

# Resolution

Number 21-0611

Adopted Date May 11, 2021

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

WHEREAS, Kendra Hall, Protective Services Caseworker II within the Warren County Department of Job and Family Services, Children Services Division, has successfully completed a 365-day probationary period, effective May 11, 2021; and

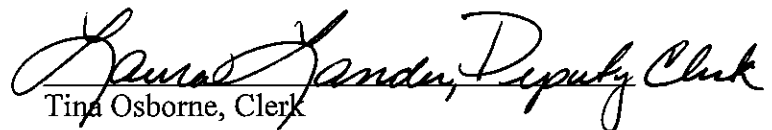
NOW THEREFORE BE IT RESOLVED, to approve Mrs. Hall's completion of 365-day probationary period and to approve a pay increase to end of probationary rate of \$19.42 per hour effective pay period beginning May 22, 2021.

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 11<sup>th</sup> day of May 2021.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

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

# Resolution

Number 21-0612

Adopted Date May 11, 2021

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

WHEREAS, Britney Wilmer, Protective Services Caseworker II within the Warren County Department of Job and Family Services, Children Services Division, has successfully completed a 365-day probationary period, effective May 4, 2021; and

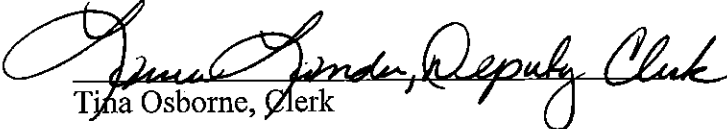
NOW THEREFORE BE IT RESOLVED, to approve Mrs. Wilmer's completion of 365-day probationary period and to approve a pay increase to end of probationary rate of \$19.42 per hour effective pay period beginning May 8, 2021.

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 11<sup>th</sup> day of May 2021.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

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

# Resolution

Number 21-0613

Adopted Date May 11, 2021

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

WHEREAS, Brook Irwin, Investigative Caseworker II within the Warren County Department of Job and Family Services, Children Services Division, has successfully completed a 365-day probationary period, effective May 4, 2021; and

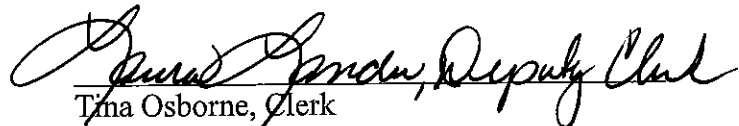
NOW THEREFORE BE IT RESOLVED, to approve Mrs. Irwin's completion of 365-day probationary period and to approve a pay increase to end of probationary rate of \$19.42 per hour effective pay period beginning May 8, 2021.

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 11<sup>th</sup> day of May 2021.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

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

# Resolution

Number 21-0614

Adopted Date May 11, 2021

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

WHEREAS, Michael Gladwell, Building and Electrical Inspector I within the Warren County Building and Zoning Department, has successfully completed a 365-day probationary period, effective May 11, 2021; and

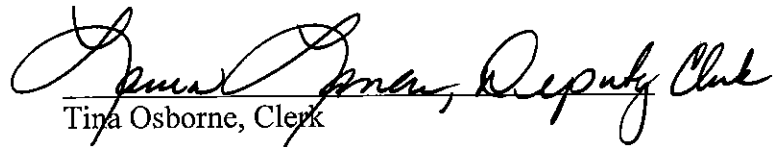
NOW THEREFORE BE IT RESOLVED, to approve Mr. Gladwell's completion of 365-day probationary period and to approve a pay increase to end of probationary rate of \$23.69 per hour effective pay period beginning May 22, 2021.

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 11<sup>th</sup> day of May 2021.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Building/Zoning (file)  
M. Gladwell's Personnel File  
OMB – Sue Spencer

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

# Resolution

Number 21-0615

Adopted Date May 11, 2021

CANCEL REGULARLY SCHEDULED COMMISSIONERS' MEETING OF THURSDAY  
MAY 13, 2021

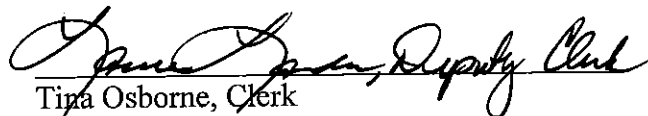
BE IT RESOLVED, to cancel the regularly scheduled Commissioners' Meeting of Thursday, May 13, 2021.

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 11<sup>th</sup> day of May 2021.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

/tao

cc: Auditor   
Commissioners file  
Press

# Resolution

Number 21-0616

Adopted Date May 11, 2021

## ENTER INTO CONTRACT WITH THE LAKE ERIE CONSTRUCTION COMPANY FOR THE GUARDRAIL REPLACEMENT FY21 PROJECT

WHEREAS, pursuant to Resolution #21-0559, adopted April 27, 2021, this Board approved a Notice of Intent to Award Contract for the Guardrail Replacement FY21 Project to Lake Erie Construction Company for a total contract price of \$225,720.00; and

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

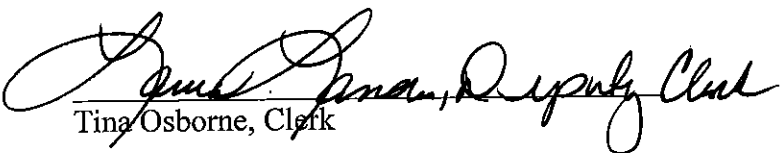
NOW THEREFORE BE IT RESOLVED, to enter into contract with Lake Erie Construction Company, for said project, for a total contract price of \$225,720.00; as attached hereto and made a part hereof.

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 11<sup>th</sup> day of May 2021.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

LLAB

cc: c/a—Lake Erie Construction Company  
Engineer (file)  
OMB Bid file

## CONTRACT

**THIS AGREEMENT**, made this 11 day of May, 2021, with the Warren County Board of Commissioners, 406 Justice Drive, Lebanon, Ohio hereinafter called "Owner" and **LAKE ERIE CONSTRUCTION CO.**, 25 South Norwalk Road Norwalk, Ohio doing business 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:

### **Guardrail Replacement FY21 PROJECT**

hereinafter called the project, for the sum of **\$225,720.00, (Two Hundred Twenty Five Thousand Seven Hundred Twenty Dollars)**, and all work in connection therewith, under the terms as stated in the Conditions of the Contract; and as his/her (its or their) own proper cost and expense furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, Conditions of the Contract, the Specifications and Contract Documents. "Contract Documents" means and includes the following:

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

The CONTRACTOR hereby agrees to commence work under this contract on or before a date to be specified in a Written "Notice to Proceed" of the OWNER, and to fully complete the project by November 1, 2021. The Contractor further agrees to pay, as liquidated damages, the sum of \$400.00 for each consecutive calendar day thereafter.

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

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

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

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

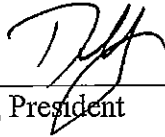
The OWNER agrees to pay the CONTRACTOR in the manner and at such times as set forth in the General Provisions such amounts as required by the Contract Documents.


This 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

  
\_\_\_\_\_  
Tom Grossman, Vice- President

\_\_\_\_\_  
Shannon Jones

**Lake Erie Construction Co.**  
(Contractor)

By:

  
\_\_\_\_\_  
Name and Title

David P. Bleile, President

ATTEST:

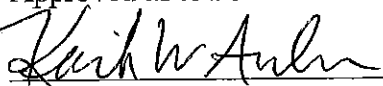
  
\_\_\_\_\_  
Name

Laura Handler

(Seal)

ATTEST:

Approved as to Form:

  
\_\_\_\_\_  
Assistant Prosecutor



# Resolution

Number 21-0617

Adopted Date May 11, 2021

ENTER INTO AN ENGINEERING SERVICES CONTRACT WITH RIBWAY  
ENGINEERING GROUP, INC. ON BEHALF OF THE WARREN COUNTY ENGINEER


BE IT RESOLVED, to enter into an engineering service contract with Ribway Engineering Group, Inc. 300 East Broad Street, Suite 500, Columbus, OH 43215 for engineering services for the Grog Run Road Bridge #147-0.47 Rehabilitation Project 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 11<sup>th</sup> day of May 2021.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: c/a—Ribway Engineering Group, Inc.  
Engineer (file)

**ENGINEERING SERVICES CONTRACT  
FOR  
GROG RUN ROAD BRIDGE #147-0.47 REHABILITATION PROJECT**

THIS IS AN AGREEMENT made as of the date stated below, between The Warren County Board of County Commissioners, 406 Justice Drive, Lebanon, Ohio 45036 hereinafter referred to as the "OWNER," on behalf of the Warren County Engineer, hereinafter referred to as the "COUNTY ENGINEER" and Ribway Engineering Group, Inc., 300 E. Broad Street, Suite 500, Columbus, Ohio 43215, a corporation organized, duly licensed and existing under the laws of the State of Ohio for the practice of engineering, hereinafter referred to as the "ENGINEER."

COUNTY ENGINEER intends to rehabilitate Grog Run Road Bridge #147-0.47 over Grog Run by replacing the existing superstructure and improving the roadway approaches at the bridge, hereinafter referred to as the "PROJECT."

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

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

**SECTION 1 - BASIC SERVICES OF ENGINEER**

**1.1 General**

- 1.1.1 ENGINEER shall perform professional services as hereinafter stated, which include customary civil, structural, and customary surveying services incidental thereto.
- 1.1.2 ENGINEER shall provide Construction Contract Plans to rehabilitate Grog Run Road Bridge #147-0.47 in order to improve the safety of the bridge and roadway.
- 1.1.3 ENGINEER shall provide any additional Professional Surveying Services necessary to complete the road design.
- 1.1.4 ENGINEER shall perform Professional Surveying Services necessary to provide legal descriptions for any temporary and/or permanent easements.
- 1.1.5 ENGINEER shall prepare plans and perform tasks for the PROJECT in accordance with the scope of services and the ENGINEER'S fee proposal (letter dated April 16, 2021) each of which is attached and made a part of this contract and identified as Exhibit 1 and Exhibit 2 respectfully, hereinafter referred to as "Basic Services."

**1.2 Preliminary Design Phase**

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

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

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

### **1.3 Final Design Phase**

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

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

### **SECTION 2 - ADDITIONAL SERVICES OF ENGINEER**

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

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

**2.2 Resident Services During Construction.**

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

limitations of authority of such other person and the effect thereof on the duties and responsibilities of ENGINEER under this Agreement will be set forth in an Exhibit that is to be identified, attached to and made a part of this Agreement before such services begin.

