term. Client may cancel agreement at any time with 60 days written notice. In the event of early cancellation, there will be no refund of remaining Licensing, Support and Maintenance. Failure to pay for Licensing, Support and Maintenance renewal will also be deemed as cancellation. Kiosk may not be used by client after cancelation or failure to pay for renewal.
KioskPro application and supporting software applications is the proprietary property of F&E PaymentPros during its coverage by agreement and upon expiration. Hardware becomes the property of the client upon payment in full of the implementation price.

Accepted by: **Warren County, OH**

Client Name

P.O. #: _____ (optional)

Name: David Young

Authorized Signer's Name

Signature: _____

APPROVED AS TO FORM

Date: 8/4/20

Adam M. Nice

Asst. Prosecuting Attorney

Accepted by: **F&E PaymentPros**

Name: Jonathan "Brad" Lewis

Authorized Signer's Name

Signature: _____

Date: July 9, 2020

This document is confidential and is only for use by the intended recipient.

AFFIDAVIT OF NON COLLUSION

STATE OF OHIO
COUNTY OF SUMMIT

I, SWATHAN B. LEWIS, holding the title and position of PRESIDENT at the firm F&E PAYMENT PROS DBA OF AUTOMATIC BUSINESS EQUIPMENT CORP 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 22nd day of July 2020

[Signature]
(Notary Public)

Cuyahoga County.

My commission expires April 23 2022



Kelly Parisi
Notary Public, State of Ohio
My Commission Expires
April 23rd 2022

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

Resolution

Number 20-1085

Adopted Date August 04, 2020

APPROVE COUNTY MOTOR VEHICLE TAX (CVT-372) FOR THE CITY OF LEBANON
IN THE AMOUNT OF \$94,688.03

BE IT RESOLVED, to approve the following County Motor Vehicle Tax (CVT-372) for the
City of Lebanon.


<u>Project No.</u>	<u>Description</u>	<u>CVT Funds</u>
CVT - 372	2020 Concrete and Paving Program	\$94,688.03

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 4th day of August 2020.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Engineer (file)
City of Lebanon (file)

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 20-1086

Adopted Date August 04, 2020

ACKNOWLEDGE PAYMENT OF BILLS

BE IT RESOLVED, to acknowledge payment of bills from 7/28/20 and 7/30/20 as attached hereto and made a part hereof.

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

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

Resolution adopted this 4th day of August 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/tao

cc: Auditor _____

Resolution

Number 20-1087

Adopted Date August 04, 2020

APPROVE A STREET AND APPURTENANCES (INCLUDING SIDEWALKS) BOND RELEASE FOR TRAILS OF SHAKER RUN HOLDINGS, LLC, FOR COMPLETION OF IMPROVEMENTS IN TRAILS OF SHAKER RUN, SECTION FOUR-A SITUATED IN TURTLECREEK TOWNSHIP

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

BOND RELEASE

Bond Number	:	14-003 (P/S-M)
Development	:	Trails of Shaker Run, Section Four-A
Developer	:	Trails of Shaker Run Holdings, LLC
Township	:	Turtlecreek
Amount	:	\$32,793.10
Surety Company	:	WesBanco Bank, Inc. Cashier Ck #5932626000

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 4th day of August 2020.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Trails of Shaker Run Holdings, LLC, Attn: Megan Adams, 5780 S.R. 128, Cleves, OH 45002
OMB – Attn: S. Spencer
Engineer (file)
Bond Agreement file

Resolution

Number 20-1088

Adopted Date August 04, 2020

APPROVE MEADOWSWEET DRIVE IN TRAILS OF SHAKER RUN, SECTION FOUR-A FOR PUBLIC MAINTENANCE BY TURTLECREEK TOWNSHIP

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

Street Number	Street Name	Street Width	Street Mileage
2344-T	Meadowsweet Drive	0'-29'-0"	0.128

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


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

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

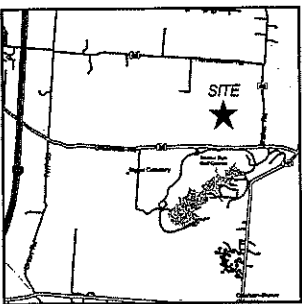
Mr. Young-yea
Mrs. Jones-yea
Mr. Grossmann-yea

Resolution adopted this 4th day of August 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



VICINITY MAP
N.T.S.



LINE	BEARING	DISTANCE
L1	S89°44'46"E	100.79
L2	N02°07'27"E	34.30
L3	S49°44'46"E	100.57
L4	S62°44'46"E	80.00
L5	S22°44'46"E	86.62
L6	S22°44'46"E	170.00
L7	S22°44'46"E	122.54
L8	S28°44'46"E	82.00
L9	S91°44'46"E	75.00
L10	S28°44'46"E	142.00
L11	N07°44'46"E	121.71
L12	S28°44'46"E	216.00
L13	N78°44'46"E	102.79

RECORD PLAT

TRAILS OF SHAKER RUN ~ SECTION FOUR-A

SECTION 25, TOWN 3 EAST, RANGE 4 NORTH
TURTLECREEK TOWNSHIP
WARREN COUNTY, OHIO
DECEMBER 2013

ACREAGE BREAKDOWN

O.R. 584 PG 78
45.524 ACRES (ORIGINAL)
45.524 ACRES (E.S.C. COPY)
45.524 ACRES (E.S.C. COPY)
45.524 ACRES (E.S.C. COPY)

RIGHT OF WAY
P.L. 184 PG 28
TOTAL (SECTION FOUR-A) 5.524 ACRES

OWNER/DEVELOPER

TRAILS OF SHAKER RUN HOLDINGS, LLC
5100 STATE ROUTE 107
CLEVES OH 43002
(614) 293-8044

DEED REFERENCE

SITUATED IN SECTION 25, TOWN 3 EAST, RANGE 4 NORTH, TURTLECREEK TOWNSHIP, WARREN COUNTY, OHIO BEING PART OF A 64.000 ACRE TRACT CONVEYED TO TRAILS OF SHAKER RUN HOLDINGS, LLC AND BEING DESCRIBED IN O.R. 584 PG 78 OF THE WARREN COUNTY, OHIO RECORDERS OFFICE.

OWNER CONSENT AND DEDICATION

WE, THE UNDERSIGNED, BEING ALL THE OWNERS OF THE LANDS HEREIN PLATTED, DO HEREBY VOLUNTARILY CONSENT TO THE EXTENSION OF THE SAID PLAT AND DO DEDICATE THE STRIKED, PAVED OR PUBLIC GROUNDS AS SHOWN HEREON TO THE PUBLIC USE FOREVER.

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

THE ABOVE PUBLIC UTILITY EASEMENTS ARE FOR THE BENEFIT OF ALL PUBLIC UTILITY SERVICE PROVIDERS INCLUDING, BUT NOT LIMITED TO, ELK ENERGY CO., INC., AND THE WATER BOARD.

GRANT OF EASEMENT

FOR UNLAWFUL CONSTRUCTION, THE UNDERSIGNED (EMITTER) DO HEREBY PERMANENTLY GRANT TO ELK ENERGY CO., INC. AND THEIR PERMITTED ENTRY OR ENTRY CONTROLLING BOTH ENTITIES, THEIR RESPECTIVE SUCCESSORS OR AFFILIATE ENTITIES, AND ANY OTHER PROVIDER OF UTILITY SERVICES (GRANTEE) THEIR SUCCESSORS AND AFFILIATE ENTITIES, CONVEY, HOLD AND CARRY OUT AS SHOWN ON THE RETURN PLAT AND DESIGNATED AS DESCRIBED "UTILITY EASEMENTS" FOR THE CONSTRUCTION, OPERATION, MAINTENANCE, REPAIR, OR REPLACEMENT OF ANY AND ALL NECESSARY FACILITIES FOR THE CONSTRUCTION, OPERATION, MAINTENANCE, REPAIR OF GAS, ELECTRIC, TELEPHONE OR TELECOMMUNICATIONS OR OTHER UTILITIES (PRIVATE FACILITIES) OR FACILITIES. THE GRANTEE SHALL HAVE THE RIGHT OF INGRESS AND EGRESS AND ALSO THE RIGHT TO CUT, TRIM OR REMOVE ANY TREES, UNDERGROUND OR OVERHEAD BRANCHES FROM THE UTILITY EASEMENTS OR IMMEDIATELY ADJACENT THERETO, NO BUILDINGS OR OTHER STRUCTURES MAY BE BUILT WITHIN THE UTILITY EASEMENTS AREA, NOR MAY THE UTILITY EASEMENTS AREA BE PHYSICALLY ALTERED SO AS TO INTERFERE OR IMPAIR THE CLEARANCES OF EITHER OVERHEAD OR UNDERGROUND FACILITIES. (1) IMPAIR THE LAND SUPPORT OF SAID FACILITIES; (2) IMPAIR THE ABILITY TO MAINTAIN THE FACILITIES OR (3) CREATE A HAZARD. TO HAVE AND TO HOLD THE FOREGOING TO THE GRANTEE, HE, HIS SUCCESSORS, HE, HIS SUCCESSORS, HE, HIS SUCCESSORS SHALL ENDEAVOR TO DEFEND THE SAME AGAINST ALL CLAIMS.

ALSO HEREBY GRANTED TO ELK ENERGY CO., INC. AND ITS SUCCESSORS, SUCCESSORS, AND AFFILIATE IS THE RIGHT TO LATERALLY EXTEND, REPAIR AND MAINTAIN NATIONAL GAS SERVICES TO SERVE INDIVIDUAL LOTS AS CONTROLLED BY THE ORIGINAL SUBDIVISION PLANNING INSTRUMENTS ONLY OVER EXISTING SERVICE LINES NECESSARY FOR THE REPAIR ONLY OF THE LOT ON WHICH THE SERVICE IS LOCATED. RECONSTRUCTION OR RELOCATION IS PERMISSIBLE ONLY WITH THE WRITTEN PERMISSION OF THE GRANTEE, OWNER AND SAID UTILITY PROVIDER TO A MANUALLY ACCESSIBLE LOCATION, NO PART OF THE UTILITY EASEMENTS SHALL ENDEAVOR EXISTING BUILDING OR ADJACENT LOTS.

Paul Hill
BY MANAGER/OWNER
TRAILS OF SHAKER RUN HOLDINGS, LLC

Michelle Cable
John Cohen
WITNESSES

CORPORATE OFFICER PUBLIC

STATE OF OHIO, S.S.
WARREN COUNTY.

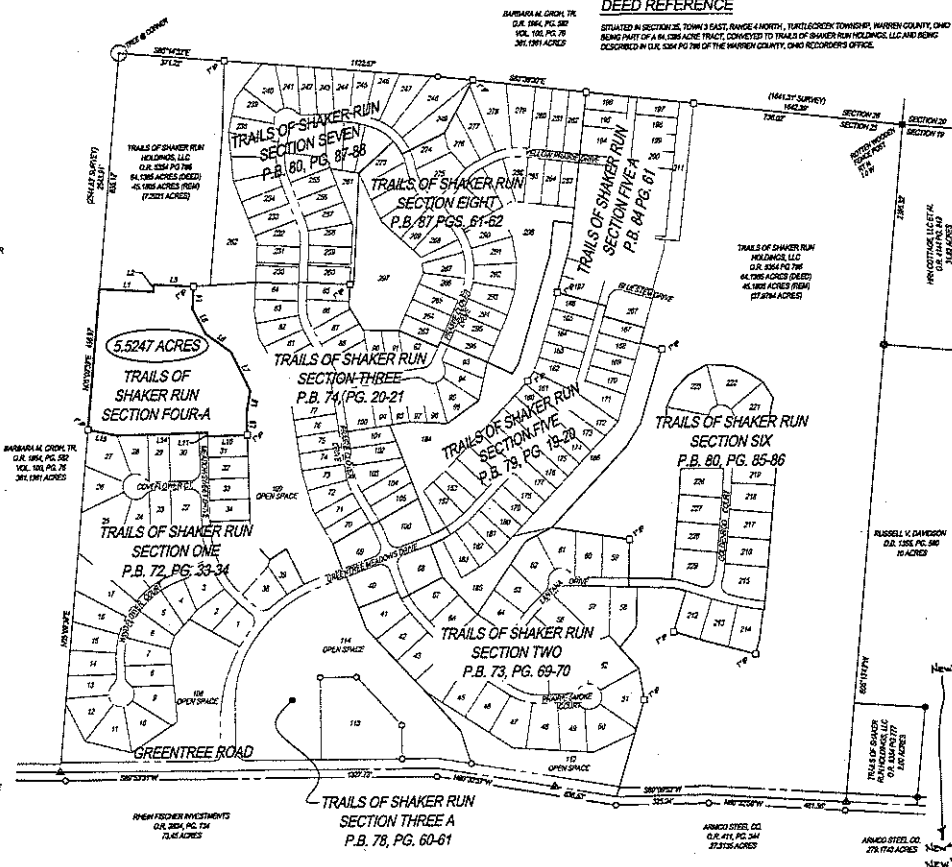
BEFORE ME, NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY CAME DANIEL S. MURPHY, OF TRAILS OF SHAKER RUN HOLDINGS, LLC, WHO ACKNOWLEDGED THE SIGNING AND EXECUTION OF THE FOREGOING PLAT TO BE HIS VOLUNTARY ACT AND DEED AND THE VOLUNTARY ACT AND DEED OF SAID TRAILS OF SHAKER RUN HOLDINGS, LLC.

Daniel S. Murphy
Notary Public, State of Ohio
My Commission Expires 06-30-2015

HOME OWNERS ASSOCIATION

THE ENTIRE PROPERTY SHOWN HEREIN AND ALL IMPROVEMENTS THEREON ARE SUBJECT TO THE RULES, REGULATIONS, COVENANTS AND RESTRICTIONS OF THE HOMEOWNERS ASSOCIATION FOR TRAILS OF SHAKER RUN RECORDED IN O.R. 447 PG. 236 OF THE WARREN COUNTY, OHIO RECORDS AND SUBJECT TO ALL AMENDMENTS AND SUPPLEMENTAL TO THE HOMEOWNERS ASSOCIATION FOR TRAILS OF SHAKER RUN DOCUMENTS, WHICH HAVE BEEN RECORDED FROM TIME TO TIME.