### **SECTION 3 - COUNTY ENGINEER'S RESPONSIBILITIES**

COUNTY ENGINEER shall:

- 3.1 Provide all criteria and full information as to COUNTY ENGINEER'S requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations.
- 3.2 Assist ENGINEER by placing at his/her disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project.
- 3.3 Furnish ENGINEER, as required for performance of ENGINEER's Basic Services, data prepared by or services of others, including without limitation laboratory tests and inspections of samples, materials and equipment; appropriate professional interpretations of all of the foregoing; property, boundary, easement, right-of-way, topographic and utility surveys; property descriptions; zoning, deed and other land use restriction; and other special data or consultations not covered in Section 2; all of which ENGINEER may rely upon in performing his/her services.
- 3.4 Arrange for access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform his/her services.
- 3.5 Examine all studies, reports, sketches, Drawings, Specifications, proposals and other documents presented by ENGINEER, obtain advice of an attorney, insurance counselor and other consultants as OWNER and COUNTY ENGINEER deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of ENGINEER.
- 3.6 Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.
- 3.7 Provide such accounting, independent cost estimating and insurance counseling services as may be required for the Project, such legal services as may be required for the Project, such legal services as OWNER and COUNTY ENGINEER may require or ENGINEER may reasonably request with regard to legal issues pertaining to the Project including any that may be raised by Contractor(s), such auditing service as OWNER and COUNTY ENGINEER may require to ascertain how or for what purpose any Contractor(s) are complying with any law, rule or regulation applicable to their performance of the work.
- 3.8 Designate in writing the person or persons to act as COUNTY ENGINEER's representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define the COUNTY ENGINEER's policies and decisions with respect to materials, equipment, elements and systems pertinent to ENGINEER's services.
- 3.9 Give prompt written notice to ENGINEER whenever COUNTY ENGINEER observes or otherwise becomes aware of any development that affects the scope or timing of ENGINEER's services, or any defect in the work of the Contractor(s).
- 3.10 Furnish, or direct ENGINEER to provide, upon approval of OWNER, necessary Additional Services as stipulated in Section 2 of this Agreement or other services as required.
- 3.11 Bear all costs incident to compliance with the requirements of this Section 3.

## **SECTION 4 - PERIOD OF SERVICE**

- 4.1 The provisions of this Section 4 and the various rates of compensation for ENGINEER's services provided for elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion of the Final Design Phase. ENGINEER's obligation to render services hereunder will extend for a period which may reasonably be required for the Preliminary Design Phase and Final Design Phase of the Project including extra work and required extensions thereto.
- 4.2 Upon written authorization from COUNTY ENGINEER, ENGINEER shall proceed with the performance of the services called for in the Preliminary Design Phase, and shall submit preliminary design documents and a revised opinion of probable Project Cost to the County Engineer.
- 4.3 After acceptance by COUNTY ENGINEER of the Preliminary Design Phase documents and opinion of probable Project Cost, indicating any specific modifications or changes in the extent of the Project desired by COUNTY ENGINEER, ENGINEER shall proceed with the performance of the services called for in the Final Design Phase and shall deliver Contract Construction Drawings and a revised opinion of probable Project Cost for all work of Contractor(s) on the Project within the stipulated period indicated in Section 7 - "Special Provisions, Exhibits and Schedules."
- 4.4 ENGINEER's services under the Preliminary Design Phase and Final Design Phase shall each be considered complete at the earlier of (1) the date when the submissions for that phase have been accepted by COUNTY ENGINEER or (2) thirty days after the date when such submissions are delivered to COUNTY ENGINEER for final acceptance, plus such additional time as may be considered reasonable for obtaining approval of governmental authorities having jurisdiction over design criteria applicable to the Project, unless within such period COUNTY ENGINEER gives notice to ENGINEER that the COUNTY ENGINEER does not accept the submission for such phase along with the reasons for such non-acceptance. In such case, services for such phase shall not be complete until the date COUNTY ENGINEER accepts the submissions for such phase.
- 4.5 ENGINEER'S services to be rendered thereunto shall be considered complete upon acceptance by COUNTY ENGINEER of the ENGINEER's Drawings, Specifications and other Final Design Phase documentation including the most recent opinion of probable Project Cost.
- 4.6 If COUNTY ENGINEER has requested significant modifications or changes in the extent of the Project, the time of performance of ENGINEER's services and his/her various rates of compensation shall be adjusted appropriately upon approval of OWNER.
- 4.7 If ENGINEER's services for design of the Project are delayed or suspended in whole or in part by COUNTY ENGINEER for more than three months for reasons beyond ENGINEER's control, ENGINEER shall on written demand to COUNTY ENGINEER (but without termination of this Agreement) be paid as provided in paragraph 5.3.2. If such delay or suspension extends for more than one year for reasons beyond ENGINEER's control, or if ENGINEER for any reason is required to render services more than one year after Substantial Completion, the various rates of compensation provided for elsewhere in this Agreement shall be subject to renegotiation.

## **SECTION 5 - PAYMENTS TO ENGINEER**

### **5.1 Methods of Payment for Services and Expenses of ENGINEER**

- 5.1.1 For Basic Services. OWNER shall pay ENGINEER for Basic Services rendered under Section 1 as follows:

5.1.1.1 The ENGINEER agrees to provide the Basic Services for Project set forth in Section 1 hereof to the COUNTY ENGINEER for the rehabilitation of Grog Run Road Bridge #147-0.47 over Grog Run, for a base fee of \$60,023.00 and a not-to-exceed fee of \$2,100 for additional contract services, only if authorized pursuant to Section 2 of this agreement, for a total not-to-exceed fee of \$62,123.00.

5.1.1.2 For Additional Services. OWNER shall pay ENGINEER for Additional Services rendered under Section 2 as set forth in an Exhibit, which is to be identified, attached to and made a part of this Agreement before such services begin.

## **5.2 Times of Payments.**

5.2.1 Engineer shall submit monthly statements for Basic and Additional Services rendered. The statements will be based upon ENGINEER's estimate of the proportion of the total services actually completed at the time of billing. OWNER shall make prompt monthly payments in response to ENGINEER'S monthly statements, EXCEPT as provided in Section 5.2.2.

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

## **5.3 Other Provisions Concerning Payments.**

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

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

5.3.3 Records of ENGINEER'S Salary Costs pertinent to ENGINEER'S compensation under this Agreement will be kept in accordance with generally accepted accounting practices. Copies will be made available to OWNER and COUNTY ENGINEER upon request prior to final payment for ENGINEER'S services.

## **5.4 Definitions**

5.4.1 The Payroll Costs used as a basis for payment mean salaries and wages (basic and incentive) paid to all personnel engaged directly on the Project, including, but not limited to the following; engineers, architects, surveyors, designers, draftsmen, specification writers, estimators, all other technical personnel, stenographers, typists and clerks; plus the cost of customary and statutory benefits including, but not limited to, social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, sick leave, vacation and holiday pay applicable thereto.

## **SECTION 6 - GENERAL CONSIDERATIONS**

### **6.1 Termination.**

The obligation to provide services under this Agreement may be terminated by OWNER for convenience upon seven days' written notice by certified mail, return receipt requested, and by either party upon seven days' written notice by certified mail, return receipt requested, in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

## **6.2 Reuse of Documents.**

All documents including reports and maps prepared by Engineer pursuant to this Agreement are instruments of service as part of the Project. They are not intended or represented to be suitable for reuse by COUNTY ENGINEER or others on extensions of the Project or any other project. Any reuse without written verification or adaptation by ENGINEER for the specific purpose intended will be at OWNER or COUNTY ENGINEER's risk and without liability or legal exposure to ENGINEER. Any verification or adaptation requested by OWNER or COUNTY ENGINEER to be performed by ENGINEER will entitle ENGINEER to further compensation at rates to be agreed upon by OWNER, COUNTY ENGINEER and ENGINEER.

## **6.3 Controlling Law and Venue**

This Agreement is to be governed by the law of the State of Ohio. The venue for any disputes hereunder shall be Warren County, Ohio Court of Common Pleas. No party shall initiate or attempt to remove any litigation arising out of this Agreement in any other state or federal court.

## **6.4 Successors and Assigns.**

6.4.1 OWNER, COUNTY ENGINEER and ENGINEER each binds himself/herself and his/her partners, successors, executors, administrators, assigns and legal representatives to the other party, to this Agreement and to the partners, successors, executors, administrators, assigns and legal representatives of such other party, in respect to all covenants, agreements and obligations of this Agreement.

6.4.2 Neither OWNER nor ENGINEER nor COUNTY ENGINEER shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except as stated in paragraph 6.4.1 and except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent ENGINEER from employing such independent consultants, associates and subcontractors, as he/she may deem appropriate to assist him/her in the performance of services hereunder.

6.4.3 Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than OWNER and ENGINEER.

## **6.5 Modification or Amendment**

No modification or amendment of any provisions of this Contract shall be effective unless made by a written instrument, duly executed by the party to be bound thereby, which refers specifically to this Contract and states that an amendment or modification is being made in the respects as set forth in such amendment.

## **6.6 Construction**

Should any portion of this Contract be deemed unenforceable by any administrative or judicial officer or tribunal of competent jurisdiction, the balance of this Contract shall remain in full force and effect unless revised or terminated pursuant to any other section of this Contract.

## **6.7 Waiver**

No waiver by either party of any breach of any provision of this Contract shall be deemed to be a further or continuing waiver of any breach of any other provision of this Contract. The failure of either party at any time or times to require performance of any provision of this Contract shall in no manner affect such party's right to enforce the same at a later time.



## 6.8 Relationship of Parties

The parties shall be independent contractors to each other in connection with the performance of their respective obligations under this Contract.

## 6.9 Parties

Whenever the terms "OWNER," "COUNTY ENGINEER" or "ENGINEER" are used herein, these terms shall include without exception the employees, agents, successors, assigns, and/or authorized representatives of OWNER, COUNTY ENGINEER and ENGINEER.

## 6.10 Headings

Paragraph headings in this Contract are for the purposes of convenience and identification and shall not be used to interpret or construe this Contract.

## 6.11 Notices

All notices required to be given herein shall be in writing and shall be sent certified mail return receipt to the following respective addresses:

TO: Warren County Commissioners Attn: Tiffany Zindel, County Administrator 406 Justice Drive Lebanon, Ohio 45036 Ph. 513-695-1250	Warren County Engineer's Office Attn: Neil F. Tunison, County Engineer 210 W Main Street Lebanon, Ohio 45036 Ph. 513-695-3301
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Ribway Engineering Group, Inc.  
Attn: Andrew Eribo, P.E.  
300 E. Broad Street, Suite 500  
Columbus, Ohio 43215  
Ph. 614-221-6009

## 6.12 Insurance

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

## **SECTION 7 - SPECIAL PROVISIONS, EXHIBITS and SCHEDULES**

### **7.1 This Agreement is subject to the following special provisions:**

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

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

Exhibit 1 and Exhibit 2

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

## **SECTION 8 – ENTIRE AGREEMENT**

This Agreement (consisting of pages 1 to 10 inclusive), together with the Exhibits and schedules identified above constitute the entire agreement between OWNER and ENGINEER and supersede all prior written or oral understandings. This Agreement and said Exhibits and schedules may only be amended, supplemented, modified or canceled by a duly executed written instrument signed by all parties.

## **SECTION 9 – INDEMNIFICATION**

ENGINEER will defend, indemnify, protect, and save OWNER and COUNTY ENGINEER from any and all kinds of loss, claims, expenses, causes of action, costs, damages, and other obligations, financial or otherwise, arising from (a) negligent, reckless, or willful and wanton acts, errors or omissions by ENGINEER, its agents, employees, licensees, contractors or subcontractors; (b) the failure of ENGINEER, its agents, employees, licensees, contractors, or subcontractors to observe the applicable standard of care in providing services pursuant to this Contract; and (c) the intentional misconduct of ENGINEER, its agents, employees, licensees, contractor or subcontractors that result in injury to persons or damage to property.

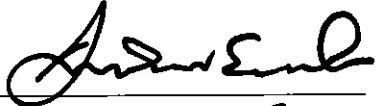
[continued on next page]

**SECTION 10 – EXECUTION**

**ENGINEER:**

IN EXECUTION WHEREOF, Ribway Engineering Group, Inc. has caused this Agreement to be executed on the date stated below by Andrew Erbo, its PRESIDENT, pursuant to a corporate Resolution authorizing such act.


**RIBWAY ENGINEERING GROUP, INC.**

SIGNATURE:   
PRINTED NAME: Andrew Erbo  
TITLE: PRESIDENT  
DATE: 8/29/21

**OWNER:**

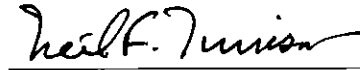
IN EXECUTION WHEREOF, upon written recommendation of the Warren County Engineer, the Warren County Board of County Commissioners has caused this Agreement to be executed by the ~~County Administrator, Tiffany Zindel~~, on the date stated below, pursuant to Resolution No. 21-0417 dated 5/11/21, David G Young, President

**WARREN COUNTY  
BOARD OF COUNTY COMMISSIONERS**

SIGNATURE:   
PRINTED NAME: David G Young  
TITLE: President  
DATE: 5/11/21


**RECOMMENDED BY:**

**NEIL F. TUNISON, P.E., P.S.  
WARREN COUNTY ENGINEER**

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

**APPROVED AS TO FORM:**

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

By:   
Assistant Prosecuting Attorney Adm Nice  
Date: 5/3/21

**EXHIBIT 1**

**WARREN COUNTY ENGINEER'S**  
**SCOPE OF SERVICES**

**1. PROJECT IDENTIFICATION**

**Project Name:** Grog Road Bridge #147-0.47 Rehabilitation Project

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

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

**2. PROJECT LIMITS**

**Length Approximately:** Grog Run Road Bridge #147-0.47 – extending approximately 100 to 200 feet on each bridge approach or as recommended by Consultant

**Additional Information:** N/A

**3. AGREEMENT BETWEEN PROFESSIONAL ENGINEER AND**

State \_\_\_\_\_ County X City \_\_\_\_\_ Other \_\_\_\_\_

**4. METHOD OF FINANCING**

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

**Engineering:** Warren County Engineer's Office

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

**5. WORK PHASES INCLUDED IN AGREEMENT**

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

Phase B – Final Design

**6. PLAN SCALES**

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

**7. JOURNALIZED SPEED LIMIT**

Road Name: Grog Run Road - 40 MPH

**8. TYPICAL SECTIONS/NUMBER OF LANES**

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

Number of lanes 2 lanes width of lanes 10 feet

N/A inches of Item 304

8" inches of Item 301 PG64-22

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

Underdrains: YES \_\_\_\_\_ NO X Consultant to Recommend \_\_\_\_\_

Curbs: YES \_\_\_\_\_ NO X

Shoulders/Berms: YES X NO \_\_\_\_\_ Consultant to Recommend \_\_\_\_\_

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

Median: YES \_\_\_\_\_ NO X Consultant to Recommend \_\_\_\_\_

Guardrail: YES X NO \_\_\_\_\_ Type 5 Anchor Type E or recommend, Type T at drive locations

Clear Zone Grading: YES \_\_\_\_\_ X NO \_\_\_\_\_

Fencing: YES \_\_\_\_\_ NO X

Lighting: YES \_\_\_\_\_ NO X Consultant to Recommend \_\_\_\_\_

**9. ALIGNMENT**

The existing alignment of Grog Run Road shall be maintained.

**10. PROFILE**

Modify profile as needed based on the new superstructure.

11. SIGNING: YES X (possible) NO \_\_\_\_\_

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

12. SIGNALS: YES \_\_\_\_\_ NO X

Warrants: YES \_\_\_\_\_ NO X

13. STRIPING: YES  NO

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

14. DELINEATION

Delineators: YES  NO

RPMs: YES  NO

15. DRAINAGE/ENVIRONMENTAL

Roadway Drainage Criteria: Hydraulic Analysis per Warren County Stormwater Regulations

Existing: Surface  Closed

Proposed: Surface  Closed

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

Storm Water Pollution Prevention Plan: YES

NO  (less than 1 acre disturbed)

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

Channel Change Study Required: YES  NO

Flood Hazard Evaluation: YES  NO

Risk Analysis: YES  NO

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

If Authorized Tasks: \_\_\_\_\_

16. BRIDGE CROSSINGS

Number of Bridges: (1) Grog Run Road over Grog Run, Bridge #147-0.47

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

Loading: HL93

Bridge Width (face to face of rails): 28' existing - 28' to 30' proposed (Consultant to evaluate)

Bridge Rail: YES  NO  Type DBR

Interchanges: None

Cross Roads: None

Streams: Grog Run

Culverts: YES  NO

Remarks: \_\_\_\_\_

Alternates Required: YES \_\_\_\_\_ NO \_\_\_\_\_ X \_\_\_\_\_

Railroads: None \_\_\_\_\_

Railroad Location Plan: YES \_\_\_\_\_ NO \_\_\_\_\_ X \_\_\_\_\_

Pedestrian: None \_\_\_\_\_

Mass Transit: None \_\_\_\_\_

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

17. Bikeways: YES \_\_\_\_\_ NO \_\_\_\_\_ X \_\_\_\_\_

Railroads: YES \_\_\_\_\_ NO \_\_\_\_\_ X \_\_\_\_\_

Mass Transit: YES \_\_\_\_\_ NO \_\_\_\_\_ X \_\_\_\_\_

Service Roads: YES \_\_\_\_\_ NO \_\_\_\_\_ X \_\_\_\_\_

**18. RETAINING/NOISE WALLS:**

Number of Retaining Walls: Unknown at this time

Type of Retaining Walls: \_\_\_\_\_ Consultant to Recommend X \_\_\_\_\_

Noise Walls: YES \_\_\_\_\_ NO \_\_\_\_\_ X \_\_\_\_\_

**19. MAINTENANCE OF TRAFFIC**

Maintenance of Traffic: Full closure of Grog Run Road shall be allowed.

Maintenance of Pedestrian Traffic: YES \_\_\_\_\_ NO \_\_\_\_\_ X \_\_\_\_\_

Maintenance of Railroad Traffic: YES \_\_\_\_\_ NO \_\_\_\_\_ X \_\_\_\_\_

Detour Plan: YES X \_\_\_\_\_ NO \_\_\_\_\_

Remarks: The posted detour for the bridge closure shall utilize Murdock-Goshen Road, Dallasburg Road, and O'Bannonville Road.

**20. DESIGN EXCEPTIONS**

Professional Engineer must identify all design exceptions per ODOT's L&D Manual, Volume 1 and provide reasoning why the design is deviating from meeting the controlling criteria. A formal design exception request to ODOT District 8 is not required for this project.



**21. UTILITIES:**

**Electric:** Duke Energy

**Communication:** Cincinnati Bell

**Cable:** Spectrum

**Water:** Western Water Co.

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

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

**22. ESTIMATED QUANTITIES:** YES \_\_\_\_\_ X \_\_\_\_\_ NO \_\_\_\_\_

Quantity Splits: YES \_\_\_\_\_ NO \_\_\_\_\_ X \_\_\_\_\_

**23. CONSTRUCTION COST ESTIMATE:** YES \_\_\_\_\_ X \_\_\_\_\_ NO \_\_\_\_\_

**24. EXTENT OF FIELD SURVEYS:** (1) Provide ex. R/W, proposed R/W & temp. R/W staking to establish the R/W and to aid in R/W acquisition. (provide "Not to Exceed" unit price per parcel – if authorized) (2) Professional Engineer shall provide in proposal a "Not to Exceed" unit price for a Dedication Plat and a Survey Record including setting new Property Corners and Monuments in case the right-of-way is acquired in fee simple. (provide unit price per parcel – if authorized) (3) The Warren County Engineer prefers to acquire permanent R/W by perpetual easement, unless requested otherwise

by the property owner. If permanent R/W is acquired by perpetual easement the work described in Item (2) will not be required. (4) Depict all trees and large bushes on the plans individually.

Professional Engineer

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

**25. RIGHT-OF-WAY AND EASEMENTS:**

Professional Engineer

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

Exhibits for each Legal Description (X) Drawings of R/W area on 8 1/2" x 11" paper  
(Provide "Not to Exceed unit price per exhibit")

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

Approximate Number of Property Owners \_\_\_\_\_ 0-2 \_\_\_\_\_

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

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

**26. TRAFFIC DATA:**

State \_\_\_\_\_ County \_\_\_\_\_ X \_\_\_\_\_ Professional Engineer \_\_\_\_\_

**Remarks:** This section of Grog Run Road has an ADT of approximately 300 vpd.

**27. GEOTECHNICAL/SUBSURFACE INVESTIGATION:**

State \_\_\_\_\_ County \_\_\_\_\_ Professional Engineer \_\_\_\_\_ Other \_\_\_\_\_

**Remarks:** Not required since utilizing existing concrete abutments.

**28. PRIOR STUDIES:**

\_\_\_\_\_ None \_\_\_\_\_

**29. PUBLIC HEARINGS/INFORMATIONAL MEETINGS:**

Type of Hearing Required: N/A

Professional Engineer's Responsibility: N/A

Exhibits: N/A \_\_\_\_\_

30. Engineering Agreement will be an itemized contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

Professional Engineer Name: Ribway Engineering Group, Inc.  
Address: 300 E. Broad Street, Suite 500  
Columbus, Ohio 43215  
Phone: (614) 221-6009

**EXHIBIT 2**

Ribway ENGINEERING GROUP, INC.

ENGINEERING, PLANNING &  
CONSTRUCTION MANAGEMENT SERVICES

300 EAST BROAD STREET  
SUITE 500  
COLUMBUS, OHIO 43215-3283  
PHONE 614-221-6009  
FAX 614-221-9089



April 16, 2021

Mr. Roy G. Henson, P.E., P.S.  
Bridge Engineer  
Warren County Engineer's Office  
210 W. Main St.  
Lebanon, OH 45036

Re: Grog Run Road Bridge Superstructure Replacement over Grog Run  
Cost Proposal for Design Engineering Services

Dear Mr. Henson,

Ribway Engineering Group, Inc. (Ribway) is pleased to submit this cost proposal to develop construction plans for the replacement of the superstructure of the Grog Run Bridge over Grog Run. The cost proposal is based on the Scope of Services attached, information gathered from the site visit with you, and the anticipated construction plan sheets. The Not-To-Exceed Fee for Design Services is \$60,023.00. We have also included "If Authorized" costs for the right-of-way as discussed. The Not-To-Exceed Fee for "If Authorized" right-of-way services is \$2,100.00.

Please feel free to discuss any comments you have regarding the cost proposal with our Project Manager, Jon Cox, PE, or me. We look forward to working with you on this very important project.