THE HOMEOWNERS ASSOCIATION IS RESPONSIBLE FOR MAINTAINING ALL OPEN SPACE AND STORM WATER FACILITIES LOCATED OUTSIDE OF THE PUBLIC RIGHT-OF-WAY INCLUDING SIDEWALKS, STRUCTURES, DETENTION/RETENTION BASINS AND SLUMP DRAINS.



WARREN COUNTY COMMISSIONERS
BE THE BOARD OF COUNTY COMMISSIONERS OF WARREN COUNTY, OHIO DO HEREBY APPROVE THIS PLAT ON THIS 27th DAY OF APRIL, 2014.
COMMISSIONERS: *Dale*, *Tom Lewis*

WARREN COUNTY REGIONAL PLANNING COMMISSION
THIS PLAT HAS APPROVED BY THE WARREN COUNTY REGIONAL PLANNING COMMISSION ON THIS 23rd DAY OF APRIL, 2014.
Don Williams
CREATIVE DIRECTOR

WARREN COUNTY ENGINEER
I HEREBY APPROVE AND ACCEPT THIS PLAT ON THIS 23rd DAY OF APRIL, 2014 AT 1:57 P.M.
Neil F. Tompkins
ENGINEER, WARREN COUNTY, OHIO

BUTLER COUNTY SANITARY ENGINEER
I HEREBY APPROVE AND ACCEPT THIS PLAT ON THIS 21st DAY OF APRIL, 2014 AT 9:50 A.M.
Steven R. Van
ENGINEER, BUTLER COUNTY DEPARTMENT OF ENVIRONMENTAL SERVICES

WARREN COUNTY SANITARY ENGINEER
I HEREBY APPROVE AND ACCEPT THIS PLAT ON THIS 22nd DAY OF APRIL, 2014 AT 1:00 P.M.
Herbert
SANITARY ENGINEER, WARREN COUNTY, OHIO

WARREN COUNTY ZONING
THIS PLAT HAS APPROVED BY WARREN COUNTY ZONING ON THIS 26th DAY OF APRIL, 2014.
Michelle
ZONING COMMISSIONER

WARREN COUNTY AUDITOR
TRANSFERRED ON THIS 2nd DAY OF APRIL, 2014 AT 2:00 P.M.
Caroline J. De, *Mark Nelson*
BY DEPUTY AUDITOR, WARREN COUNTY AUDITOR

WARREN COUNTY RECORDER
FILED 2014-007704
RECORDED ON THIS 2nd DAY OF APRIL, 2014 AT 2:00 P.M.
RECORDED ON THIS 2nd DAY OF APRIL, 2014 AT 2:00 P.M.
RECORDED PLAT BOOK 89 PAGE 17-17
REC. 17-2-14
E. De, *Justin De*
BY DEPUTY RECORDER, TOWN CLERK RECORDER

Old# 00-25-200-018 50-7052 N.T.S.

LOT NUMBER	SUBJECT NUMBER
115	00-25-200-030
116	00-25-200-031
117	00-25-200-032
118	00-25-200-033
119	00-25-200-034
120	00-25-200-035
121	00-25-200-036
122	00-25-200-037
123	00-25-200-038
124	00-25-200-039
125	00-25-200-040
126	00-25-200-041
127	00-25-200-042
128	00-25-200-043
129	00-25-200-044
130	00-25-200-045
131	00-25-200-046
132	00-25-200-047
133	00-25-200-048
134	00-25-200-049
135	00-25-200-050

NOTE
PRIVATE DRIVEWAYS, PARKING LOTS AND OTHER PAVED AREAS, EXCEPTING DRIVEWAYS, SHOULD NOT BE CONSTRUCTED OVER PRIVATE WATER OR SEWER SERVICE LINES WITHIN THE PUBLIC ROAD RIGHT-OF-WAY OR WITHIN THE EASEMENT AREAS FOR THE PUBLIC UTILITIES. SHOULD THIS OCCUR, THE PROPERTY OWNER SHALL BE HELD RESPONSIBLE FOR THE PROTECTION AND REPAIRS AND FOR PROVIDING ACCESS TO ANY GAS, SEWER, WATER, TELEPHONE, CABLE, ETC., INSTALLED IN CONNECTION WITH THESE PRIVATE SERVICE LINES AND FOR ANY DAMAGE OR RESTORATION OF THE NEEDED SURFACES OR STRUCTURES THAT MAY RESULT FROM THE FUTURE OPERATION, MAINTENANCE, REPAIR OR REPLACEMENT OF SAID SERVICE LINES AND APPURTENANCES.

04-02-14
New Rev#



1500 Green Park Dr.
West Chester, OH 45380
614.233.1111

RECORD PLAT
TRAILS OF SHAKER RUN
SECTION FOUR-A
SECTION 25, TOWN 3 E, RANGE 4 N
TURTLECREEK TOWNSHIP
WARREN COUNTY, OHIO



PROJECT NO: 0250200001
DATE: 04/2014
SHEET NAME:
TRAILS OF SHAKER RUN
SECTION FOUR-A

SHEET NO:
1 OF 2

CURVE	RADIUS	LENGTH	DELTA	DIRECTION	CHORD
C1	500.00	48.82	5°24'14"	N02°52'20"E	48.69
C2	34.50	44.01	3°10'23"	N07°43'19"W	41.89
C3	34.50	39.40	3°12'22"	S31°27'17"W	38.87
C4	45.00	38.40	5°16'51"	S33°06'33"W	38.12
C5	45.00	47.45	6°25'08"	S20°10'30"E	45.28
C6	45.00	39.20	7°22'18"	S08°20'21"E	35.02
C7	34.50	10.16	18°52'42"	N61°40'49"E	10.11
C8	34.50	20.84	34°36'45"	N02°22'32"E	20.53
C9	34.50	31.00	51°25'27"	N2°34'11"E	29.87
C10	45.00	44.00	56°10'44"	N02°18'04"E	42.37
C11	45.00	38.71	50°22'18"	N32°08'25"W	38.43
C12	45.00	54.58	69°28'27"	S05°56'12"W	51.29
C13	34.50	13.83	22°58'30"	S85°44'43"W	13.74
C14	34.50	17.17	28°30'28"	N02°30'24"W	16.89
C15	34.50	48.96	67°58'33"	N31°46'40"W	45.72
C16	483.00	47.16	5°24'14"	N02°52'20"E	47.14
C17	510.00	34.57	2°42'41"	N02°20'20"E	34.57
C18	510.00	25.71	7°57'37"	N04°24'00"E	25.71

LINE TABLE		
LINE	BEARING	DISTANCE
L11	N07°10'24"W	0.51

RECORD PLAT

TRAILS OF SHAKER RUN ~ SECTION FOUR-A

SECTION 25, TOWN 3 EAST, RANGE 4 NORTH
TURTLECREEK TOWNSHIP
WARREN COUNTY, OHIO
DECEMBER 2013



MINIMUM OPENING ELEVATION
THE LOWEST ELEVATION AT WHICH THE BUILDER SHALL PROVIDE AN OPENING TO THE HOUSE. THIS OPENING WAS CALCULATED BY THE ENGINEER FROM THE PROPOSED GRADING PLAN AND IS VALID ONLY IF THE SITE IS GRADED PER PLAN. THE HOME BUILDER ACCEPTS RESPONSIBILITY FOR THE GRADING. THE HOME BUILDER SHALL BE RESPONSIBLE FOR THE FINAL ELEVATION OF THE HOUSE AND ITS OPENINGS.

RECOMMENDED FINISHED FLOOR
RECOMMENDED FINISHED FLOOR ELEVATIONS ARE BASED ON THE APPROVED GRADING PLAN AND ARE PROVIDED TO SATISFY THE REQUIREMENTS OF THE LOCAL GOVERNMENTAL AUTHORITY. FINALS AS BUILT GRADINGS MAY NOT CONFORM TO THE APPROVED PLAN. THEREFORE, IT IS THE BUILDER'S RESPONSIBILITY TO VERIFY EXISTING CONDITIONS AND TO SET BUILDING FOUNDATIONS AT APPROPRIATE ELEVATIONS FOR PROPER DRAINAGE AND TO SATISFY ANY OTHER SITE REQUIREMENTS OR LIMITATIONS AS THEY RELATE TO THE LONG-TERM USE OF THE HOME.

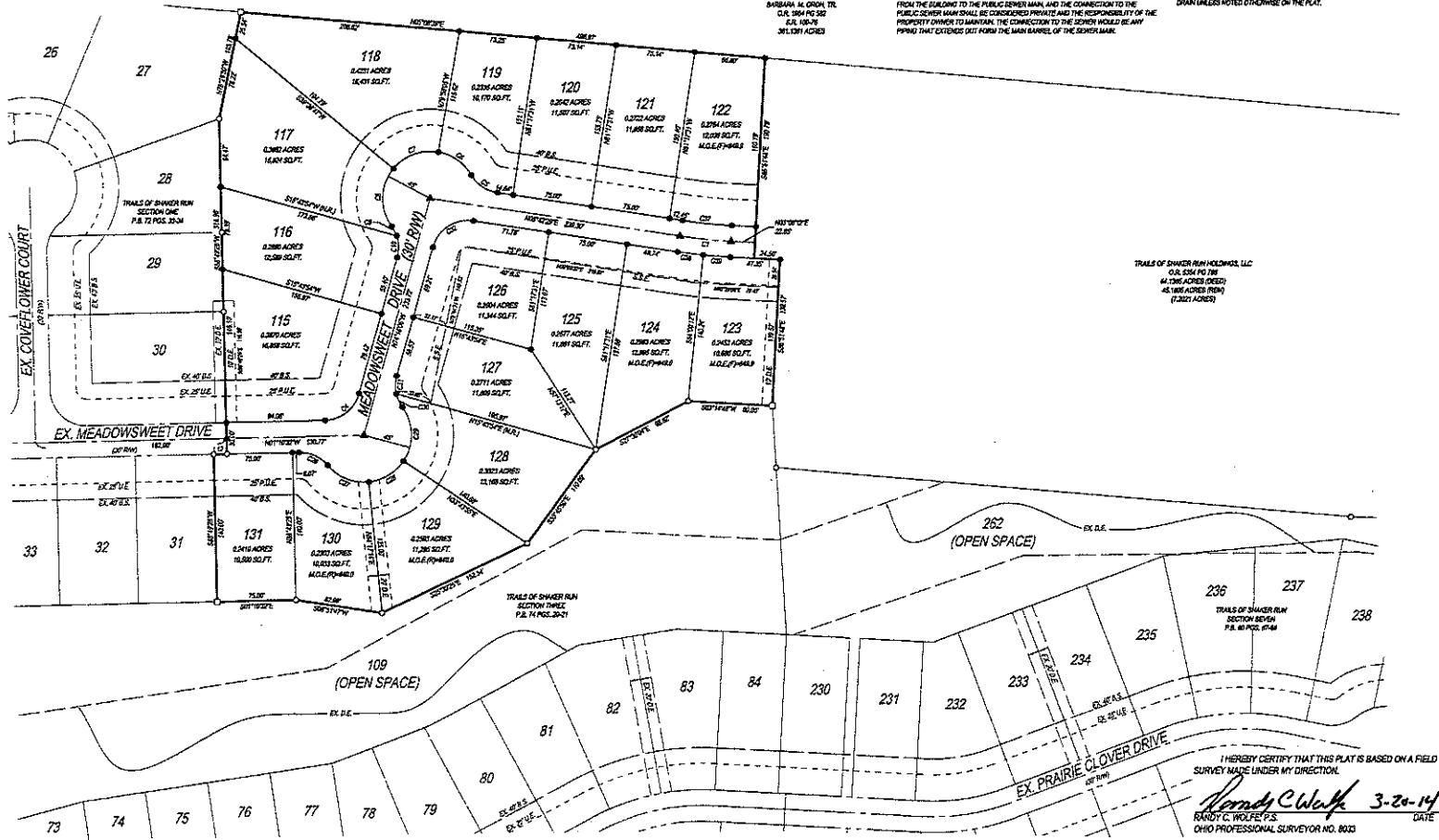
ROOF DRAINS, FOUNDATION DRAINS, AND OTHER CLEAN WATER CONNECTIONS TO THE SANITARY SEWER SYSTEM ARE PROHIBITED.

ALL BUILDINGS TO BE SERVED BY THE PUBLIC SEWER SYSTEM SHALL BE CONSTRUCTED SO AS TO PROVIDE A MINIMUM OF FOUR FEET OF VERTICAL SEPARATION BETWEEN THE PUBLIC SANITARY SEWER, AT THE POINT OF CONNECTION, AND THE LOWEST LEVEL SERVED BY A DRAFFY SEWER CONNECTION. HEADSCOTCH AND BUILDING LEVELS SHALL BE AT LEAST ONE FOOT ABOVE THE LOWEST POINT OF PRESERVATION OR NON-SHALED MANHOLE COVER UPSTREAM OF ANY TREATMENT FACILITY OR UNTREATED DRAINAGE FACILITY THAT RECEIVES DISCHARGE FROM SAID BUILDING. SAID MINIMUM SERVICE LEVELS SHALL BE RECORDED ON THE "AS BUILT" PLANS FOR THE DEVELOPMENT, WHICH WILL BE KEPT ON FILE IN THE OFFICE OF WARREN COUNTY DEPARTMENT OF ENVIRONMENTAL SERVICES.

WATER COUNTY DEPARTMENT OF ENVIRONMENTAL SERVICES DOES NOT ACCEPT ANY RESPONSIBILITY FOR THE RELOCATION, REPAIR, OR REPLACEMENT OF ANY OTHER UTILITY INSTALLED WITHIN FIVE FEET OF THE CENTERLINE OF ANY SANITARY SEWER OR WATER MAIN.