Very truly yours,

A handwritten signature in black ink, appearing to read 'Andrew Eribo'. The signature is fluid and cursive, written over a white background.

Andrew Eribo, P.E.  
President

Attch:

AE/AGR/wAR Cty Grog Run Scope & Fee Rev.doc



**Grog Run Road over Grog Run**

Task #	Task Description	Proj Mgr / Proj Exec	Sr. Engr	PI Spec / Technician	Overall Total Hours	Labor Costs
<b>Roadway</b>						
	Title Sheet	1	2	9	12	\$1,444.50
	Typical Sections		2	16	18	\$1,998.00
	General Notes	1	2	8	11	\$1,336.50
	MOT Notes		1	2	3	\$351.00
	Detour Map		2	10	12	\$1,350.00
	General Summary		2	15	17	\$1,890.00
	Estimated Quantities	1	2	15	18	\$2,092.50
	Plan and Profile		2	27	29	\$3,186.00
	Cross Sections		4	20	24	\$2,700.00
	Guardrail Details			6	6	\$648.00
	Traffic Control Quantities and Plan		2	12	14	\$1,566.00
Roadway	<b>Subtotal</b>	<b>3</b>	<b>21</b>	<b>140</b>	<b>164</b>	<b>\$18,562.50</b>
<b>Bridge</b>						
	Site Plan	1	4	12	17	\$2,038.50
	General Notes	1	16	8	25	\$3,226.50
	Estimated Quantities	1	4	8	13	\$1,606.50
	Abutment Removals	1	8	23	32	\$3,766.50
	Abutment Plan and Elevation	1	8	24	33	\$3,874.50
	Abutment Details	1	8	20	29	\$3,442.50
	Framing Plan		4	16	20	\$2,268.00
	Beam and Bearing Details	2	12	18	32	\$3,969.00
	Deck Plan	1	4	20	25	\$2,902.50
	Transverse Section				0	\$0.00
	Screed Location	2	12	18	32	\$3,969.00
	Screed Table and Camber				0	\$0.00
	Rebar		4	10	14	\$1,620.00
	Load Rating		16		16	\$2,160.00
	Direct Costs ( Berding \$4,700)					\$4,700.00
Bridge	<b>Subtotal</b>	<b>11</b>	<b>100</b>	<b>177</b>	<b>283</b>	<b>\$39,543.50</b>
<b>Final Submittals</b>						
	Cost Estimate		8		8	\$1,080.00
	Final Plan Package		1	4	5	\$567.00
	Project Setup and Oversight		2		2	\$270.00
Final Submittals	<b>Subtotal</b>	<b>0</b>	<b>11</b>	<b>4</b>	<b>15</b>	<b>\$1,917.00</b>
	<b>SUBTOTAL PRELIMINARY ENGINEERING PHASE</b>	<b>14</b>	<b>132</b>	<b>321</b>	<b>467</b>	<b>\$60,023.00</b>
<b>If Authorized</b>						
	Fee - Dedication Plat					\$1,200.00
	Survey Record					\$1,780.00
	Easement Exhibit/parcel					\$500.00
	Easement Description/parcel					\$250.00
	Right of Way staking/parcel					\$300.00

AFFIDAVIT OF NON COLLUSION

STATE OF OHIO  
COUNTY OF FRANKLIN

I, ANDREW ERIBO, holding the title and position of PRESIDENT at the firm RIBWAY ENGINEERING GROUP, INC , 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:

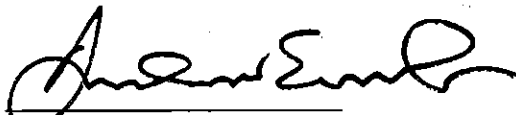
The contract, bid or proposal is genuine and not made on the behalf of any other person, company or client, INCLUDING ANY MEMBER OF THE WARREN COUNTY BOARD OF COMMISSIONERS.

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.

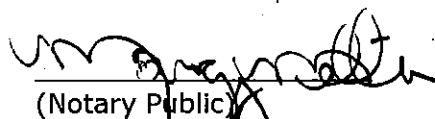
No companies, clients or contractors, INCLUDING ANY MEMBER OF THE WARREN COUNTY BOARD OF COMMISSIONERS have been solicited to refrain from bidding or to submit any form of noncompetitive bidding.

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.



AFFIANT

Subscribed and sworn to before me this 27<sup>th</sup> day of APRIL 2021



(Notary Public)

FAIRFIELD County.



**Margery S. Miller**  
Notary Public  
In and For the State of Ohio  
Recorded in Fairfield County  
Certificate # 2019-RE-788184  
My Commission Expires  
July 7, 2024

My commission expires July 7 2021

# Resolution

Number 21-0618

Adopted Date May 11, 2021

## EXTEND THE REQUEST FOR PROPOSALS FOR MEDICAL SERVICES FOR THE WARREN COUNTY JAIL

WHEREAS, this Board adopted resolution #21-0557, setting the deadline for proposals for Medical Services for the Warren County Jail for May 21, 2021 @ 10:00 a.m. for the Warren County Sheriff's Office; and

WHEREAS, Barry Riley, Chief Deputy, has requested an extension in the deadline to allow additional time for vendors to prepare their proposals; and

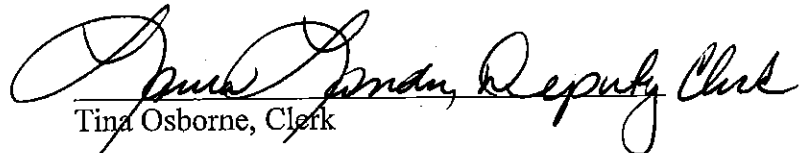
NOW THEREFORE BE IT RESOLVED, to extend the deadline for proposals for Medical Services for the Warren County Jail to June 4, 2021 @ 10:00 a.m.

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 11<sup>th</sup> day of May 2021.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Sheriff (file)  
Bid file

# Resolution

Number 21-0619

Adopted Date May 11, 2021

## ADVERTISE FOR BIDS FOR THE FY20 SOUTH LEBANON/ UNION TOWNSHIP- LEBANON ROAD IMPROVEMENT CDBG PROJECT

BE IT RESOLVED, to advertise for bids for the FY20 South Lebanon/ Union Township- Lebanon Road Improvement CDBG Project for the Warren County Office of Grants Administration; and

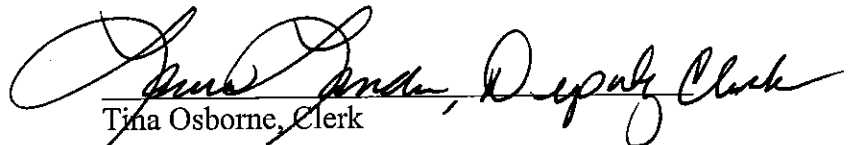
BE IT FURTHER RESOLVED, to advertise said bid for one (1) week in a newspaper of general circulation two weeks prior to the bid opening date, and to advertise and make the bidding documents available on the Warren County website, with bid opening to occur on June 1, 2021 @ 9:30 a.m.

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 11<sup>th</sup> day of May 2021.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

KP\

cc: OGA (file)  
OMB Bid file

# Resolution

Number 21-0620

Adopted Date May 11, 2021

AUTHORIZE THE FILING OF APPLICATIONS WITH THE FEDERAL TRANSIT ADMINISTRATION FOR CORONAVIRUS RESPONSE AND RELIEF SUPPLEMENTAL APPROPRIATION ACT OF 2021 FUNDS FOR WARREN COUNTY TRANSIT SERVICE

WHEREAS, Warren County is eligible to apply for funding to the Federal Transit Administration for funding from the Coronavirus Response And Relief Supplemental Appropriation Act of 2021; and

WHEREAS, the Warren County Transit Service is the transit operator for Warren County Board of County Commissioners; and

WHEREAS, the Warren County Transit Service is presently providing transit service and observing all federal and state rules regarding these programs; and

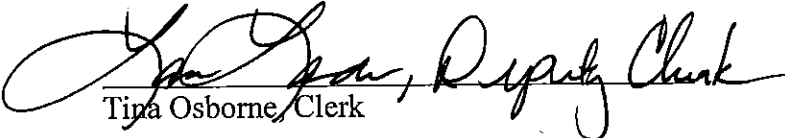
NOW THEREFORE BE IT RESOLVED, that Warren County Office of Grants Administration is hereby authorized to file an application and execute contracts with the Federal Transit Administration for funding from the Coronavirus Response and Relief Supplemental Appropriation Act of 2021

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 11<sup>th</sup> day of May 2021.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

/sm

cc: OGA (file)  
Transit (file)

# Resolution

Number 21-0621

Adopted Date May 11, 2021

APPROVE AND AUTHORIZE THE PRESIDENT OF THIS BOARD TO SIGN REQUESTS FOR RELEASE OF FUNDS AND CERTIFICATION, FORM 7015.15 AS IT RELATES TO ENVIRONMENTAL REVIEWS FOR FY2021 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROJECTS

BE IT RESOLVED, to approve and authorize the President and/or Vice President of this Board to sign Requests for Release of Funds and Certifications, Form 7015.15, as it relates to the environmental reviews for the following Community Development Block Grant projects:

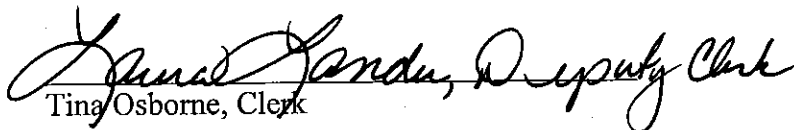
- FY21 City of Franklin Mackinaw Project
- FY21 Franklin Township NE Pennyroyal Project
- FY21 Morrow Train Depot Project
- FY21 Pleasant Plain Park Project
- FY21 Waynesville Sidewalk Project

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 11<sup>th</sup> day of May 2021.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

/sm

cc: c/a—HUD  
OGA (file)  
HUD

# Request for Release of Funds and Certification

U.S. Department of Housing and Urban Development  
Office of Community Planning and Development

OMB No. 2508-0087  
(exp. 10/31/2014)

This form is to be used by Responsible Entities and Recipients (as defined in 24 CFR 58.2) when requesting the release of funds, and requesting the authority to use such funds, for HUD programs identified by statutes that provide for the assumption of the environmental review responsibility by units of general local government and States. Public reporting burden for this collection of information is estimated to average 36 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a valid OMB control number.