SANITARY SEWER LATERALS, WHICH SHALL INCLUDE ALL PIPE AND APPURTENANCES FROM THE BUILDING TO THE PUBLIC SEWER MAIN, AND THE CONNECTION TO THE PUBLIC SEWER MAIN SHALL BE CONSIDERED PRIVATE AND THE RESPONSIBILITY OF THE PROPERTY OWNER TO MAINTAIN. THE CONNECTION TO THE SEWER SHOULD BE ANY PIPING THAT EXTENDS OUT FROM THE MAIN BARREL OF THE SEWER MAIN.

DRAINAGE STATEMENT
UNLESS OTHERWISE DESIGNATED ON THIS PLAT, A FIFTEEN (15) FOOT WIDE DRAINAGE EASEMENT SHALL EXIST ALONG ALL COMMON REAR LOT LINES AND A TEN (10) FOOT WIDE DRAINAGE EASEMENT SHALL EXIST ALONG ALL COMMON SIDE LOT LINES WITH THE COMMON LINE BEING THE CENTERLINE OF SAID EASEMENT.
THE EASEMENT AREAS SHALL BE MAINTAINED CONTINUOUSLY BY THE LOT OWNERS WITHIN THE EASEMENTS. NO STRUCTURE, PLANTING, FENCING, CULVERT, OR OTHER MATERIAL SHALL BE PLACED OR PERMITTED TO REMAIN WHICH MAY OBSTRUCT, RESTRICT, OR IMPAIR THE FLOW THROUGH THE WATERCOURSE.
THE WARREN COUNTY COMMISSIONERS AND THE BOARD OF TOWNSHIP TRUSTEES ASSUME NO LEGAL OBLIGATION TO MAINTAIN OR REPAIR ANY OPEN DRAIN, LATERALS OR MANHOLES WITHIN THE EASEMENT AREA UNLESS NOTED OTHERWISE ON THIS PLAT. HOWEVER, WHEN THE LATTER PORTION OF SAID AREA HAS BEEN PREVIOUSLY ACCEPTED FOR PUBLIC MAINTENANCE BY RESOLUTION OF THE BOARD OF TOWNSHIP TRUSTEES, THE BOARD OF TRUSTEES OR THEIR REPRESENTATIVES MAY ENTER UPON AND IMPROVE THE EASEMENT AREA AND, IN ACCORDANCE WITH SECTION 3503.01 OF THE OHIO REVISED CODE, MAY REMOVE OR CAUSE THE REMOVAL OF AN OBSTRUCTION ADVERSELY IMPACTING AN AREA WITHIN THE PUBLIC RIGHT-OF-WAY.
WITHIN THE EASEMENT OF THE DEVELOPERS PUBLIC IMPROVEMENT MAINTENANCE BEGINNING PERIOD, THE DEVELOPER OR THEIR AGENTS RESERVES THE RIGHT TO ENTER UPON ALL LOTS TO ESTABLISH OR RE-ESTABLISH DRAINAGE DRAINS WITHIN ALL DRAINAGE EASEMENTS FOR THE PURPOSE OF CONTROLLING AND DIRECTING STORMWATER TO COLLECTION FACILITIES OR DRAINAGE CHANNELS.
THE PUBLIC IMPROVEMENT PORTION OF THE STORM SEWER SYSTEM SHALL INCLUDE STORM DRAINS, CULVERTS, AND/OR DRAINAGES LOCATED WITHIN EITHER THE PUBLIC RIGHT-OF-WAY OR THE PUBLIC UTILITY EASEMENT AREA ADJACENT TO THE ROAD FRONT-OF-WAY WITH THE EXCEPTION OF SEAM MANHOLES AND CULVERTS IN PRIVATE OWNERSHIP. WHERE A LOTS OR AN OPEN LOT, A DEVELOPER, BUILDER OR LOT OWNER INSTALLS A STORM DRAIN ON PRIVATE PROPERTY, THE STORM DRAIN SHALL BE DESIGNED BY A PROFESSIONAL ENGINEER TO ENSURE THAT NEITHER THIS PROPERTY OR ADJACENT PROPERTIES ARE NEARLY IMPACTED, AND THE LOT OWNERS MUST NOTE THAT THEY ARE RESPONSIBLE FOR MAINTAINING THE STORM DRAIN UNLESS NOTED OTHERWISE ON THE PLAT.



- LEGEND**
- SFP ROW PIN SET
 - ▲ MANHOLE SET
 - SFP ROW PIN FOUND
 - T ROW PIN FOUND
 - BUILDING SETBACK
 - PUBLIC UTILITY EASEMENT
 - SANITARY SEWER EASEMENT
 - D.E. DRAINAGE EASEMENT
 - R.F.P. RECOMMENDED FINISHED FLOOR
 - M.O.E. MINIMUM OPENING ELEVATION
 - (F) FRONT
 - (R) REAR
 - (N/A) NON-RADIAL

LENGTH OF CENTERLINE
MEADOWSWEET DRIVE = 65.37'

- NOTES**
1. OCCUPATION IN GENERAL FITS SURVEY.
 2. SOURCE DOCUMENTS AS NOTED.
 3. ALL MONUMENTATION IS IN GOOD CONDITION UNLESS OTHERWISE NOTED.
 4. BEARINGS ARE BASED ON THE OHIO STATE PLANE COORDINATE SYSTEM - SOUTH ZONE.
 5. UNLESS OTHERWISE NOTED, A SFP ROW PIN WILL BE SET AT ALL LOT CORNERS POST CONSTRUCTION.

I HEREBY CERTIFY THAT THIS PLAT IS BASED ON A FIELD SURVEY MADE UNDER MY DIRECTION.

Randy C. Wolfe 3-20-14
RANDY C. WOLFE, P.E.
OHIO PROFESSIONAL SURVEYOR NO. 8033

STATE OF OHIO
RANDY C. WOLFE
P.E.
PROFESSIONAL SURVEYOR

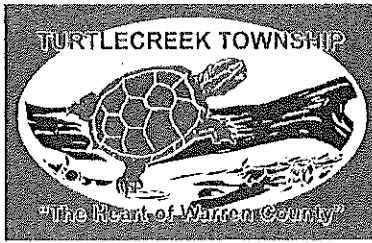
NO. DATE DESCRIPTION
1 10/18/13 RECORD PLAT - 100
2 3/20/14 SFP ROW SETBACKS - 100

**RECORD PLAT
TRAILS OF SHAKER RUN
SECTION FOUR-A**
SECTION 25, TOWN 3 E., RANGE 4 N
TURTLECREEK TOWNSHIP
WARREN COUNTY, OHIO

PROJECT NO: 031288V0000
DATE: 10/18/2013
SCALE: 1" = 80'
0 20 40 80 100

SHEET NAME:
**TRAILS OF SHAKER RUN
SECTION FOUR-A**

SHEET NO:
2 OF 2



TURTLECREEK TOWNSHIP
670 N. STATE ROUTE 123
LEBANON, OHIO 45036-9512
PHONE: (513) 932-4902
FAX: (513) 932-3654

July 14, 2020

Warren County Engineer's Office
Attn: Jason Fisher
105 Markey Road
Lebanon, Ohio 45036

Re: Trails of Shaker Run – Section Four A & Section Four B

Dear Mr. Fisher;

Please accept this letter as our official notice that Turtlecreek Township is willing to accept the streets in Trails of Shaker Run Section Four A & Section Four B.

Please advise when the streets in this subdivision have been officially dedicated to our township by Warren County Board of Commissioners so we may include them in our general Road and Bridge Department maintenance plans and operations.

Should you have any questions in regards to this matter, please contact us.

Yours truly,

Daniel F. Jones
Chairperson

DFJ/tb
Cc: Ron Chasteen, Turtlecreek Township Road Supervisor
File

Daniel Jones, Trustee **TURTLECREEK TOWNSHIP BOARD OF TRUSTEES**
James VanDeGrift, Trustee Jonathan D. Sams, Trustee Amanda K Childers, Fiscal Officer

BOARD MEETING: 2ND MONDAY OF EACH MONTH AT 7:00 P.M.
BOARD MEETING: LAST TUESDAY OF EACH MONTH AT 8:00 A.M.

Resolution

Number 20-1089

Adopted Date August 04, 2020

APPROVE A STREET AND APPURTENANCES (INCLUDING SIDEWALKS) BOND RELEASE FOR TRAILS OF SHAKER RUN HOLDINGS, LLC, FOR COMPLETION OF IMPROVEMENTS IN TRAILS OF SHAKER RUN, SECTION FOUR-B SITUATED IN TURTLECREEK TOWNSHIP

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

BOND RELEASE

Bond Number	:	16-004 (P/S-M)
Development	:	Trails of Shaker Run, Section Four-B
Developer	:	Trails of Shaker Run Holdings, LLC
Township	:	Turtlecreek
Amount	:	\$39,547.54
Surety Company	:	North Side Bank and Trust Co. (LOC#744)

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 4th day of August 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Trails of Shaker Run Holdings, LLC, Attn: Megan Adams, 5780 S.R. 128, Cleves, OH 45002
North Side Bank and Trust Co., 4125 Hamilton Ave., Cincinnati, OH 45223
Engineer (file)
Bond Agreement file

Resolution

Number 20-1090

Adopted Date August 04, 2020

APPROVE MEADOWSWEET DRIVE AND WHITE FLOWER DRIVE IN TRAILS OF SHAKER RUN, SECTION FOUR-B FOR PUBLIC MAINTENANCE BY TURTLECREEK TOWNSHIP

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

Street Number	Street Name	Street Width	Street Mileage
2344-T	Meadowsweet Drive	0'-29'-0'	0.124
2569-T	White Flower Drive	0'-29'-0'	0.032

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

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

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

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

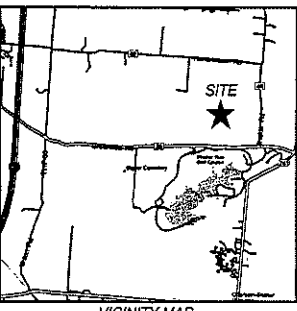
Resolution adopted this 4th day of August 2020.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

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

INSPIRED PEOPLE CREATIVE DESIGN TRANSFORMING COMMUNITIES



RECORD PLAT
TRAILS OF SHAKER RUN ~ SECTION FOUR-B
SECTION 25, TOWN 3 EAST, RANGE 4 NORTH
TURTLECREEK TOWNSHIP
WARREN COUNTY, OHIO
NOVEMBER 2015

LINE TABLE with columns: LINE, BEARING, DISTANCE. Includes lines L1 through L4.

ACREAGE BREAKDOWN

0.8 254 PG 78
84.256 ACRES (ORIGINAL)
4.527 ACRES (SEC. 100A-4)
1.207 ACRES (SEC. 100A-4)
14.833 ACRES (SEC. 100A-4)
12.207 ACRES (SEC. 100A-4)
15.860 ACRES (SEC. 100)
1.920 ACRES (SEC. 100)
1207 ACRES (RECORDED)

OWNER/DEVELOPER

TRAILS OF SHAKER RUN HOLDINGS, LLC
500 STATE ROUTE 123
CLEVELAND, OHIO
(714) 289-9444

OWNER CONSENT AND DEDICATION

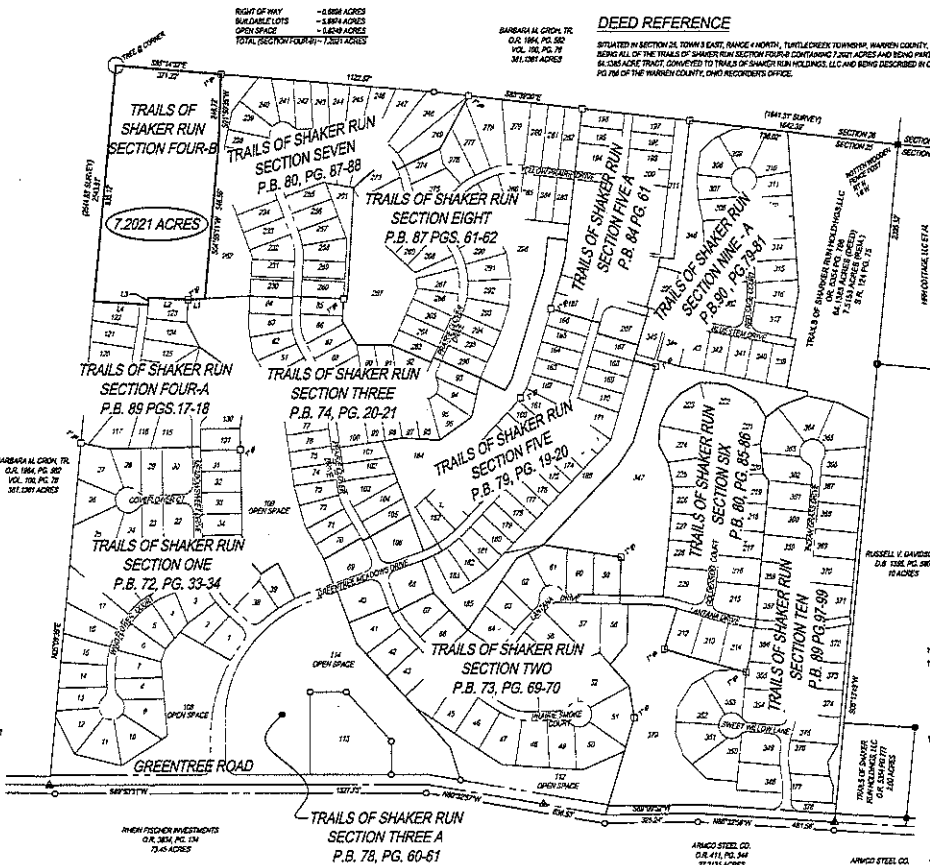
WE, THE UNDERSIGNED, BEING ALL THE OWNERS OF THE LANDS HEREIN PLATTED, DO HEREBY VOLUNTARILY CONSENT TO THE CREATION OF THE SAID PLAT AND DO DEDICATE THE STREETS, FRAMES OR PUBLIC OPENINGS AS SHOWN HEREON TO THE PUBLIC USE FOREVER.

GRANT OF EASEMENT

FOR VALUE CONSIDERATION, THE UNDERSIGNED (GRANTOR) DO HEREBY PERMANENTLY GRANT TO DUKE ENERGY OHIO, INC. AND THEIR PERMITTEE (OR ENTITY CONTROLLING BOTH ENTITIES) THEIR RESPECTIVE SUBSEQUENCES OR AFFILIATE ENTITIES, AND ANY OTHER PROVIDER OF UTILITY SERVICES (CONVEYEE) THEIR SUCCESSORS AND ASSIGNS, FOREVER, ACHIEVE EASEMENT, AS SHOWN ON THE WITHIN PLAT AND DESIGNATED AS 'UTILITY EASEMENTS' FOR THE CONSTRUCTION, OPERATION, MAINTENANCE, REPAIR, OR REPLACEMENT OF ANY AND ALL NECESSARY FACILITIES FOR THE OVERHEAD OR UNDERGROUND DISTRIBUTION OF GAS, ELECTRIC, TELEPHONE OR TELECOMMUNICATIONS OR OTHER UTILITIES (CONVEYEE'S FACILITIES) OR FACILITIES.

WARREN COUNTY RECORDER

FILE # 2015-011345
RECORDED ON THIS 21st DAY OF April 2015 AT 2:57 P.M.
RECORDED ON THIS 21st DAY OF April 2015 AT 2:57 P.M.
RECORDED IN PLAT BOOK 92 PAGE 28-29
REC-772-30



WARREN COUNTY COMMISSIONERS

WE, THE BOARD OF COUNTY COMMISSIONERS OF WARREN COUNTY, OHIO DO HEREBY APPROVE THIS PLAT ON THIS 21st DAY OF April 2015.

COMMISSIONERS: [Signatures]

WARREN COUNTY REGIONAL PLANNING COMMISSION

THIS PLAT WAS APPROVED BY THE WARREN COUNTY REGIONAL PLANNING COMMISSION ON THE 22nd DAY OF April 2015.

WARREN COUNTY ENGINEER

I HEREBY APPROVE AND ACCEPT THIS PLAT ON THIS 21st DAY OF APRIL 2015 AT 10:58 AM

[Signature]

WARREN COUNTY SANITARY ENGINEER

I HEREBY APPROVE AND ACCEPT THIS PLAT ON THIS 22nd DAY OF APRIL 2015 AT 11:35 AM

[Signature]

BUTLER COUNTY SANITARY ENGINEER

I HEREBY APPROVE AND ACCEPT THIS PLAT ON THIS 21st DAY OF MARCH 2015 AT 11:30 AM

[Signature]

WARREN COUNTY ZONING

THIS PLAT WAS APPROVED BY WARREN COUNTY ZONING ON THIS 22nd DAY OF April 2015

[Signature]

WARREN COUNTY AUDITOR

TRANSFERRED ON THIS 21st DAY OF April 2015 AT 2:47 P.M.

[Signature]

WARREN COUNTY RECORDER

FILE # 2015-011345
RECORDED ON THIS 21st DAY OF April 2015 AT 2:57 P.M.
RECORDED ON THIS 21st DAY OF April 2015 AT 2:57 P.M.
RECORDED IN PLAT BOOK 92 PAGE 28-29
REC-772-30

[Signatures]

NOTE

Table with columns: LOT NUMBER, ORIGINAL NUMBER. Lists lots 1 through 111.

PRIVATE DRIVEWAYS, PARKING LOTS AND OTHER PAVED AREAS, EXCEPT AREAS OR STRUCTURES SHOULD NOT BE CONSTRUCTED OVER PRIVATE RIGHT OF WAY OR SERVICE LINES WITHIN THE PUBLIC ROAD RIGHT OF WAY OR WITHIN THE EASEMENT AREAS FOR THE PUBLIC UTILITIES. SHOULD THE OCCUR, THE PROPERTY OWNER SHALL BE HELD RESPONSIBLE FOR THE PROTECTION AND REPAIR AND FOR PROVIDING ACCESS TO ANY CROSS STREET, WATER PITS, MANHOLES, CLEANOUTS, ETC. INSTALLED IN CONNECTION WITH THESE PRIVATE SERVICE LINES AND FOR ANY DAMAGE OR RESTORATION OF THE PAVED SURFACES ON STRUCTURES THAT MAY RESULT FROM THE SERVICE OPERATION, MAINTENANCE, REPAIR OR REPLACEMENT OF SAID SERVICE LINES AND APPURTENANCES.



CIVIL ENGINEERING www.kleingers.com
SURVEYING
LANDSCAPE ARCHITECTURE

2008 Collins Park Dr.
Warren, OH 44089
(440) 724-1111



STATE OF OHIO
RANDY WOLFE
AUDITOR

RECORD PLAT

TRAILS OF SHAKER RUN

SECTION FOUR-B

SECTION 25, TOWN 3 E, RANGE 4 N
TURTLECREEK TOWNSHIP
WARREN COUNTY, OHIO

PROJECT NO: 6512000000000000
SCALE: 1/8" = 20'

SHEET NO: 1 OF 2

92/93

CURVE TABLE				
CURVE	INFLUENCE	LENGTH	DEG TA	CHORD
C01	315.00	42.00	75.00°	58.222229
C02	315.00	14.00	75.00°	19.88
C03	262.50	15.77	75.00°	19.77
C04	262.50	28.00	75.00°	36.82
C05	315.00	14.00	75.00°	19.88
C06	315.00	27.25	75.00°	35.82
C07	315.00	22.00	75.00°	32.82
C08	315.00	28.25	75.00°	35.82
C09	42.00	76.11	12.521°	12.86
C10	42.00	28.00	75.00°	36.82
C11	42.00	37.17	47.19°	36.82
C12	42.00	37.17	47.19°	36.82
C13	42.00	37.17	47.19°	36.82
C14	42.00	37.17	47.19°	36.82
C15	42.00	37.17	47.19°	36.82
C16	42.00	37.17	47.19°	36.82
C17	42.00	37.17	47.19°	36.82
C18	42.00	37.17	47.19°	36.82
C19	42.00	37.17	47.19°	36.82
C20	42.00	37.17	47.19°	36.82
C21	42.00	37.17	47.19°	36.82
C22	42.00	37.17	47.19°	36.82
C23	42.00	37.17	47.19°	36.82
C24	42.00	37.17	47.19°	36.82
C25	42.00	37.17	47.19°	36.82
C26	42.00	37.17	47.19°	36.82
C27	42.00	37.17	47.19°	36.82
C28	42.00	37.17	47.19°	36.82
C29	42.00	37.17	47.19°	36.82
C30	42.00	37.17	47.19°	36.82
C31	42.00	37.17	47.19°	36.82
C32	42.00	37.17	47.19°	36.82
C33	42.00	37.17	47.19°	36.82
C34	42.00	37.17	47.19°	36.82
C35	42.00	37.17	47.19°	36.82
C36	42.00	37.17	47.19°	36.82
C37	42.00	37.17	47.19°	36.82
C38	42.00	37.17	47.19°	36.82
C39	42.00	37.17	47.19°	36.82
C40	42.00	37.17	47.19°	36.82
C41	42.00	37.17	47.19°	36.82
C42	42.00	37.17	47.19°	36.82
C43	42.00	37.17	47.19°	36.82
C44	42.00	37.17	47.19°	36.82
C45	42.00	37.17	47.19°	36.82
C46	42.00	37.17	47.19°	36.82
C47	42.00	37.17	47.19°	36.82
C48	42.00	37.17	47.19°	36.82
C49	42.00	37.17	47.19°	36.82
C50	42.00	37.17	47.19°	36.82
C51	42.00	37.17	47.19°	36.82
C52	42.00	37.17	47.19°	36.82
C53	42.00	37.17	47.19°	36.82
C54	42.00	37.17	47.19°	36.82
C55	42.00	37.17	47.19°	36.82
C56	42.00	37.17	47.19°	36.82
C57	42.00	37.17	47.19°	36.82
C58	42.00	37.17	47.19°	36.82
C59	42.00	37.17	47.19°	36.82
C60	42.00	37.17	47.19°	36.82
C61	42.00	37.17	47.19°	36.82
C62	42.00	37.17	47.19°	36.82
C63	42.00	37.17	47.19°	36.82
C64	42.00	37.17	47.19°	36.82
C65	42.00	37.17	47.19°	36.82
C66	42.00	37.17	47.19°	36.82
C67	42.00	37.17	47.19°	36.82
C68	42.00	37.17	47.19°	36.82
C69	42.00	37.17	47.19°	36.82
C70	42.00	37.17	47.19°	36.82
C71	42.00	37.17	47.19°	36.82
C72	42.00	37.17	47.19°	36.82
C73	42.00	37.17	47.19°	36.82
C74	42.00	37.17	47.19°	36.82
C75	42.00	37.17	47.19°	36.82
C76	42.00	37.17	47.19°	36.82
C77	42.00	37.17	47.19°	36.82
C78	42.00	37.17	47.19°	36.82
C79	42.00	37.17	47.19°	36.82
C80	42.00	37.17	47.19°	36.82
C81	42.00	37.17	47.19°	36.82
C82	42.00	37.17	47.19°	36.82
C83	42.00	37.17	47.19°	36.82
C84	42.00	37.17	47.19°	36.82
C85	42.00	37.17	47.19°	36.82
C86	42.00	37.17	47.19°	36.82
C87	42.00	37.17	47.19°	36.82
C88	42.00	37.17	47.19°	36.82
C89	42.00	37.17	47.19°	36.82
C90	42.00	37.17	47.19°	36.82
C91	42.00	37.17	47.19°	36.82
C92	42.00	37.17	47.19°	36.82
C93	42.00	37.17	47.19°	36.82
C94	42.00	37.17	47.19°	36.82
C95	42.00	37.17	47.19°	36.82
C96	42.00	37.17	47.19°	36.82
C97	42.00	37.17	47.19°	36.82
C98	42.00	37.17	47.19°	36.82
C99	42.00	37.17	47.19°	36.82
C100	42.00	37.17	47.19°	36.82

- LEGEND**
- 6" W/10" FIN SET
 - ▲ MANHOLE SET
 - 4" W/10" FIN FOUND
 - 1" W/10" FIN FOUND
 - BUILDING SETBACK
 - PUBLIC UTILITY EASEMENT
 - SANITARY SEWER EASEMENT
 - DRAINAGE EASEMENT
 - RECOMMENDED FINISHED FLOOR
 - MINIMUM OPENING ELEVATION
 - FRONT
 - REAR
 - NON-RESIDENTIAL



RECORD PLAT

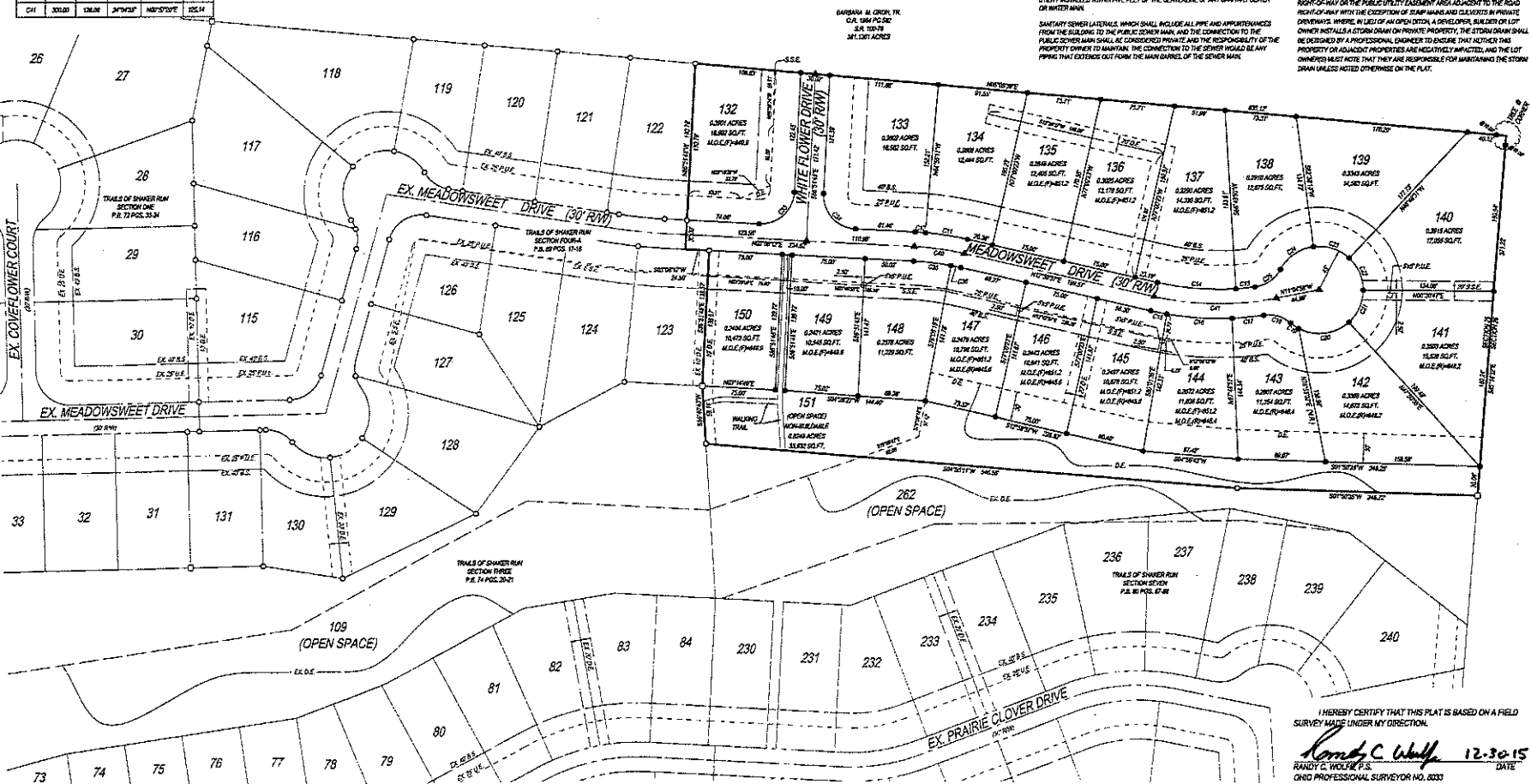
TRAILS OF SHAKER RUN ~ SECTION FOUR-B

SECTION 25, TOWN 3 EAST, RANGE 4 NORTH
TURTLECREAK TOWNSHIP
WARREN COUNTY, OHIO
NOVEMBER 2015

LENGTH OF CENTERLINE
MEADOWSWEET DRIVE - 658.27'
WATERFLOWER DRIVE - 171.42'

- NOTES:**
- OCCUPATION IN GENERAL SURVEY.
 - SOURCE DOCUMENTS AS NOTED.
 - ALL MONUMENTATION IS IN GOOD CONDITION UNLESS OTHERWISE NOTED.
 - BERMERS ARE BASED ON THE OHIO STATE PLANE COORDINATE SYSTEM - SOUTH ZONE.
 - UNLESS OTHERWISE NOTED, A 5% FINISH WILL BE SET AT ALL LOT CORNERS POST CONSTRUCTION.