## Part 1. Program Description and Request for Release of Funds (to be completed by Responsible Entity)

1. Program Title(s) <b>Community Development Block Grant</b>	2. HUD/State Identification Number <b>B-21UC390009</b>	3. Recipient Identification Number (optional)
4. OMB Catalog Number(s) 14.218	5. Name and address of responsible entity <b>Warren County Grants Administration 406 Justice Drive Lebanon, OH 45065</b>	
6. For information about this request, contact (name & phone number) <b>Susanne Mason 513-695-1210</b>	7. Name and address of recipient (if different than responsible entity) <b>same</b>	
8. HUD or State Agency and office unit to receive request <b>US Dept of HUD - Columbus Field Office</b>		

**The recipient(s) of assistance under the program(s) listed above requests the release of funds and removal of environmental grant conditions governing the use of the assistance for the following**

9. Program Activity(ies)/Project Name(s) <b>FY21 - City of Franklin Mackinaw Project</b>	10. Location (Street address, city, county, State) <b>Spring Ave, Lake Ave., Park Ave., Elm Street, Maple Street, W 2nd Street in Franklin, Ohio, 45005</b>
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### 11. Program Activity/Project Description

Project includes grinding and overlay of street, catch basin replacement, curb replacement and storm sewer relining, for the estimated amount of \$180,000


**Part 2. Environmental Certification (to be completed by responsible entity)**

With reference to the above Program Activity(ies)/Project(s), I, the undersigned officer of the responsible entity, certify that:

1. The responsible entity has fully carried out its responsibilities for environmental review, decision-making and action pertaining to the project(s) named above.
2. The responsible entity has assumed responsibility for and complied with and will continue to comply with, the National Environmental Policy Act of 1969, as amended, and the environmental procedures, permit requirements and statutory obligations of the laws cited in 24 CFR 58.5; and also agrees to comply with the authorities in 24 CFR 58.6 and applicable State and local laws.
3. The responsible entity has assumed responsibility for and complied with and will continue to comply with Section 106 of the National Historic Preservation Act, and its implementing regulations 36 CFR 800, including consultation with the State Historic Preservation Officer, Indian tribes and Native Hawaiian organizations, and the public.
4. After considering the type and degree of environmental effects identified by the environmental review completed for the proposed project described in Part 1 of this request, I have found that the proposal did  did not  require the preparation and dissemination of an environmental impact statement.
5. The responsible entity has disseminated and/or published in the manner prescribed by 24 CFR 58.43 and 58.55 a notice to the public in accordance with 24 CFR 58.70 and as evidenced by the attached copy (copies) or evidence of posting and mailing procedure.
6. The dates for all statutory and regulatory time periods for review, comment or other action are in compliance with procedures and requirements of 24 CFR Part 58.
7. In accordance with 24 CFR 58.71(b), the responsible entity will advise the recipient (if different from the responsible entity) of any special environmental conditions that must be adhered to in carrying out the project.


As the duly designated certifying official of the responsible entity, I also certify that:

8. I am authorized to and do consent to assume the status of Federal official under the National Environmental Policy Act of 1969 and each provision of law designated in the 24 CFR 58.5 list of NEPA-related authorities insofar as the provisions of these laws apply to the HUD responsibilities for environmental review, decision-making and action that have been assumed by the responsible entity.
9. I am authorized to and do accept, on behalf of the recipient personally, the jurisdiction of the Federal courts for the enforcement of all these responsibilities, in my capacity as certifying officer of the responsible entity.

Signature of Certifying Officer of the Responsible Entity  	Title of Certifying Officer President, Board of County Commissioners
	Date signed 5/11/21
Address of Certifying Officer 406 Justice Drive, Lebanon, OH 45036	

**Part 3. To be completed when the Recipient is not the Responsible Entity**

The recipient requests the release of funds for the programs and activities identified in Part 1 and agrees to abide by the special conditions, procedures and requirements of the environmental review and to advise the responsible entity of any proposed change in the scope of the project or any change in environmental conditions in accordance with 24 CFR 58.71(b).

Signature of Authorized Officer of the Recipient  	Title of Authorized Officer
	Date signed

**Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)



# Request for Release of Funds and Certification

U.S. Department of Housing and Urban Development  
Office of Community Planning and Development

OMB No. 2506-0087  
(exp. 10/31/2014)

This form is to be used by Responsible Entities and Recipients (as defined in 24 CFR 58.2) when requesting the release of funds, and requesting the authority to use such funds, for HUD programs identified by statutes that provide for the assumption of the environmental review responsibility by units of general local government and States. Public reporting burden for this collection of information is estimated to average 36 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a valid OMB control number.

## Part 1. Program Description and Request for Release of Funds (to be completed by Responsible Entity)

1. Program Title(s) <b>Community Development Block Grant</b>	2. HUD/State Identification Number <b>B-21UC390009</b>	3. Recipient Identification Number (optional)
4. OMB Catalog Number(s) 14.218	5. Name and address of responsible entity <b>Warren County Grants Administration 406 Justice Drive Lebanon, OH 45065</b>	
6. For information about this request, contact (name & phone number) <b>Susanne Mason 513-695-1210</b>	7. Name and address of recipient (if different than responsible entity) <b>same</b>	
8. HUD or State Agency and office unit to receive request <b>US Dept of HUD - Columbus Field Office</b>		

**The recipient(s) of assistance under the program(s) listed above requests the release of funds and removal of environmental grant conditions governing the use of the assistance for the following**

9. Program Activity(ies)/Project Name(s) <b>FY21 Franklin Township Pennyroyal Repaving Project</b>	10. Location (Street address, city, county, State) <b>Bertha Drive, Williams Drive, Helton Drive, and Vaughn Lane, located in Franklin, Ohio, 45005</b>
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11. Program Activity/Project Description

Pavement repair, for the estimated amount of \$150,000

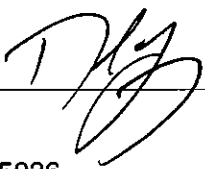
**Part 2. Environmental Certification (to be completed by responsible entity)**

With reference to the above Program Activity(ies)/Project(s), I, the undersigned officer of the responsible entity, certify that:

1. The responsible entity has fully carried out its responsibilities for environmental review, decision-making and action pertaining to the project(s) named above.
2. The responsible entity has assumed responsibility for and complied with and will continue to comply with, the National Environmental Policy Act of 1969, as amended, and the environmental procedures, permit requirements and statutory obligations of the laws cited in 24 CFR 58.5; and also agrees to comply with the authorities in 24 CFR 58.6 and applicable State and local laws.
3. The responsible entity has assumed responsibility for and complied with and will continue to comply with Section 106 of the National Historic Preservation Act, and its implementing regulations 36 CFR 800, including consultation with the State Historic Preservation Officer, Indian tribes and Native Hawaiian organizations, and the public.
4. After considering the type and degree of environmental effects identified by the environmental review completed for the proposed project described in Part 1 of this request, I have found that the proposal did  did not  require the preparation and dissemination of an environmental impact statement.
5. The responsible entity has disseminated and/or published in the manner prescribed by 24 CFR 58.43 and 58.55 a notice to the public in accordance with 24 CFR 58.70 and as evidenced by the attached copy (copies) or evidence of posting and mailing procedure.
6. The dates for all statutory and regulatory time periods for review, comment or other action are in compliance with procedures and requirements of 24 CFR Part 58.
7. In accordance with 24 CFR 58.71(b), the responsible entity will advise the recipient (if different from the responsible entity) of any special environmental conditions that must be adhered to in carrying out the project.

As the duly designated certifying official of the responsible entity, I also certify that:

8. I am authorized to and do consent to assume the status of Federal official under the National Environmental Policy Act of 1969 and each provision of law designated in the 24 CFR 58.5 list of NEPA-related authorities insofar as the provisions of these laws apply to the HUD responsibilities for environmental review, decision-making and action that have been assumed by the responsible entity.
9. I am authorized to and do accept, on behalf of the recipient personally, the jurisdiction of the Federal courts for the enforcement of all these responsibilities, in my capacity as certifying officer of the responsible entity.

Signature of Certifying Officer of the Responsible Entity  	Title of Certifying Officer President, Board of County Commissioners
	Date signed 5/11/21
Address of Certifying Officer 406 Justice Drive, Lebanon, OH 45036	

**Part 3. To be completed when the Recipient is not the Responsible Entity**

The recipient requests the release of funds for the programs and activities identified in Part 1 and agrees to abide by the special conditions, procedures and requirements of the environmental review and to advise the responsible entity of any proposed change in the scope of the project or any change in environmental conditions in accordance with 24 CFR 58.71(b).

Signature of Authorized Officer of the Recipient  X	Title of Authorized Officer
	Date signed

**Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

# Request for Release of Funds and Certification

U.S. Department of Housing and Urban Development  
Office of Community Planning and Development

OMB No. 2506-0087  
(exp. 10/31/2014)

This form is to be used by Responsible Entities and Recipients (as defined in 24 CFR 58.2) when requesting the release of funds, and requesting the authority to use such funds, for HUD programs identified by statutes that provide for the assumption of the environmental review responsibility by units of general local government and States. Public reporting burden for this collection of information is estimated to average 36 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a valid OMB control number.

## Part 1. Program Description and Request for Release of Funds (to be completed by Responsible Entity)

1. Program Title(s) <b>Community Development Block Grant</b>	2. HUD/State Identification Number <b>B-21UC390009</b>	3. Recipient Identification Number (optional)
4. OMB Catalog Number(s) 14.218	5. Name and address of responsible entity <b>Warren County Grants Administration 406 Justice Drive Lebanon, OH 45065</b>	
6. For information about this request, contact (name & phone number) <b>Susanne Mason 513-695-1210</b>	7. Name and address of recipient (if different than responsible entity) <b>same</b>	
8. HUD or State Agency and office unit to receive request <b>US Dept of HUD - Columbus Field Office</b>	7. Name and address of recipient (if different than responsible entity) <b>same</b>	
<b>The recipient(s) of assistance under the program(s) listed above requests the release of funds and removal of environmental grant conditions governing the use of the assistance for the following</b>		
9. Program Activity(ies)/Project Name(s) <b>FY21 Morrow Train Depot Community Center</b>	10. Location (Street address, city, county, State) <b>240 Main Street in Morrow, Ohio 45152</b>	

11. Program Activity/Project Description

Renovate community center with electricity and plumbing, windows, HVAC, for estimated amount of \$170,000


**Part 2. Environmental Certification (to be completed by responsible entity)**

With reference to the above Program Activity(ies)/Project(s), I, the undersigned officer of the responsible entity, certify that:

1. The responsible entity has fully carried out its responsibilities for environmental review, decision-making and action pertaining to the project(s) named above.
2. The responsible entity has assumed responsibility for and complied with and will continue to comply with, the National Environmental Policy Act of 1969, as amended, and the environmental procedures, permit requirements and statutory obligations of the laws cited in 24 CFR 58.5; and also agrees to comply with the authorities in 24 CFR 58.6 and applicable State and local laws.
3. The responsible entity has assumed responsibility for and complied with and will continue to comply with Section 106 of the National Historic Preservation Act, and its implementing regulations 36 CFR 800, including consultation with the State Historic Preservation Officer, Indian tribes and Native Hawaiian organizations, and the public.
4. After considering the type and degree of environmental effects identified by the environmental review completed for the proposed project described in Part 1 of this request, I have found that the proposal did  did not  require the preparation and dissemination of an environmental impact statement.
5. The responsible entity has disseminated and/or published in the manner prescribed by 24 CFR 58.43 and 58.55 a notice to the public in accordance with 24 CFR 58.70 and as evidenced by the attached copy (copies) or evidence of posting and mailing procedure.
6. The dates for all statutory and regulatory time periods for review, comment or other action are in compliance with procedures and requirements of 24 CFR Part 58.
7. In accordance with 24 CFR 58.71(b), the responsible entity will advise the recipient (if different from the responsible entity) of any special environmental conditions that must be adhered to in carrying out the project.