GARBARA & CREW, P.C.
C.S. 384 PAGES
S.S. 10/28
31,321 ACRES



MINIMUM OPENING ELEVATION
THE LOWEST ELEVATION AT WHICH THE BUILDER SHOULD HAVE AN OPENING TO THE HOUSE. THIS OPENING WAS CALCULATED BY THE ENGINEER FROM THE PROPOSED GRADING PLAN AND IS VALID ONLY IF THE SITE IS GRADED PER PLAN. THE HOME BUILDER SHOULD VERIFY ALL THE GRADES AFFECTING THE HOUSE, SOME OF WHICH MAY BE SUBJECT TO LOT BOUNDARIES. THE HOME BUILDER IS FULLY RESPONSIBLE FOR THE FINAL ELEVATION OF THE HOUSE AND ITS OPENINGS.

RECOMMENDED FINISHED FLOOR
RECOMMENDED FINISHED FLOOR ELEVATIONS ARE BASED ON THE APPROVED GRADING PLAN AND ARE PROVIDED TO SATISFY THE REQUIREMENTS OF THE LOCAL GOVERNMENTAL AUTHORITY. FINAL AS-BUILT GRADING MAY NOT CONFORM TO THE APPROVED PLAN. THEREFORE, IT IS THE BUILDER'S RESPONSIBILITY TO VERIFY EXISTING CONDITIONS AND TO SET BUILDING FOUNDATIONS AT APPROPRIATE ELEVATIONS FOR PROPER DRAINAGE AND TO SATISFY ANY OTHER SITE REQUIREMENTS OR LIMITATIONS AS THEY APPLY RELATIVE TO THE LONG-TERM USE OF THE HOME.

ROOF DRAIN, FOUNDATION DRAIN, AND OTHER CLEAN WATER CONNECTIONS TO THE SANITARY SEWER SYSTEM ARE PROHIBITED.

ALL BUILDINGS TO BE SERVED BY THE PUBLIC SEWER SYSTEM SHALL BE CONSTRUCTED SO AS TO PROVIDE A MINIMUM OF FOUR FEET OF VERTICAL SEPARATION BETWEEN THE PUBLIC SANITARY SEWER AT THE POINT OF CONNECTION AND THE LOWEST LEVEL SERVED BY A GRAVITY SEWER CONNECTION. IN ADDITION, SAID MINIMUM LEVEL SHALL BE AT LEAST ONE FOOT ABOVE THE LOWEST POINT OF PRESSURE OR NON-PRESSURIZED MANHOLE COVER UPSTREAM OF ANY TREATMENT PLANT OR WASTEWATER TREATMENT FACILITY THAT RECEIVES DISCHARGE FROM SAID BUILDING. SAID MINIMUM LEVEL SHALL BE REDUCED ON THE "AS-BUILT" PLAN FOR THE DEVELOPER, WHICH WILL BE KEPT ON FILE IN THE OFFICE OF BUTLER COUNTY DEPARTMENT OF ENVIRONMENTAL SERVICES.

BUTLER COUNTY DEPARTMENT OF ENVIRONMENTAL SERVICES DOES NOT ACCEPT ANY RESPONSIBILITY FOR THE LOCATION, REMOVAL OR REINSTALLMENT OF ANY OTHER UTILITY INSTALLED WITHIN FIVE FEET OF THE CENTERLINE OF ANY SANITARY SEWER OR PRIVATE SANITARY SEWER LATERALS, WHICH SHALL INCLUDE ALL PIPE AND APPURTENANCES FROM THE BUILDING TO THE PUBLIC SEWER MAIN, AND THE CONNECTION TO THE PUBLIC SEWER MAIN SHALL BE CONSIDERED PRIVATE AND THE RESPONSIBILITY OF THE PROPERTY OWNER TO MAINTAIN. THE CONNECTION TO THE SEWER SHOULD BE ANY PIPING THAT EXTENDS OUT FROM THE MAIN DRAINAGE OF THE SEWER MAIN.

DRAINAGE STATEMENT
UNLESS OTHERWISE INDICATED ON THIS PLAT, A TEN (10) FOOT WIDE DRAINAGE EASEMENT SHALL EXIST ALONG ALL COMMON REAR LOT LINES AND A TEN (10) FOOT WIDE DRAINAGE EASEMENT SHALL EXIST ALONG ALL COMMON SIDE LOT LINES, WITH THE COMMON LINE BEING THE CENTERLINE OF SAID EASEMENT.

THE EXISTING AREAS SHALL BE MAINTAINED CONTIGUOUS TO THE LOT OWNERS WITHIN THE EASEMENTS. NO CONSTRUCTION, PLANTING, FENCING, OR OTHER MATERIAL SHALL BE PLACED OR PERMITTED TO REMAIN WHICH MAY OBSTRUCT, RETARD, OR DIVERT THE FLOW THROUGH THE WATERCOURSE.

THE WARREN COUNTY COMMISSIONERS AND THE BOARD OF TOWNSHIP TRUSTEES ASSUME NO LEGAL OBLIGATION TO MAINTAIN OR REPAIR ANY OPEN DRAIN, CULVERT OR WATERCOURSE WITHIN THE EASEMENT AREA UNLESS ACTED UPON BY THIS PLAT. HOWEVER, WHEN THE PLATTED RIGHT-OF-WAY AREA HAS BEEN PREVIOUSLY ACCEPTED FOR PUBLIC MAINTENANCE BY RESOLUTION OF THE BOARD OF TOWNSHIP TRUSTEES, THE BOARD OF TRUSTEES OR THEIR REPRESENTATIVES MAY ENTER UPON AND INSPECT THE EASEMENT AREAS AND, IN ACCORDANCE WITH SECTION 5809.07 OF THE OHIO REVISED CODE, MAY REMOVE OR CAUSE THE REMOVAL OF AN OBSTRUCTION ADVERSELY IMPACTING AN AREA WITHIN THE PUBLIC RIGHT-OF-WAY.

UNTIL THE EXPIRATION OF THE DEVELOPER'S PUBLIC IMPROVEMENT MAINTENANCE BONDING PERIOD, THE DEVELOPER OR THEIR AGENTS RESERVES THE RIGHT TO ENTER UPON ALL LOTS TO ESTABLISH OR RE-ESTABLISH DRAINAGE CHANNELS WITHIN ALL DRAINAGE EASEMENTS FOR THE PURPOSE OF CONTROLLING AND DIRECTING STORMWATER TO COLLECTION FACILITIES OR DRAINAGE CHANNELS.

THE PUBLIC MAINTAINED PORTION OF THE STORM SEWER SYSTEM WILL INCLUDE STORM DRAINAGE, CULVERTS, AND/OR DITCHES LOCATED WITHIN OTHER THE PUBLIC RIGHT-OF-WAY OR THE PUBLIC UTILITY EASEMENT AREA ADJACENT TO THE ROAD RIGHT-OF-WAY WITH THE EXCEPTION OF STAMP MANS AND EASEMENTS IN PRIVATE OWNERSHIP. WHERE, IN LIEU OF AN OPEN DITCH, A DEVELOPER, BUILDER OR LOT OWNER INSTALLS A STORM DRAIN ON PRIVATE PROPERTY, THE STORM DRAIN SHALL BE DESIGNED BY A PROFESSIONAL ENGINEER TO ENSURE THAT NEITHER THIS PROPERTY OR ADJACENT PROPERTIES ARE NEGATIVELY IMPACTED AND THE LOT OWNERS ARE NOT AT RISK THAT THEY ARE RESPONSIBLE FOR MAINTAINING THE STORM DRAIN UNLESS NOTED OTHERWISE ON THE PLAT.

THE KLEINGERS GROUP

CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
www.kleingers.com
6000 Centre Park Dr.
West Chester, OH 45380
613.779.7881

STATE OF OHIO
RANDY C. WOLFE
6033
PROFESSIONAL SURVEYOR

NO.	DATE	DESCRIPTION
1	10/28/15	RECORD PLAT - HIGH
2	10/28/15	BRIT W/10000-44-HIGH
3	11/20/15	SPRINT RECORD PLAT - AR
4	11/20/15	REVISIONS - AR
5	12/02/15	REVISIONS - DR

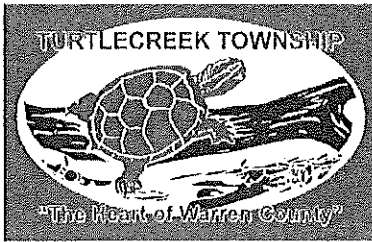
RECORD PLAT
TRAILS OF SHAKER RUN
SECTION FOUR-B
SECTION 25, TOWN 3 E, RANGE 4 N
TURTLECREAK TOWNSHIP
WARREN COUNTY, OHIO

PROJECT NO. 63132870000
DATE: 10/14/2015
SCALE: 1" = 40'
SHEET NO. 2 OF 2

I HEREBY CERTIFY THAT THIS PLAT IS BASED ON A FIELD SURVEY MADE UNDER MY DIRECTION.

Randy C. Wolfe 12-30-15
RANDY C. WOLFE, P.S. DATE
OHIO PROFESSIONAL SURVEYOR NO. 6033

92/94



TURTLE CREEK TOWNSHIP
670 N. STATE ROUTE 123
LEBANON, OHIO 45036-9512
PHONE: (513) 932-4902
FAX: (513) 932-3654

July 14, 2020

Warren County Engineer's Office
Attn: Jason Fisher
105 Markey Road
Lebanon, Ohio 45036

Re: Trails of Shaker Run – Section Four A & Section Four B

Dear Mr. Fisher;

Please accept this letter as our official notice that Turtlecreek Township is willing to accept the streets in Trails of Shaker Run Section Four A & Section Four B.

Please advise when the streets in this subdivision have been officially dedicated to our township by Warren County Board of Commissioners so we may include them in our general Road and Bridge Department maintenance plans and operations.

Should you have any questions in regards to this matter, please contact us.

Yours truly,

Daniel F. Jones
Chairperson

DFJ/tb
Cc: Ron Chasteen, Turtlecreek Township Road Supervisor
File

Daniel Jones, Trustee James VanDeGrift, Trustee Jonathan D. Sams, Trustee Amanda K Childers, Fiscal Officer

BOARD MEETING: 2ND MONDAY OF EACH MONTH AT 7:00 P.M.
BOARD MEETING: LAST TUESDAY OF EACH MONTH AT 8:00 A.M.

Resolution

Number 20-1091

Adopted Date August 04, 2020

APPROVE BOND RELEASE FOR SORAYA FARMS LLC FOR COMPLETION OF IMPROVEMENTS IN SORAYA FARMS LIFESTYLE 5 SITUATED IN CLEARCREEK TOWNSHIP

BE IT RESOLVED to approve the following bond release upon recommendation of the Warren County Soil and Water Conservation District:

EROSION CONTROL PERFORMANCE BOND RELEASE


Bond Number	:	N/A
Development	:	Soraya Farms Lifestyle 5
Developer	:	Soraya Farms LLC
Township	:	Clearcreek
Amount	:	\$12,573.60
Surety Company	:	Cashier's Check Huntington Bank #2012334905

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 4th day of August 2020.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Developer
OMB – S. Spencer
Soil & Water (file)
Bond Agreement file

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

Resolution

Number 20-1092

Adopted Date August 04, 2020

APPROVE BOND RELEASE FOR FISCHER DEVELOPMENT COMPANY FOR COMPLETION OF IMPROVEMENTS IN PROVIDENCE, SECTION SIX SITUATED IN HAMILTON TOWNSHIP

BE IT RESOLVED to approve the following bond release upon recommendation of the Warren County Soil and Water Conservation District:

EROSION CONTROL PERFORMANCE BOND RELEASE

Bond Number	:	N/A
Development	:	Providence, Section Six
Developer	:	Fischer Development Company
Township	:	Hamilton
Amount	:	\$16,421.08
Surety Company	:	RLI Insurance Company (CMS0324519)

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 4th day of August 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Developer
Surety Co.
Soil & Water (file)
Bond Agreement file

Resolution

Number 20-1093

Adopted Date August 04, 2020

APPROVE A STREET AND APPURTENANCES (INCLUDING SIDEWALKS) BOND REDUCTION FOR WILSON FARMS DEVELOPMENT, LLC FOR COMPLETION OF IMPROVEMENTS IN WILSON FARMS, SECTION FIVE SITUATED IN FRANKLIN TOWNSHIP.

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

BOND REDUCTION

Bond Number	:	18-014 (P/S)
Development	:	Wilson Farms, Section Five
Developer	:	Wilson Farms Development, LLC
Township	:	Franklin
Reduction Amount	:	\$34,823.26
Surety Company	:	Great American Insurance Company (2556082)

BE IT FURTHER RESOLVED: the original amount of bond was \$129,827.52 and after the above reduction, the new required bond amount is \$95,004.26.

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 4th day of August 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Wilson Farms Development, LLC, 2610 Crescentville Road, West Chester, OH 45069
Great American Insurance Company, 301 E. 4th Street, Cincinnati, OH 45202
Engineer (File)
Bond Agreement File

Resolution

Number 20-1094

Adopted Date August 04, 2020

ENTER INTO A SUBDIVISION PUBLIC IMPROVEMENT PERFORMANCE AND MAINTENANCE SECURITY AGREEMENT WITH GRAND COMMUNITIES, LLC TO INSTALL CERTAIN WATER AND/OR SANITARY SEWER IMPROVEMENTS IN THE RENAISSANCE II, SECTION 9 & 11 SITUATED IN THE CITY OF MIDDLETOWN

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

SECURITY AGREEMENT

Bond Number	:	20-014 (W/S)
Development	:	Renaissance II, Section 9 & 11
Developer	:	Grand Communities, LLC
Municipality	:	Middletown
Amount	:	\$9,975.20
Surety Company	:	Berkeley Insurance Company (No. 0232830)

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 4th day of August 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

caw

cc: Grand Communities LLC, Attn: D. Stroup, 3940 Olympic Blvd, Ste 400, Erlanger, KY 41018
Berkley Insurance Company, 412 M. Kemble, Suite 310N, Morristown, NJ 07960
Water/Sewer (file)
Bond Agreement File

**SUBDIVISION PUBLIC IMPROVEMENT PERFORMANCE AND MAINTENANCE
SECURITY AGREEMENT**

WATER AND/OR SANITARY SEWER

Security Agreement No.

20-014 (W/S)

This Agreement made and concluded at Lebanon, Ohio, by and between Grand Communities, LLC
(1) (hereinafter the "Developer") and the
Warren County Board of County Commissioners, (hereinafter the "County Commissioners"), and
Berkley Insurance Company (2) (hereinafter the "Surety").

WITNESSETH:

WHEREAS, the Developer is required to install certain improvements in Renaissance
Subdivision, Section/Phase^{Section 9 & 11(3)} (hereinafter the "Subdivision") situated in
City of Middletown(4) Township, Warren County, Ohio, in accordance with the Warren County
Subdivision regulations (hereinafter called the "Improvements"); and,

WHEREAS, it is estimated that the total cost of the Improvements is \$99,752.00,
and that the Improvements that have yet to be completed and approved may be constructed in the sum of
\$0.00; and,

WHEREAS, the County Commissioners have determined to require all developers to post security
in the sum of one hundred thirty percent (130%) of the estimated cost of uncompleted or unapproved
Improvements to secure the performance of the construction of uncompleted or unapproved Improvements
in accordance with Warren County subdivision regulations and to require all Developers to post security in
the sum of ten percent (10%) of the estimated total cost of the Improvements after the completion of the
Improvements and their tentative acceptance by the County Commissioners to secure the performance of
all maintenance upon the Improvements as may be required between the completion and tentative
acceptance of the Improvements and their final acceptance by the County Commissioners.

NOW, THEREFORE, be it agreed:

1. The Developer will provide **performance security** to the County Commissioners in the sum
of \$0.00 to secure the performance of the construction of the
uncompleted or unapproved Improvements in accordance with Warren County subdivision
regulations (hereinafter the Performance Obligation). If any sum greater than zero (0) is
inserted herein, the **minimum performance security** shall be ten percent (10%) of the total
cost of the Improvements.

2. The County Commissioners will, upon approval of the County Sanitary Engineer of all Improvements in the Subdivision, tentatively accept all Improvements.
3. The Developer shall be in default of the Performance Obligation if the construction or installation of any Improvement by the Developer is not completed within 1 years from the date of the execution of this agreement, as determined by the County Sanitary Engineer. The same shall apply whenever construction of the Improvements is not performed in accordance with the Warren County subdivision regulations.
4. The condition of the Performance Obligation shall be that whenever the Developer shall be declared by the County Commissioners to be in default, the Surety and the Developer shall, upon written notification of default by the County Commissioners to the Surety promptly make sufficient funds available to the County Commissioners to pay the cost of the completion of the construction of the uncompleted or unapproved Improvements in accordance with Warren County subdivision regulations, including any costs incurred by the County Commissioners which are incidental to the completion of the construction of the uncompleted or unapproved Improvements, including, but not limited to costs associated with publication of legal notices, preparation of such additional plans, specifications and drawings as may, in the judgment of the County Commissioners, be necessary, preparation of bid documents, etc., but not exceeding the amount set forth in Item 1 hereof. The Developer shall have the opportunity to respond in writing within two (2) weeks of receipt of notice of intent to find the Developer in default. In the case that the performance security given is in the form of a cashier's check or certified check provided directly to the County Commissioners, the County Commissioners may apply such funds as set forth herein upon notification of default to the Surety. The determination of the amount of funds to be disbursed by Surety to the County Commissioners as set forth in the aforesaid notification is final and binding upon the parties hereto. However, the foregoing shall not release Developer from any liability for any deficiency between the amount of funds disbursed and the actual costs incurred by the County Commissioners in the completion of the construction or installation of the uncompleted or unapproved Improvements and Developer expressly agrees to be liable to the County Commissioners for any such deficiency.
5. The County Commissioners, the Developer and Surety mutually agree that the Performance Obligation created herein shall continue until the completion of the installation of the Improvements in accordance with Warren County subdivision regulations and that upon the Improvements having been inspected and approved for one year maintenance, the Performance Obligation shall become null and void.
6. The Developer will provide **maintenance security** to the County Commissioners in the sum of \$9,975.20 to secure the performance of all maintenance upon the Improvements as determined to be necessary by the County Sanitary Engineer (hereinafter the Maintenance Obligation). In no event shall the sum provided for herein be less than ten percent (10%) of the estimated total cost of the Improvements as set forth above.

7. The Developer, upon being notified by the County Sanitary Engineer of the maintenance required upon the Improvements to bring the same into compliance with Warren County Subdivision regulations shall immediately undertake to perform and complete such required maintenance within the time set forth in the notice from the County Sanitary Engineer.
8. The Developer shall be in default of the Maintenance Obligation should the Developer fail to complete or cause to be undertaken and completed required maintenance upon the Improvements as set forth in Item 7 hereof.
9. The condition of the Maintenance Obligation shall be that whenever the Developer shall be declared by the County Commissioners to be in default, the Surety and the Developer shall, upon written notification of default by the County Commissioners to the Surety promptly make sufficient funds available to the County Commissioners to pay the cost of the required maintenance upon the Improvements, including any costs incurred by the County Commissioners which are incidental to the performance of such maintenance, including, but not limited to costs associated with the publication of legal notices, preparation of additional plans, specifications and drawings, as may, in the judgment of the County Commissioners, be necessary, preparation of bid documents, etc. but not exceeding the amount set forth in Item 6 hereof. The Developer shall have the opportunity to respond in writing within two (2) weeks of receipt of notice of intent to find the Developer in default. In the case that the maintenance security given is in the form of a cashier's check or certified check provided directly to the County Commissioners, the County Commissioners may apply such funds to the completion of the required maintenance upon the Improvements upon notification of default to the Surety. The determination of the amount of funds to be disbursed by Surety to the County Commissioners as set forth in the aforesaid notification is final and binding upon the parties hereto. However, the foregoing shall not release Developer from any liability for any deficiency between the amount of funds disbursed and the actual costs incurred by the County Commissioners in the performance of maintenance upon the Improvements and Developer expressly agrees to be liable to the County Commissioners for any such deficiency.
10. That upon expiration of the one year from the date of the tentative acceptance of the Improvements by the County Commissioners and upon satisfactory completion of any required maintenance upon the Improvements to bring the Improvements into compliance with Warren County subdivision regulations, the County Commissioners hereby agree to release the maintenance security and give final acceptance to the Improvements. The Developer shall request, in writing directed to the County Sanitary Engineer, a final inspection of the Improvements and the Developer shall be responsible for all maintenance as may be necessary and as may accrue from the commencement of the one year maintenance period and until such written request for inspection is delivered.
11. In the case of default pursuant to Items 3 and 4 or 8 and 9 hereof, Developer shall make available to the County Commissioners all plans, specifications and drawing relating to the Improvements and hereby directs all third parties, including engineers and consultants, who may possess such plans, specifications and drawings, or copies thereof, to provide the same

to the County Commissioners upon request and presentation of this security agreement or a copy thereof and agrees to hold such third parties harmless from the provision of such plan specifications and drawings pursuant to this item. Developer does hereby consent to the use of such plans, specifications and drawings by the County Commissioners to complete the construction of the uncompleted or unapproved Improvements or the performance of maintenance upon the same in the case of default pursuant to Items 3 and 4 or 8 and 9 hereof.

12. In the case of conflict between the provisions of this agreement and any other security agreement relating to the same Improvements, the provisions of this agreement shall take precedence.
13. Any notice, correspondence, inquiry or request for inspection permitted or required under this security agreement shall be given as follows:

A. To the County Commissioners:

Warren County Commissioners
Attn: County Administrator
406 Justice Drive
Lebanon, OH 45036
Ph. (513) 695-1250

B. To the County Sanitary Engineer:

Warren County Water & Sewer Department
Attn: Sanitary Engineer
406 Justice Drive
Lebanon, OH 45036
Ph. (513) 695-1380

C. To the Developer:

Grand Communities, LLC

Dave Stroup

3940 Olympic Boulevard, Suite 400

Erlanger, KY 41018

Ph. (859) 344 - 3131

D. To the Surety:

Berkley Insurance Company

412 M. Kemble Suite 310N

Morristown, NJ 07960

Ph. (515) 473 - 3402

All notices and requests for inspection, unless otherwise specifically provided herein, shall be by certified mail, return receipt requested and shall be complete upon mailing. **All parties are obligated to give notice of any change of address.**

14. The security to be provided herein shall be by:

_____ **Certified check or cashier's check** (attached) (**CHECK #** _____)

_____ **Original Letter of Credit** (attached) (**LETTER OF CREDIT #** _____)

_____ **Original Escrow Letter** (attached)

 X **Surety Bond** (this security agreement shall serve as the bond when signed by an authorized representative of a surety company authorized to do business within the State of Ohio with a **power of attorney attached** evidencing such authorized signature).

_____ **Surety obligation of national bank** (by signing this security agreement the authorized representative of the national bank undertaking this surety obligation does certify, for and on behalf of the undersigned national bank, that the bank has a segregated deposit sufficient in amount to the bank's total potential liability).

15. **The term "Surety" as used herein includes a bank, savings and loan or other financial institution where the security provided is a letter of credit, escrow letter or surety obligation of a national bank. The term "Surety" when referring to a bank, savings and loan or other financial institution is not intended to create obligations beyond those provided by Paragraphs 4 and/or 9 of this security agreement.**

16. **In the event that Surety shall fail to make funds available to the County Commissioners in accordance with Paragraphs 4 or 9, as applicable, within thirty (30) days after notification of default, then amounts due shall bear interest at eight per cent (8%) per annum.**

17. This Agreement shall not be assignable or transferrable by the Developer or Surety to any third party or parties without the express written consent of the County Commissioners. Developer and Surety waive any successor developer or successor surety claim or defense unless the County Commissioners have executed a written consent of assignment.
18. This Agreement shall be construed under the laws of the State of Ohio. The Developer and Surety hereby stipulate to the venue for any and all claims, disputes, interpretations and litigation of any kind arising out of this Agreement, being exclusively in the Warren County, Ohio Court of Common Pleas (unless both parties mutually agree in writing to attempt to resolve by alternate dispute resolution prior to litigation), and do further waive any right to bring or remove such claims, disputes, interpretation and litigation of any kind arising out of this Agreement, in or to any other state or a federal court.

IN EXECUTION WHEREOF, the Developer and the Surety have caused this security agreement to be executed on the date stated below.

DEVELOPER:

Pursuant to a resolution authorizing the undersigned to execute this agreement.

SIGNATURE: Todd E. Huss

PRINTED NAME: Todd E. Huss

TITLE: President

DATE: 7/13/20

SURETY:

Pursuant to an instrument authorizing the undersigned to execute this agreement.

SIGNATURE: Tiffany Gobicit

PRINTED NAME: TIFFANY GOBICIT

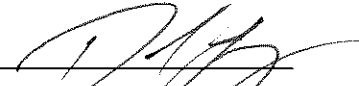
TITLE: ATTORNEY-IN-FACT

DATE: 7-9-20

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IN EXECUTION WHEREOF, the Warren County Board of County Commissioners have caused this security agreement to be executed by the President of the Board, on the date stated below, pursuant to Board Resolution Number 20-1094, dated 8/4/20.

**WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS**


SIGNATURE: _____ 

PRINTED NAME: David Young

TITLE: President

DATE: 8/4/20

RECOMMENDED BY:

By:  _____
SANITARY ENGINEER

APPROVED AS TO FORM:

By:  _____
COUNTY PROSECUTOR

Key:

1. Name of Developer
2. Name of Person, Firm, Entity, etc. who is providing the security whether that be a bank or other financial institution (in the case of a letter of credit or escrow letter) (Surety Company in the case of a bond) or the Developer itself (in the case of a certified check or cashier's check)
3. Name of subdivision with section number and phase number where applicable
4. Name of Township

Bond No. 0232830

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS, Grand Communities, LLC, 3940 Olympic Blvd., Suite 400, Erlanger, KY 41018 as Principal, and Berkley Insurance Company, a corporation organized under the laws of the Delaware with principal place at 475 Steamboat Road, Greenwich, CT 06830, as Surety, are held and firmly bound unto Warren County Commissioners, 406 Justice Drive, Lebanon, OH 45036 (hereinafter called Obligee) in the penal sum of Nine Thousand Nine Hundred Seventy Five and 20/100 Dollars, (\$ 9,975.20), for payment of which, well and truly to be made, we do hereby bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

DATED this 9th day of July, 2020.