As the duly designated certifying official of the responsible entity, I also certify that:

8. I am authorized to and do consent to assume the status of Federal official under the National Environmental Policy Act of 1969 and each provision of law designated in the 24 CFR 58.5 list of NEPA-related authorities insofar as the provisions of these laws apply to the HUD responsibilities for environmental review, decision-making and action that have been assumed by the responsible entity.
9. I am authorized to and do accept, on behalf of the recipient personally, the jurisdiction of the Federal courts for the enforcement of all these responsibilities, in my capacity as certifying officer of the responsible entity.

Signature of Certifying Officer of the Responsible Entity 	Title of Certifying Officer President, Board of County Commissioners
X Address of Certifying Officer 406 Justice Drive, Lebanon, OH 45036	Date signed 5/11/21

**Part 3. To be completed when the Recipient is not the Responsible Entity**

The recipient requests the release of funds for the programs and activities identified in Part 1 and agrees to abide by the special conditions, procedures and requirements of the environmental review and to advise the responsible entity of any proposed change in the scope of the project or any change in environmental conditions in accordance with 24 CFR 58.71(b).

X Signature of Authorized Officer of the Recipient	Title of Authorized Officer
	Date signed

**Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

# Request for Release of Funds and Certification

U.S. Department of Housing and Urban Development  
Office of Community Planning and Development

OMB No. 2506-0087  
(exp. 10/31/2014)

This form is to be used by Responsible Entities and Recipients (as defined in 24 CFR 58.2) when requesting the release of funds, and requesting the authority to use such funds, for HUD programs identified by statutes that provide for the assumption of the environmental review responsibility by units of general local government and States. Public reporting burden for this collection of information is estimated to average 36 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a valid OMB control number.

## Part 1. Program Description and Request for Release of Funds (to be completed by Responsible Entity)

1. Program Title(s) <b>Community Development Block Grant</b>	2. HUD/State Identification Number <b>B-21UC390009</b>	3. Recipient Identification Number (optional)
4. OMB Catalog Number(s) 14.218	5. Name and address of responsible entity <b>Warren County Grants Administration 406 Justice Drive Lebanon, OH 45065</b>	
6. For information about this request, contact (name & phone number) <b>Susanne Mason 513-695-1210</b>	7. Name and address of recipient (if different than responsible entity) <b>same</b>	
8. HUD or State Agency and office unit to receive request <b>US Dept of HUD - Columbus Field Office</b>	7. Name and address of recipient (if different than responsible entity) <b>same</b>	
<b>The recipient(s) of assistance under the program(s) listed above requests the release of funds and removal of environmental grant conditions governing the use of the assistance for the following</b>		
9. Program Activity(ies)/Project Name(s) <b>FY21 Pleasant Plain Park Improvement Project</b>	10. Location (Street address, city, county, State) <b>10077 Main St., (SR Route 132) Pleasant Plain, Ohio 45162</b>	

### 11. Program Activity/Project Description

Replace park equipment with new basketball court equipment, slide, sidewalk, grill, restore historic bucket brigade located at park, for estimated amount of \$50,000


**Part 2. Environmental Certification** (to be completed by responsible entity)

With reference to the above Program Activity(ies)/Project(s), I, the undersigned officer of the responsible entity, certify that:

1. The responsible entity has fully carried out its responsibilities for environmental review, decision-making and action pertaining to the project(s) named above.
2. The responsible entity has assumed responsibility for and complied with and will continue to comply with, the National Environmental Policy Act of 1969, as amended, and the environmental procedures, permit requirements and statutory obligations of the laws cited in 24 CFR 58.5; and also agrees to comply with the authorities in 24 CFR 58.6 and applicable State and local laws.
3. The responsible entity has assumed responsibility for and complied with and will continue to comply with Section 106 of the National Historic Preservation Act, and its implementing regulations 36 CFR 800, including consultation with the State Historic Preservation Officer, Indian tribes and Native Hawaiian organizations, and the public.
4. After considering the type and degree of environmental effects identified by the environmental review completed for the proposed project described in Part 1 of this request, I have found that the proposal did  did not  require the preparation and dissemination of an environmental impact statement.
5. The responsible entity has disseminated and/or published in the manner prescribed by 24 CFR 58.43 and 58.55 a notice to the public in accordance with 24 CFR 58.70 and as evidenced by the attached copy (copies) or evidence of posting and mailing procedure.
6. The dates for all statutory and regulatory time periods for review, comment or other action are in compliance with procedures and requirements of 24 CFR Part 58.
7. In accordance with 24 CFR 58.71(b), the responsible entity will advise the recipient (if different from the responsible entity) of any special environmental conditions that must be adhered to in carrying out the project.

As the duly designated certifying official of the responsible entity, I also certify that:

8. I am authorized to and do consent to assume the status of Federal official under the National Environmental Policy Act of 1969 and each provision of law designated in the 24 CFR 58.5 list of NEPA-related authorities insofar as the provisions of these laws apply to the HUD responsibilities for environmental review, decision-making and action that have been assumed by the responsible entity.
9. I am authorized to and do accept, on behalf of the recipient personally, the jurisdiction of the Federal courts for the enforcement of all these responsibilities, in my capacity as certifying officer of the responsible entity.

Signature of Certifying Officer of the Responsible Entity  	Title of Certifying Officer President, Board of County Commissioners
	Date signed 5/11/21
Address of Certifying Officer  406 Justice Drive, Lebanon, OH 45036	

**Part 3. To be completed when the Recipient is not the Responsible Entity**

The recipient requests the release of funds for the programs and activities identified in Part 1 and agrees to abide by the special conditions, procedures and requirements of the environmental review and to advise the responsible entity of any proposed change in the scope of the project or any change in environmental conditions in accordance with 24 CFR 58.71(b).

Signature of Authorized Officer of the Recipient  X	Title of Authorized Officer
	Date signed

**Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

# Request for Release of Funds and Certification

U.S. Department of Housing and Urban Development  
Office of Community Planning and Development

OMB No. 2506-0087  
(exp. 10/31/2014)

This form is to be used by Responsible Entities and Recipients (as defined in 24 CFR 58.2) when requesting the release of funds, and requesting the authority to use such funds, for HUD programs identified by statutes that provide for the assumption of the environmental review responsibility by units of general local government and States. Public reporting burden for this collection of information is estimated to average 36 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a valid OMB control number.

## Part 1. Program Description and Request for Release of Funds (to be completed by Responsible Entity)

1. Program Title(s) <b>Community Development Block Grant</b>	2. HUD/State Identification Number <b>B-21UC390009</b>	3. Recipient Identification Number (optional)
4. OMB Catalog Number(s) <b>14.218</b>	5. Name and address of responsible entity <b>Warren County Grants Administration 406 Justice Drive Lebanon, OH 45065</b>	
6. For information about this request, contact (name & phone number) <b>Susanne Mason 513-695-1210</b>	7. Name and address of recipient (if different than responsible entity) <b>same</b>	
8. HUD or State Agency and office unit to receive request <b>US Dept of HUD - Columbus Field Office</b>	<p><b>The recipient(s) of assistance under the program(s) listed above requests the release of funds and removal of environmental grant conditions governing the use of the assistance for the following</b></p>	
9. Program Activity(ies)/Project Name(s) <b>FY21 Waynesville Sidewalk Safety Project</b>	10. Location (Street address, city, county, State) <b>Franklin Road Waynesville, OH 45068</b>	

### 11. Program Activity/Project Description

Install sidewalk on Franklin Road to provide safety for children traveling to and from the schools, for estimated amount of \$35,000


**Part 2. Environmental Certification (to be completed by responsible entity)**

With reference to the above Program Activity(ies)/Project(s), I, the undersigned officer of the responsible entity, certify that:

1. The responsible entity has fully carried out its responsibilities for environmental review, decision-making and action pertaining to the project(s) named above.
2. The responsible entity has assumed responsibility for and complied with and will continue to comply with, the National Environmental Policy Act of 1969, as amended, and the environmental procedures, permit requirements and statutory obligations of the laws cited in 24 CFR 58.5; and also agrees to comply with the authorities in 24 CFR 58.6 and applicable State and local laws.
3. The responsible entity has assumed responsibility for and complied with and will continue to comply with Section 106 of the National Historic Preservation Act, and its implementing regulations 36 CFR 800, including consultation with the State Historic Preservation Officer, Indian tribes and Native Hawaiian organizations, and the public.
4. After considering the type and degree of environmental effects identified by the environmental review completed for the proposed project described in Part 1 of this request, I have found that the proposal did  did not  require the preparation and dissemination of an environmental impact statement.
5. The responsible entity has disseminated and/or published in the manner prescribed by 24 CFR 58.43 and 58.55 a notice to the public in accordance with 24 CFR 58.70 and as evidenced by the attached copy (copies) or evidence of posting and mailing procedure.
6. The dates for all statutory and regulatory time periods for review, comment or other action are in compliance with procedures and requirements of 24 CFR Part 58.
7. In accordance with 24 CFR 58.71(b), the responsible entity will advise the recipient (if different from the responsible entity) of any special environmental conditions that must be adhered to in carrying out the project.

As the duly designated certifying official of the responsible entity, I also certify that:

8. I am authorized to and do consent to assume the status of Federal official under the National Environmental Policy Act of 1969 and each provision of law designated in the 24 CFR 58.5 list of NEPA-related authorities insofar as the provisions of these laws apply to the HUD responsibilities for environmental review, decision-making and action that have been assumed by the responsible entity.
9. I am authorized to and do accept, on behalf of the recipient personally, the jurisdiction of the Federal courts for the enforcement of all these responsibilities, in my capacity as certifying officer of the responsible entity.

Signature of Certifying Officer of the Responsible Entity    X	Title of Certifying Officer President, Board of County Commissioners
	Date signed 5/11/21

Address of Certifying Officer

406 Justice Drive, Lebanon, OH 45036

**Part 3. To be completed when the Recipient is not the Responsible Entity**

The recipient requests the release of funds for the programs and activities identified in Part 1 and agrees to abide by the special conditions, procedures and requirements of the environmental review and to advise the responsible entity of any proposed change in the scope of the project or any change in environmental conditions in accordance with 24 CFR 58.71(b).

Signature of Authorized Officer of the Recipient     X	Title of Authorized Officer
	Date signed

**Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)



# Resolution

Number 21-0622

Adopted Date May 11, 2021

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

BE IT RESOLVED, to approve and authorize the Warren County Board of Commissioners to enter into the agreements and addendums with the following providers relative to home placement and related services for calendar year 2021, on behalf of Children Services as attached hereto and made a part hereof:

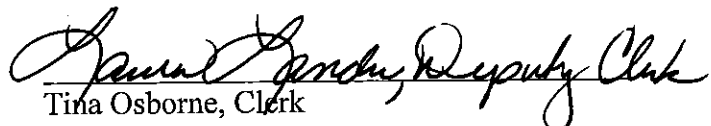
1. Acts 1:8 Housing
2. Adolescent Oasis, Inc.
3. Adriel School, Inc.
4. Advantage Family Outreach and Foster Care
5. Agape for Youth, Inc.
6. The Bair Foundation
7. CHOICES, Inc – Children Have Options in Caring Environments
8. Enterlock Corporation
9. Focus on Youth, Inc.
10. The Marsh Foundation
11. Mid-Western Children's Home
12. My Brother's Keeper, Inc.
13. NECCO, Inc.
14. Ohio Mentor, Inc
15. Pressley Ridge
16. Specialized Alternatives for Families & Youth of Ohio, Inc., (SAFY)
17. South Community, Inc.

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 11<sup>th</sup> day of May 2021.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

RESOLUTION 21-0622

MAY 11, 2021

PAGE 2

cc: c/a – Acts 1:8 Housing  
c/a – Adolescent Oasis, Inc.  
c/a – Adriel School, Inc.  
c/a – Advantage Family Outreach and Foster Care  
c/a – Agape for Youth, inc.  
c/a – The Bair Foundation  
c/a – CHOICES – Children Have Options in Caring Environments  
c/a – Enterlock Corporation  
c/a – Focus on Youth, Inc.  
c/a – The Marsh Foundation  
c/a – Mid-Western Children’s Home  
c/a – My Brother’s Keeper, Inc.  
c/a – NECCO, Inc.  
c/a - Ohio Mentor, Inc.  
c/a – Pressley Ridge  
c/a – Specialized Alternatives for Families & Youth of Ohio, Inc., (SAFY)  
c/a – South Community, Inc.  
Children Services (file)

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

# Resolution

Number 21-0623

Adopted Date May 11, 2021

APPROVE AND ENTER INTO AN AGREEMENT WITH TRANS UNION, LLC FOR PULLING YEARLY CREDIT REPORTS FOR FOSTER CHILDREN IN THE CUSTODY OF WARREN COUNTY CHILDREN SERVICES.

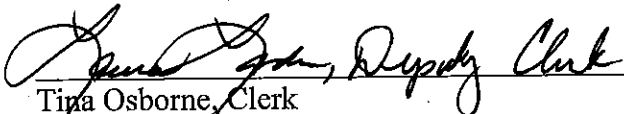
BE IT RESOLVED, to approve and enter into an agreement with Trans Union, LLC. for pulling yearly credit reports for foster children in the custody of Warren County Children Services, said agreement attached hereto and made a part hereof.

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 11<sup>th</sup> day of May 2021.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: c/a- Trans Union, LLC.  
Children Services (file)

# Resolution

Number 21-0624

Adopted Date May 11, 2021

APPROVE AND ENTER INTO AN AGREEMENT WITH EXPERIAN INFORMATION SOLUTIONS, INC. FOR PULLING YEARLY CREDIT REOPRTS FOR FOSTER CHILDREN IN THE CUSTODY OF WARREN COUNTY CHILDREN SERVICES.

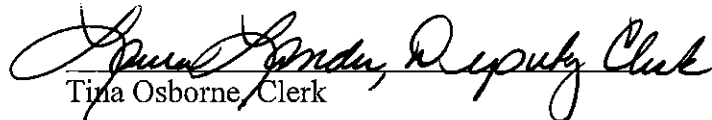
BE IT RESOLVED, to approve and enter into an agreement with Experian Information Solutions, Inc. for pulling yearly credit reports for foster children in the custody of Warren County Children Services, said agreement attached hereto and made a part hereof.

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 11<sup>th</sup> day of May 2021.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: c/a- Experian Information Solutions, Inc.  
Children Services (file)

# Resolution

Number 21-0625

Adopted Date May 11, 2021

APPROVE CHANGE ORDER NO. 1 TO THE CONTRACT WITH AMERICAN BORING INC. FOR THE CONSTRUCTION OF THE TOWNSHIP LINE ROAD RURAL WATERLINE PROJECT, PURCHASE ORDER NO. 21001277

WHEREAS, this Board on January 19, 2021 entered into a Contract with American Boring Inc. for the construction of the Township Line Road Rural Waterline Project; and

WHEREAS, an additional fifty feet of waterline was installed and an additional water service lateral was needed; and

WHEREAS, a Change Order and Purchase Order Increase are necessary in order to accommodate said change; and

NOW THEREFORE IT BE RESOLVED:

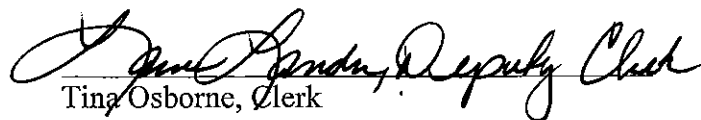
1. Approve Change Order No. 1 to the Contract with American Boring Inc. increase Purchase Order No. 21001277 by \$1,924.17 and creating a new Contract and Purchase Order price in the amount of \$192,657.78.
2. By said Change Order, attached hereto and made part hereof, all costs and work associated with the change shall be added to the Contract.
3. That the Board execute and sign Change Order No.1 of the Contract with American Boring Inc. for the construction of the Township Line Road Rural Waterline Project.

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 11<sup>th</sup> day of May 2021.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Auditor   
Water/Sewer (file)  
Project File  
C/A- American Boring, Inc.



**Warren County  
Water & Sewer Dept.**

406 Justice Drive  
Lebanon, Ohio 45036  
Phone: (513) 695-1377  
FAX (513) 695-2995

**CHANGE ORDER**

DATE: April 27, 2021

Change Order Number 1  
Project Name: Township Line Road Rural Waterline Project

ITEM	DESCRIPTION	ADDITIONS	DELETIONS
1	Additional 50 feet of 4-inch water main	\$877.50	
2	One additional service lateral	\$1,046.67	
Sums of the ADDITIONS & DELETIONS		\$1,924.17	\$0
TOTALS FOR THIS CHANGE ORDER		\$1,924.17	

**Attachments:**

Attachment 1 – Exhibit A

Original contract price \$190,733.61.  
Current contract price adjusted by previous change orders \$190,733.61.  
The Contract price due to this change order will be increased/decreased.  
The New contract price including this change order will be \$192,657.78  
The contract time will be increased by 0 calendar days.

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

TJ Shank  
Contractor's Signature

4-27-2021  
Date

**Recommended By:**

Choy Bmyh  
Warren Sanitary Engineer

5/4/21  
Date

[Signature]  
Warren County Commissioner

5/11/21  
Date

[Signature]  
Warren County Commissioner

5/11/21  
Date

\_\_\_\_\_  
Warren County Commissioner

\_\_\_\_\_  
Date

# CHANGE ORDER

## EXHIBIT A

Change Order No: 1  
Date: 4/7/21  
Agreement Date: 4/6/21

Name of Project: Township Line Road Rural Waterline  
Owner: Warren County Water and Sewer Department  
Contractor: American Boring Inc

Description:

Description:	Unit Cost	Quantity	Total	Decrease to Contract	Increase to Contract
1) Additional 4" conduit installed to station 72+52	17.55	50	\$ 877.50		\$ 877.50
2) Additional Service Lateral	1046.67	1	\$ 1,046.67		\$ 1,046.67
				\$ -	\$ 1,924.17

Total Adjustment \$ 1,924.17

Justification:

- |   |
|---|
| 1) Waterline extended to move Sampling Station from edge of property line<br>2) Added Service Lateral for additional customer |
|---|

# Resolution

Number 21-0626

Adopted Date May 11, 2021

APPROVE EMERGENCY REPAIR TO BLOWER #7 LOCATED AT THE LITTLE LOWER MIAMI WASTEWATER TREATMENT PLANT.

WHEREAS, the Water & Sewer Department experienced a shutdown on blower #7 due to a component heating failure damaging both the breaker and contactors; and

WHEREAS, when inspecting the other two blowers higher than normal temperatures were found in the same components and the recommendation is to also replace similar parts in these blowers; and

WHEREAS, the repair is critical and time sensitive for making both permit that is required by the Ohio Environmental Protection Agency and to reduce ammonia levels below specified levels; and

WHEREAS, a licensed Electrician will need to diagnose and repair or replace the damaged blowers or components thereof; and

NOW THEREFORE BE IT RESOLVED, to approve Purchase Order No. 21001738 with Rossmann Electric in the amount \$25,000.00 for the repair or replacement of the damaged blowers or components thereof.

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 11<sup>th</sup> day of May 2021.

BOARD OF COUNTY COMMISSIONERS

  
Tira Osborne, Clerk

mbz

cc: Auditor   
Water/Sewer (file)



# Resolution

Number 21-0627

Adopted Date May 11, 2021

ENTER INTO AN AGREEMENT WITH THE PREVIEW GROUP, INC. TO PROVIDE THE WARREN COUNTY BUILDING DEPARTMENT WITH BUILDING INSPECTOR SERVICES

BE IT RESOLVED, to enter into an agreement with The Preview Group, Inc., wherein The Preview Group, Inc. agrees to provide the Warren County Building Department with building inspector services; 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 11<sup>th</sup> day of May 2021.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: C/A—The Preview Group, Inc.  
Building/Zoning (file)

Contract for Professional Services

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THIS CONTRACT FOR PROFESSIONAL SERVICES (the "Agreement") is made this 4th day of May, 2021, by and between Warren County Board of Commissioners ("Warren County"), and The Preview Group, Inc., an Ohio corporation for profit ("Contractor"), and shall be effective upon execution by all parties.

WHEREAS, Warren County desires to engage Contractor to perform services for Warren County, and Contractor desires to perform such services for Warren County.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows:

1. *Services to be Performed.* Contractor agrees to perform the services described in Schedule 1 attached hereto (the "Services"). Contractor will reasonably determine the method, details, and means of performing the services for Warren County; Warren County may specify only the desired results. The Contractor may elect, at the Contractor's own expense, to employ any assistants or employees that Contractor deems necessary to perform the services required of Contractor by this Agreement, and Warren County may not control, direct or supervise the Contractor's assistants or employees in the performance of those services. The services shall be performed at such time or times as may be agreed to by Warren County and Contractor.
2. *Term.* The term of this Agreement shall begin on May 4, 2021 and end on December 31, 2021 unless terminated sooner as provided for hereinafter. The term of this Agreement does not automatically renew. The parties acknowledge that is Agreement does not represent any promise of future contracts between Contractor and Warren County and that no such promises have been made.
3. *Fees and Expenses.* In consideration for the services to be performed by Contractor, Warren County agrees to pay compensation to Contractor as described on Schedule 2 attached hereto. The compensation is subject to modification by mutual written agreement of Warren County and Contractor. Unless otherwise set forth on Schedule 2, the compensation will be paid within 30 days after receipt of invoice by Warren County from Contractor during the term of this Agreement.
4. *Obligations of the Contractor.* Except as is specifically set forth in writing by the parties, Contractor shall supply all facilities, tools, equipment, instruments, supplies and other materials required to perform the services under this Agreement. Contractor agrees to provide workers' compensation insurance for Contractor (and Contractor's employees if Contractor elects to hire employees or agents). Contractor agrees to maintain a policy of professional or liability insurance in the minimum amount of \$1,000,000 aggregate and \$1,000,000 for each occurrence to cover any negligent acts committed by Contractor or Contractor's employees or

8. *Confidential Information.* During the term hereof and thereafter, Warren County may disclose to Contractor confidential and/or proprietary information (collectively, "Confidential Information"). Confidential Information at all times is the exclusive property of Warren County and shall not be disclosed or used by Contractor for purposes other than performance of services provided for in this Agreement.