WHEREAS, the said Principal has heretofore entered into a Subdividers Contract with the Obligee above named for certain physical improvements for

Water Main in Renaissance II Section 9 & 11 Subdivision

in City of Middletown, Warren County, Ohio

and

WHEREAS, the Principal submits that all work called for under the said Subdividers Contract has now been completed according to the approved plans and as a condition of acceptance of the physical improvements offers this bond to said Obligee;

NOW THEREFORE, THE CONDITION OF THE OBLIGATION IS SUCH, That is said Principal shall, for a period of One (1) year(s) from and after the 9th day of July, 2020, indemnify the Obligee against any loss or damage directly arising by reason of any defect in the material or workmanship which may be discovered within the period aforesaid, then this obligation shall be void; otherwise to be and remain in full force and virtue in law.

PROVIDED, HOWEVER, that in the event of any default on the part of said Principal, written statement of the particular facts showing such default and the date hereof shall be delivered facts showing such default and the date thereof shall be delivered to the Surety by certified mail, at its Home Office in 475 Steamboat Road, Greenwich, CT 06830 promptly an in any event within thirty (30) days after the Obligee or his representative shall learn of such default; and that no claim suit, or action by reason of any default of the Principal shall be brought hereunder after the expiration of thirty (30) days from the end of the maintenance period as herein set forth.

Grand Communities, LLC
A Kentucky Limited Liability Company

Principal


By: 
Todd E. Huss

President

Its: _____

Berkley Insurance Company

Surety

By: 
Tiffany Gobich

Its: _____
Attorney-in-Fact

POWER OF ATTORNEY
BERKLEY INSURANCE COMPANY
WILMINGTON, DELAWARE

NOTICE: The warning found elsewhere in this Power of Attorney affects the validity thereof. Please review carefully.

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: *Dan E. Ries; Susan A. Yeazell; Tiffany Gobich; or Anne Tierney of USI Insurance Services, LLC of Cincinnati, OH* its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed Fifty Million and 00/100 U.S. Dollars (U.S.\$50,000,000.00), to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

RESOLVED, that, with respect to the Surety business written by Berkley Surety, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 12 day of AUGUST, 2019.

Attest:

(Seal)

By Ira S. Lederman
Ira S. Lederman
Executive Vice President & Secretary

Berkley Insurance Company

By Jeffrey M. Hafter
Jeffrey M. Hafter
Senior Vice President

WARNING: THIS POWER INVALID IF NOT PRINTED ON BLUE "BERKLEY" SECURITY PAPER.

STATE OF CONNECTICUT)

) ss:

COUNTY OF FAIRFIELD)

Sworn to before me, a Notary Public in the State of Connecticut, this 12 day of AUGUST, 2019, by Ira S. Lederman and Jeffrey M. Hafter who are sworn to me to be the Executive Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

MARIA C RUNDRAKEN
NOTARY PUBLIC
CONNECTICUT
MY COMMISSION EXPIRES
APRIL 30, 2024

Maria C. Rundraken
Notary Public, State of Connecticut

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

Given under my hand and seal of the Company, this 9th day of July, 2020.

(Seal)

Vincent P. Forte
Vincent P. Forte

WARNING - Any unauthorized reproduction or alteration of this document is prohibited. This power of attorney is void unless seals are readable and the certification seal at the bottom is embossed. The background imprint, warning and verification instructions (on reverse) must be in blue ink.

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

Resolution

Number 20-1095

Adopted Date August 04, 2020

APPROVE SUPPLEMENTAL APPROPRIATION INTO RECORDER'S FUND #2216

BE IT RESOLVED, to approve the following supplemental appropriation:

\$25,000.00 into #22161160-5400 (purchased service)

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 4th day of August 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

tz/

cc: Auditor _____
Supplemental App. file
Recorder (file)

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

Resolution

Number 20-1096

Adopted Date August 04, 2020

APPROVE SUPPLEMENTAL APPROPRIATION INTO OHIOMEANSJOBS FUND #2258

BE IT RESOLVED, to approve the following supplemental appropriation:

\$20,000 into #22585800-5820 (Health and Life Insurance)

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 4th day of August 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor _____
Supplemental App. file
OhioMeansJobs (file)

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

Resolution

Number 20-1097

Adopted Date August 04, 2020

APPROVE APPROPRIATION ADJUSTMENT WITHIN THE BUILDING AND ZONING
DEPARTMENT FUND #11012300

BE IT RESOLVED, to approve the following appropriation adjustment:


\$740.00 from #11012300-5910 (Other Expense)
 into #11012300-5317 (Non Capital Purchase)

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 4th day of August 2020.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor _____
Appropriation Adjustment file
Building/Zoning (file)

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

Resolution

Number 20-1098

Adopted Date August 04, 2020

APPROVE APPROPRIATION ADJUSTMENT WITHIN GRANTS ADMINISTRATION
FUND #2251

BE IT RESOLVED, in order to process vouchers with the appropriate object code, it is necessary to approve the following appropriation adjustment:

\$40,000.00 from #22511111-5400 (Purchased Services)
into #22511111-5410 (BOCC Approved Contracts)

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 4th day of August 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/sm

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

Resolution

Number 20-1099

Adopted Date August 04, 2020

APPROVE A SUBDIVISION IMPROVEMENT PERFORMANCE SECURITY RELEASE WITH WATERCREST AT LANDEN, LLC, FOR INSTALLATION OF CERTAIN PRIVATE IMPROVEMENTS IN THE WATERCREST AT LANDEN SUBDIVISION, SECTION 1A AND 1B, SITUATED IN DEERFIELD TOWNSHIP

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

PERFORMANCE SECURITY AGREEMENT RELEASE


Bond Number	:	19-024 (W/S)
Development	:	Watercrest at Landen, Section 1A & 1B
Developer	:	Watercrest at Landen, LLC
Township	:	Deerfield
Amount	:	\$165,000.00
Surety Company	:	Certified Check – Central Bank #25179483

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-abstain
Mrs. Jones-yea
Mr. Grossmann-yea

Resolution adopted this 4th day of August 2020.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

caw

cc: Watercrest at Landen, LLC; ATTN: Greg Berling; 3333 Madison Pk Suite C; Ft. Wright, KY 41015
OMB – S. Spencer
Water/Sewer (file)
Bond Agreement file

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

Resolution

Number 20-1100

Adopted Date August 04, 2020

APPROVE AND ENTER INTO A CONTRACT WITH WARREN COUNTY TRANSIT ON BEHALF OF THE WARREN COUNTY DEPARTMENT OF HUMAN SERVICES

BE IT RESOLVED, to approve and enter into a Contract with Warren County Transit on behalf of Warren County Department of Human Services beginning July 1, 2020 and ending June 30, 2021; contract attached hereto and made a part hereof:

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

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

Resolution adopted this 4th day of August 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

**WARREN COUNTY JOB AND FAMILY SERVICES
DIVISION OF HUMAN SERVICES
TRANSPORTATION CONTRACT
WITH
THE WARREN COUNTY TRANSIT SERVICES**

This Vendor Contract is made and entered into this 4th day of August by the Warren County Board of County Commissioners on behalf of the Warren County Job and Family Services, Division of Human Services, hereafter known as "WCDJFS", with offices located at 416 South East Street and the Warren County Transit Services, hereafter known as "WCTS", with offices located at 406 Justice Drive, Lebanon, Ohio.

Pursuant to Title XX of the Social Security Act, Chapter 5101 of the Ohio Revised Code and rules promulgated by the Ohio Department of Job and Family Services (ODJFS), the County Department of Human Services is authorized to execute vendor agreements with a provider of transportation services that have followed procurement regulations to obtain that service for the County.

Each county department of human services is required to implement a "Community Non-Emergency Transportation (NET) Plan. It is a statewide program administered by the WCDJFS to provide transportation to and from medical providers who meet provider participation requirements in accordance with Chapter 5160-15 of the Administrative Code and who are providing Medicaid covered service(s) defined as reimbursable service(s) in accordance with Chapters 5160-1 of the Ohio Administrative Code. NET is the provision of transport that also requires the use of the most cost-effective mode(s) of transportation that addresses the consumer's medical condition and timeliness concerns and only to Medicaid covered services that are within the consumer's community as defined in Rule 5160-24-03 of the Administrative Code, unless specific service is not available within the community.

In accordance with Title IV-A, Federal regulations, State law and the Title IV-State plan, prepared under Section 5101.80 of the Ohio Revised Code and amendments to the plan, WCDJFS shall establish and administer a work activity program to include the activities established under Section 5107.50, 5107.52 and 5107.58 of the Ohio Revised Code, including unsubsidized employment activities, on-the-job training activities, community service activities, vocational educational training activities, jobs skill training and educational activities for minor heads of household and adults participating in Ohio Works First (OWF) Program. WCDJFS is required to provide support services necessary for the participants to attend the work activity assignment with needed services specified in the employability plan, including transportation to and from the required activity as well as transportation to get child/ren to and from day care as needed. WCDJFS provides free transit tickets to the participants for the required transportation purposes.

In accordance with 5101:4-3-32 of the Ohio Administrative Code WCDJFS is responsible for arranging or providing necessary supportive services for individuals receiving Food Assistance Benefits who are required to participate in the Food Assistance Employment and Training Program (FAET). WCDJFS will provide transportation services through Warren County Transit for those participants who are required to attend a work activity assignment under the FAET program.

In accordance with 5101:2-25-01 of the Ohio Administrative Code under Title XX WCDJFS can arrange for travel including travel costs of individuals in order to access services or obtain medical care or employment.

The following are the terms of this Contract:

1. **PURCHASE OF SERVICES:**

Subject to the terms and conditions set forth in this Contract and any attached exhibits (such exhibits are deemed to be part of this Contract as fully as is set forth herein), WCDJFS agrees to purchase from, and WCTS agrees to furnish to eligible individuals those specific services detailed in this Vendor Contract.

2. **CONTRACT PERIOD:**

This Contract shall be effective from **July 1, 2020 through and including June 30, 2021**, unless otherwise terminated.

3. **AVAILABILITY OF FUNDS:**

Payment for all services provided in accordance with the provisions of this Contract are contingent upon the availability and will not exceed the total of Local, State, and Federal matching funds as follows:

Federal (Title XX) funds	\$5,000
Temporary Assistance to Needy Families (TANF) Funds	\$5,000
Community Non-Emergency Transportation (NET) Funds	\$5,000
FAET Participation Allowance	\$2,000
TOTAL COST	\$17,000

Federal Title XX funds shall be available to counties at a rate between seventy-five (75) per cent and one hundred (100) per cent of the cost of the services.

Temporary Assistance to Needy Families (TANF) funds shall be used for Work Activity related transportation of OWF work activity required participants as transportation is a required support service (Ohio Revised Code 5107.66).

The Community Non-Emergency Transportation (NET) program is reimbursable to the county on a dollar per dollar funds used for that purpose.

The FAET Participant Allowance allocation reimburses the county for any participant expense including county contracts. Allowable participant expenses include transit tickets for FAET participants.

The total cost of this **Vendor Contract cannot exceed \$17,000 for the period of July 1, 2020 thru and including June 30, 2021.**

If funds are not allocated and/or available for the continuance of this Contract, this Contract can be terminated by WCDJFS at the end of the period for which funds are available. WCDJFS shall notify WCTS at the earliest possible time of the shortage of funds, with a termination or reduction of Services date. If funds are reallocated in lesser quantities than the initial allocation, WCDJFS may reduce the scope of services purchased and/or total Contract dollars. No penalty shall apply to Contractor in the event this provision is exercised and WCDJFS shall not be obligated nor liable for any future payments due.

4. **COST, DELIVERY AND DESCRIPTION OF PURCHASED SERVICES:**

Subject to limitations specified in Article 3 hereof, the amount to be paid for such purchased services will be based on the following criteria:

Reimbursement under this Contract will be by fixed unit rates:

<u>In-County:</u>	\$3.00 general public; in-county and Greater Dayton RTA South Hub (one way)
<u>Universal Transportation Systems Contracted NET Rides under Contract Resolution # 16-0929 -Moved to Warren County Transit:</u>	\$3.00 (one way)
<u>Middletown:</u>	\$3.00 Middletown Service (one way)

<u>Elderly and Disabled (E & D):</u>	\$1.50 Warren County and Greater Dayton RTA South Hub (one way). To be eligible for reduced fares, passengers must complete an E & D application and be eligible for NET.
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Any rate changes must be submitted by WCTS in writing to the WCDJFS who will amend the current Contract to reflect such changes.

Universal Transportation Systems, is the current designated service provider (by the Warren County Board of Commissioners) of the Warren County Transit System as contracted by the Warren County Board of Commissioners.

WCTS shall operate each week-day (Monday thru Friday) from 6 A.M. until 6:30 P.M. The WCTS is available to the general public during that time and the above quoted rates are the one (1) way fare charged any transit rider.

With at least forty-eight (48) hours notice, rides may be scheduled to and/or from any destination within Warren County and Middletown Service for a fee of \$3.00 per one way.

The fee for the elderly and disabled is \$1.50 for in-county and Greater Dayton RTA South Hub. There is no reduced fare for the elderly and disabled to Middletown. Again, this is with at least forty-eight (48) hour notice.

All trip requests will be scheduled based on availability.

If a personal care attendant (PCA) is required for a passenger for whom WCDJFS has approved transportation services, that PCA shall ride without paying a fare if he/she accompanies the passenger who needs the PCA to and from his/her destination. Whenever the ride is scheduled, either by WCDJFS or the consumer, Provider must be notified that a PCA will be accompanying the consumer.

The policies established by WCTS shall be observed by all WCDJFS consumers. WCTS is responsible for notifying WCDJFS of any changes in policies.

5. **PAYMENT FOR PURCHASED SERVICES:**

Service Provider shall, by the fifteenth (15th) working day of each month, submit an invoice to the WCDJFS for purchased services rendered to eligible individuals for the preceding calendar month. Tickets issued by WCDJFS shall bear a distinctive stamp and/or be a distinctive colored ticket to identify to which category/service they belong: Title XX, NET Transportation, FAET, or TANF Work Activity Tickets. The invoice shall state the number of tickets served in each category with a combined total number of tickets for the calendar month and total cost for those tickets. The collected tickets must be attached with the invoice. The WCDJFS will review such invoice for completeness and the required information. Should WCDJFS find any discrepancies in the ticket count, rate charges, mathematical errors, non-covered services or any questionable information, WCTS shall be contacted for assistance in any corrections that may be needed. A correct and final invoice will be submitted to Warren County Grants Administration to sign and submit back to WCDJFS for payment. WCDJFS shall make payment within thirty (30) days of receipt of a correct dated and signed invoice. The reported expenditures are subject to audit by appropriate Federal, State or Local officials or an independent audit.

6. **DUPLICATE BILLING:**

WCTS certifies that the services being purchased by WCDJFS are not available on a non-reimbursable basis. WCTS warrants that claims made to the WCDJFS for payment for purchases services shall be for actual services rendered to eligible individuals and do not duplicate claims made by Provider to other sources of funding for the same services. WCTS warrants that claims made to WCDJFS for payment for services provided shall be for actual services rendered the eligible individuals who are not eligible for payment from another source.

7. **FEES:**

WCTS understands that a consumer, for whom services are provided, may be required to pay a fee.

8. **ELIGIBILITY FOR SERVICES:**

WCDJFS shall determine eligibility for all customers for whom WCTS bills WCDJFS directly. Eligibility of individuals to receive purchased services shall be determined in accordance with the policy and procedures established by the Ohio Department of Job and Family Services in Section 5101:2-25-07 (2) (a); 5101:3; 5101:3-24-03; 5101.80, 5107.50, 5107.52 and 5107.58 of the Ohio Administrative Code and WCDJFS.

Nothing in this Contract shall be interpreted to prohibit concurrent use of multiple sources of public funds to serve participants as long as the funds from this Contract supplement and do not supplant existing services.

The "declaration" method of eligibility determination may be used by WCDJFS. The WCDJFS shall determine the eligibility for the Title XX, NET, FAET, and OWF customers. Tickets shall be provided to FAET participants for delivery of transportation services related to the Food Assistance Employment and Training Program and to OWF participants to attend the required work assignment, including transit tickets to get child/ren to and from day care as needed and to NET participants for transportation to and from eligible medical treatment as needed. Title XX for travel including travel costs of individuals in order to access services or obtain medical care or employment.

9. **REFERAL PROCEDURES:**

If an individual initially applies to WCTS, WCTS will inform them how to contact WCDJFS. WCTS shall not determine any eligibility and shall not bill WCDJFS for any customer trips not approved by WCDJFS or by Universal Transportation Systems under the contract they hold with Warren County Job and Family Services, Division of Human Services. Any recipient who WCDJFS has approved payment for transportation shall have the correct ticket with the required information on it.

10. **ELIGIBILITY DETERMINATION RECORDS:**

WCDJFS shall maintain all necessary documents which shall reflect that a proper eligibility determination was made for each and every eligible individual for the appropriate time period as detailed in the County Record Retention Rule.

11. **AVAILABILITY AND RETENTION OF RECORDS:**

WCTS shall maintain and preserve all financial service records related to this Contract, including any other documentation used in the administration of this program, in its possession for the appropriate time period as detailed in the County Record Retention Rules. WCTS will assure the maintenance of such records and other documentation in the possession of any third party performing work related to this Contract for a like period of time, unless otherwise directed by the WCDJFS.

If any litigation, claim, negotiation, audit, or other action involving the records is commenced before expiration of the County Record Retention Rules time period, WCTS shall retain the records until completion of the action and all appeals which arise from it.

12. **RESPONSIBILITY FOR AUDIT:**
If requested by the Director of the WCDJFS, WCTS shall be subject to an independent audit of the required records they must maintain and preserve. Copies of the audit must be made available to the WCDJFS.
13. **AUDIT EXCEPTIONS:**
WCTS agrees to accept responsibility for receiving, replying to and complying with any audit exceptions by appropriate State, Federal, or local audit directly related to the provisions of this Contract.
14. **OVERPAYMENT REFUND:**
WCTS agrees to repay WCDJFS the full amount of any overpayment received for duplicate billings, erroneous billings, or false or deceptive claims. When an overpayment is identified, the WCDJFS shall withhold the overpayment from monies due the WCTS. WCTS recognizes and agrees that the WCDJFS may withhold any money due and recover through appropriate method any money erroneously paid under this Contract if evidence exists of less than full compliance with this Contract.
15. **CONFIDENTIALITY OF INFORMATION:**
The parties agree that they shall not use any information, systems or records made available to either party for any purpose other than to fulfill the obligations specified herein. The parties agree to be bound to the same standards of confidentiality laws and regulations applicable to the programs under which this Contract is funded.
16. **CIVIL RIGHTS:**
WCDJFS and WCTS agree that as a condition of this Contract, there shall be no discrimination against any applicant, client or recipient because of race, color, sex, religion, national origin, physical limitations or any other factor as specified in Title IV of the Civil Rights Act of 1964, Rehabilitation Act of 1973 and subsequent amendments. It is further agreed that WCTS will comply with all appropriate Federal, State and Local laws regarding such discrimination. Any party failing to comply with this paragraph may be subject to investigation by the Office of Civil Rights of the Department of Health and Human Services and termination of Contract.
17. **TERMINATION:**
The Contract shall terminate immediately if WCTS fails to meet all licensing requirements imposed by law. This Contract may also be terminated on the basis of adverse findings in an audit required or permitted herein. Either party shall have the right to abandon or cancel this Contract at any time prior to the specific completion date by giving thirty (30) day written notice to the other party or if there a material breach of a term of the Contract which is not corrected within thirty (30) days. The Contract may also be terminated for lack of funding.
- In the event of termination, WCTS shall be entitled to compensation, upon the submission of proper invoice, for work performed prior to the notice of termination. The WCDJFS shall not be liable for any further claims.
18. **AMENDMENT OF CONTRACT:**
This Contract may be amended, as needed, at any time by a written amendment signed by all parties and approved by Resolution of the Warren County Board of Commissioners.

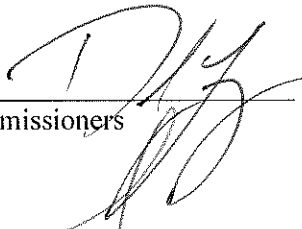
19. **PUBLICITY:**
In any publicity reference including media release, information pamphlets, etc., on the services provided under this Contract, it will be clearly stated that the project is in part funded under the State of Ohio's service programs through Federal and State reimbursement.
20. **INSURANCE:**
WCTS shall maintain verification that Service Provider maintain liability insurance in an amount not less than \$1,000,000 for this program. WCDJFS and Warren County Commissioners shall be named as additional insured. Any change or lapse in insurance coverage or named insured shall be reported to WCTS, WCDJFS and the Warren County Board of Commissioners prior to the effective date of such change. Such insurance shall be primary to any insurance coverage of WCDJFS or the Warren County Board of Commissioners.
21. **ACCESSIBILITY OF PROGRAM TO HANDICAPPED:**
WCTS agrees as a condition of the Contract to comply with Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), all requirements imposed by the allocable HHS regulations (45CFR 84) and all guideline and interpretations issued pursuant thereto. Any party failing to comply with this paragraph may be subject to investigation by the office of Civil Rights of the Department of Health and Human Services and Termination of this Contract.
22. **COMPLIANCE WITH LAW:**
WCTS shall abide by all policies promulgated by ODHS and WCDJFS, all applicable Federal, State and Local laws and regulations and all applicable guidelines of Federal, State and Local Auditors.
23. **ENTIRE CONTRACT:**
This Contract contains the entire Contract between the WCTS, WCDJFS and the Warren County Board of Commissioners with respect to the subject matter thereof, and superseded all prior written or oral agreements between the parties. No representation, promises, understanding or agreements, or otherwise, not herein contained shall be of any force or effect.
24. **CONSTRUCTION:**
Should any portion of the Contract be deemed unenforceable by any administrative or judicial officer or tribunal of competent jurisdiction, the balance of the Contract shall remain in full force and effect unless revised or terminated pursuant to any other section of this Contract.
25. **WAIVER:**
No waiver by either party of any breach of any provision of this Contract, whether by conduct or otherwise, in any one or more instances shall be deemed to be, or constructed as a further or continuing waiver of any such breach or as a waiver of any breach of any 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.
26. **GOVERNING LAW:**
This Contract shall be construed in accordance with, and the legal relations between the parties shall be governed by, the laws of the State of Ohio as applicable to contracts executed and fully performed in the State of Ohio.
27. **RELATIONSHIP OF THE PARTIES:**
Whether this Contract refers to WCTS, WCDJFS or the Warren County Board of Commissioners, this term shall include the agents, employees or authorized representatives of each party.

28. **WARRANTY:**
WCTS warrants that its services shall be performed and/or provided in a professional and work like Manner, in accordance with applicable professional standards.
29. **NOTICES:**
All notices required to be given herein shall be in writing and shall be sent to the following respective addresses:

TO: Warren County Job and Family Services, Division of Human Services
416 South East Street
Lebanon, Ohio 45036

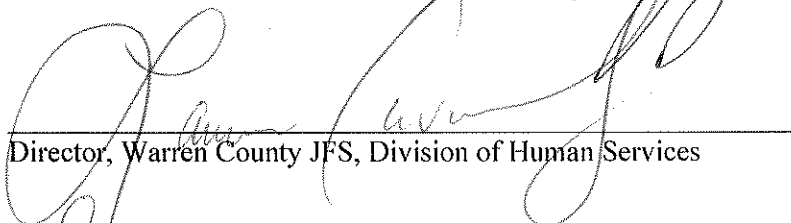
To: Warren County Transit Services
406 Justice Drive
Lebanon, Ohio 45036

**WARREN COUNTY JOB AND FAMILY SERVICES
DIVISION OF HUMAN SERVICES**



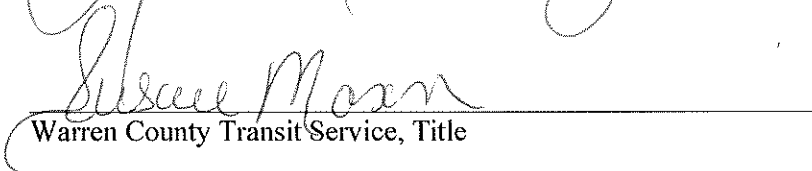
President, Warren County Board of Commissioners

8/4/20
Date



Director, Warren County JFS, Division of Human Services


7/21/2020
Date



Warren County Transit Service, Title

7-22-20
Date

Approved to Form:



Keith Anderson, Assistant Prosecutor

7-22-2020
Date

Resolution

Number 20-1101

Adopted Date August 04, 2020

APPROVE REQUISITIONS AND AUTHORIZE COUNTY ADMINISTRATOR TO SIGN DOCUMENTS RELATIVE THERETO

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

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 4th day of August 2020.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Commissioners file

Department	Vendor Name	Description	Amount
WAT	EARTH & PIPE CONTRACTING INC	SEW MAIN ST SEWER REPLACEMENT	82,560.00
ENG	CITY OF LEBANON	ENG. CVT-372 2020 CONCRETE AND	94,688.03
			Total Ordered
Change Order	Name		
Department			
FAC	GRANGER CONSTRUCTION CO	AMENDMENT #9 TO CONST. CONTRACT	14,297.45

8/4/2020

APPROVED:



Tiffany Zindel, County Administrator

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

Resolution

Number 20-1102

Adopted Date August 04, 2020

APPROVE APPROPRIATION ADJUSTMENTS WITHIN CERTIFICATE OF TITLE
ADMINISTRATION FUND #2250

BE IT RESOLVED, to approve the following appropriation adjustments:

\$ 3,188.23 from #22501260-5102 (Regular Salaries)
into #22501260-5881 (Sick Leave Payout)

\$ 3,929.01 from #22501260-5102 (Regular Salaries)
Into #22501260-5882 (Vacation Payout)

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

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

Resolution adopted this 4th day of August 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor _____
Appropriation Adjustment file
Clerk of Courts (file)

Resolution

Number 20-1103

Adopted Date August 4, 2020

APPROVE THE REVISED STAGE 2 PUD FOR ABERLIN SPRINGS IN UNION TOWNSHIP

WHEREAS, this Board met the 4th day of August 2020, to consider the Revised Stage 2 PUD for Aberlin Springs in Union Township; and

WHEREAS, this Board has considered the recommendation of the Regional Planning Commission Executive Committee and all those present to speak in favor of or in opposition to said application; and

NOW THEREFORE BE IT RESOLVED, to approve the Revised Stage 2 PUD for Aberlin Springs in Union Township, subject to the following conditions:

1. All plans and proposals of the applicant shall be made conditions of approval, unless modified by one of the following conditions.
2. The PUD Stage 3 Final Plan shall fully conform to all requirements presented in the Aberlin Springs PUD Standards document (attached), inclusive of Sections 1 through 10, and generally conform to the PUD Stage 2 Preliminary Site Plan.
3. Any changes to the development plan deemed necessary by the Warren County Subdivision Regulations shall be implemented on the approved copy of the preliminary plan (per S.R. Section 309) prior to submission of a final plat; such changes, so long as they comply with Stage 1 standards and generally conform to Stage 2 plans, shall not necessitate a revision to Stage 2.
4. Compliance with the standards and requirements of the Warren County Engineer's Office for thoroughfares and storm water management.
5. Compliance with the requirements of the Warren County Soil & Water Conservation District for an Erosion and Sediment Control Plan prior to earth moving activities.
6. All streams, inclusive of regulated streams as well as minor, unnamed, and otherwise unregulated streams, shall be protected to the satisfaction of the Warren County Soil & Water Conservation District.
7. The proposed wastewater treatment system shall be approved by the Ohio EPA prior to final plat.
8. Common amenities shall be open to the residents of the subdivision no later than the time when 40 percent of the proposed lots are platted.

RESOLUTION #20-1103
AUGUST 4, 2020
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9. Construction envelopes (areas to be disturbed by development activity) shall be shown at final plat.

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 a 4th day of August 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: RPC
RZC
Public Hearing File
Bayer Becker 6900 Tylersville Road, Suite A, Mason, Ohio 45040