9. *Duty to Produce Public Records.* Contractor acknowledges that Warren County is subject to the Ohio Public Records Act and as a party in privity of contract with Warren County, Contractor may be required to and shall timely produce public records in response to a public records request. In the event Contractor receives a public records request from any one other than through Warren County, Contractor shall consult with Warren County before responding and shall provide Warren County with copies of all records produced.

10. *Mediation of Disputes.* In the event that any dispute or disagreement should arise with regard to any provision of this Agreement, the parties will first attempt to resolve such dispute or disagreement by good faith, informal negotiations. If such efforts are unsuccessful, such dispute may be decided by mediation so long as both parties agree in writing to mediation and which party will be responsible for the cost of the mediation. Such mediation will be governed by the laws of the State of Ohio and shall occur in Warren County, Ohio.

11. *Entire Agreement of the Parties; Modification.* This Agreement supersedes any and all agreements, both oral and written, between the parties with respect to the rendering of services by Contractor for Warren County, and contains all of the covenants and agreements between the parties with respect to the rendering of these services in any manner whatsoever. Each party acknowledges that no representations, inducements, promises or agreements, written or oral, have been made by either party, or by anyone acting on behalf of either party, that are not embodied in this Agreement. Any modification of this Agreement will be effective only if it is in a writing signed by the party to be charged.

12. *Severability.* The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

13. *Force Majeure.* If the performance of either party hereunder is delayed or prevented at any time due to circumstances beyond the control of the other, including, without limitation, those resulting from labor disputes, fire, floods, riots, civil disturbances, weather conditions, control exercised by a governmental entity, unavoidable casualties or acts of God or a public enemy, the performance of such party shall be excused for so long as the circumstance shall prevent such performance.

14. *Waiver.* No waiver by either party or any breach of any provision of this Agreement whether by conduct or otherwise, in any one or more instances shall be deemed to be or construed as further or continuing waiver of any such breach or as a waiver of any breach of

County [Ohio] Court of Common Pleas, General Division (unless the parties mutually agree in writing to mediation to be conducted in Warren County, Ohio). The parties irrevocably waive the right to bring or remove any and all disputes, interpretations, claims or causes of action of any kind in any other county, state or federal court. Should either party breach this exclusive venue provision, the breaching party shall pay the reasonable attorney's fees and court costs that the other party incurs relating to such action having to be removed to the Warren County [Ohio] Court of Common Pleas, General Division.

19. *Legal Binding.* Each party acknowledges that each has had a sufficient opportunity to read this entire document and have prior to signing it reviewed it with the assistance of legal counsel or have elected not to review it with the assistance of legal counsel, and further acknowledge each understands its contents and agrees to be bound by its terms.

20. *Execution by the Parties.*

**WARREN COUNTY:**

IN EXECUTION WHEREOF, the WARREN COUNTY BOARD OF COMMISSIONERS, on behalf of Warren County, has caused this Agreement to be executed by David G Young, its President on the date stated below, pursuant to Board Resolution No. 21-0627, dated 5/11/21.

WARREN COUNTY BOARD OF COMMISSIONERS

SIGNATURE: [Signature]  
NAME: David G Young  
TITLE: President  
DATE: 5/11/21

Approved as to form:

DAVID P. FORNSHELL  
PROSECUTING ATTORNEY  
WARREN COUNTY, OHIO

By: [Signature]  
Bruce A. McGary, Asst. Prosecutor  
Date: 5/13/21



## Schedule 2

### Fee Category and Rate

The following fee for the work outlined in Schedule 1 will be based upon actual time expended at the following billing rates:

Fee Category	Rate
Professional AHJ Plan Review consulting services	\$ 120.00 per hour

These fees do not include any related reimbursable expenses.

### Reimbursable Expenses

Reimbursable expenses are in addition to compensation for basic and additional services and include actual expenditures made by the firm or its professional consultants in the interest of the services provided (e.g., travel expenses, reproduction charges, overnight shipping costs, etc.). All reimbursable expenses are billed at cost. Automobile travel, unless other arrangements are made, is charged at time spent.

### Services Not in Scope

This proposal does not include services related to variances, equivalencies or appeals, which includes time associated with the research, the preparation of documents, or the presentation of documents associated with items requiring a variance.

### ALT Services Not in Scope

Any time for services not included in the Scope of Services above will be considered as Add Services, and be billed at the hourly rate listed above, unless an alternative billing arrangement is made.

### Additional Services

Should consultants or subcontractors be required for the project, consultant or subcontractor fees will be billed at cost.

## **Schedule 1**

### **Licensure and Certification, & Scope of Work**

#### **LICENSURE AND CERTIFICATION REQUIREMENTS:**

1. Master Plans Examiner Certification by State of Ohio Board of Building Standards.
2. Ohio driver's license.

#### **SCOPE OF WORK:**

1. Examines plans assigned by Chief Building Official or his designee for compliance with the Residential Code of Ohio and the Ohio Building Code with all Referenced Standards.
2. Maintains all required certificate(s) and license(s).
3. Follows all safety and health practices..
4. Stay current with new products introduced into the construction industry and knowledge of the approval process.

# Resolution

Number 21-0628

Adopted Date May 11, 2021

**AUTHORIZE ACCEPTANCE OF QUOTE FROM BUSINESS COMMUNICATIONS SPECIALISTS ON BEHALF OF WARREN COUNTY TELECOMMUNICATIONS FOR VIRTUAL LICENSES & SUPPORT FOR LYTLE TOWER**

WHEREAS, Business Communication Specialists will provide Virtual Licenses and Support for Warren County Telecom, as indicated on the attached quote for purchase; and

NOW THEREFORE BE IT RESOLVED, to accept quote from Business Communications Specialists on behalf of Warren County Telecommunications for Virtual Licenses and Support for standalone system at Lytle Tower; 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 11<sup>th</sup> day of May 2021.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: c/a—Business Communications Specialists  
Telecom (file)



# QUOTE

162 Main Street, Wadsworth, OH 44281  
 P: 330.335.7276 • F: 330.335.7275  
 www.bcslp.com

**Number** AAAQ15496  
**Date** Apr 22, 2021

Sold To	Ship To	Your Sales Rep
<b>Warren County</b> Paul Kindell 500 Justice Dr, LL Lebanon, OH 45036-2523 United States  <b>Phone</b> (513)695-1318 <b>Fax</b> (513)695-2973	<b>Warren County</b> Paul Kindell 500 Justice Dr, LL Lebanon, OH 45036-2523 United States  <b>Phone</b> (513)695-1318 <b>Fax</b> (513)695-2973	Bryon Palitto  330-335-7271 bryonp@palittoconsulting.com

Qty	Description	MSRP	Discount	Unit Price	Ext. Price
<b>Stand Alone HQ/Server /system for Lytle site</b>					
4	30139 Virtual SIP Trunk License - Qty 50	\$3,750.00	D40	\$2,250.00	\$9,000.00
1	30138 Virtual SIP Trunk License - Qty 25	\$2,125.00	D40	\$1,275.00	\$1,275.00
15	30137 Virtual SIP Trunk License - Qty 1	\$95.00	D40	\$57.00	\$855.00
<b>SubTotal</b>					<b>\$11,130.00</b>
10	30145 Connect Onsite Courtesy License: Includes Extension Only with no Connect client capability.	\$99.00	D40	\$59.40	\$594.00
1	94151P Mitel Partner Support - Prorated until anniversary date (5 Year No Phones plan)	\$0.00		\$513.00	\$513.00
40	VOIPCONS2014 Estimated hours remote off site (Bill as used)	\$0.00		\$125.00	\$5,000.00

**APPROVED AS TO FORM**

**Adam M. Nice**

**Asst. Prosecuting Attorney**

Source Well Contract # (022719-MBS)

This quote has been created based on the facts as Business Communication Specialists knows them regarding the environment being quoted at the time of the quote. The Client agrees to be responsible for the cost of any additional hardware, software, licenses and labor that are a result of a client change request to this quote.

Due to the rapidly changing nature of the computer and IT industry, quotes are guaranteed for 15 days.

See Standard Terms and Conditions for Payment Terms

<b>SubTotal</b>	\$17,237.00
<b>Tax</b>	\$0.00
<b>Shipping</b>	\$0.00
<b>Total</b>	<b>\$17,237.00</b>

Signature of Acceptance

Print Name: David G Young

Date: 5/11/21

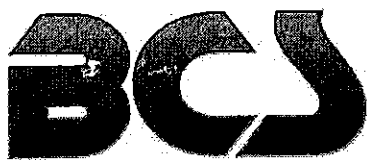
Signature: \*

RECEIVED 05/11/21

MPY3 '21 RCVE

Signatory has authority to execute the contract and hereby acknowledges and agrees that the terms and conditions contained within this Quote and Standard Terms and Conditions provided herewith, shall apply to all Customer-executed PO's. The parties agree that facsimile signatures shall be as effective as originals.





**BUSINESS  
COMMUNICATION  
SPECIALISTS**

162 Main Street  
Wadsworth, OH 44281  
Phone: 330.335.7276 Fax: 330.335.7275  
www.businesscommunicationspecialists.com

## **Warren County Standard Terms and Conditions**

Thank you for considering Business Communication Specialists (BCS) for your Voice Technology needs. The following are the specific terms of this proposal, with the responsibilities of each party noted. Any of the following terms or conditions that are addressed on this Standard Terms and Conditions will be superseded by the details as specified on the face of the proposal.

### **Payment Terms**

- 1) **Hardware and Software**: 100% of ShoreTel and Extreme hardware and software costs will be paid after delivery of the same (approximately 7 days after receipt of valid invoice).
- 2) **Maintenance, Installation, etc.**: 100% due upon project completion.

### **Rescheduling Fee**

BCS reserves the right to charge a rescheduling fee for scheduled implementations that are postponed by the customer on short notice. If the rescheduling occurs within 7 days of the scheduled time, the fee is \$1,000. If the rescheduling occurs between 8-14 days of the scheduled time, the fee is \$500.

### **Warranty & Additional Notes**

BCS sells only the highest quality of products. All items sold do not have a BCS warranty. Only the manufacturer's warranty will apply. Labor required to facilitate obtaining the warranty replacement will be invoiced according to current standard rates. *Keep all original boxes for the length of warranty per each manufacturer's user manual. BCS is not responsible to refund warranty items without the original box and all accessories. BCS disclaims any and all warranties, express or implied, including but not limited to all warranties of merchantability and fitness for use for a particular purpose with respect to any and all goods/services that are the subject of this contract.*

### **Technical Support**

Additional customer support is provided in a variety of ways depending on the nature of the need. This includes personal assistance over the telephone, on-site visits, remote connection to the users system through telecommunication software, fax back communication and by written documentation. This support is invoiced weekly in 15-minute increments using the applicable rate schedule, with a minimum of one hour for onsite visits. When incidental expense, including, but not limited to, travel, lodging, meals, etc., is incurred for the additional support, customer agrees to reimburse all reasonable costs.

### **License Agreement**

All licenses are a one-time fee with no recurring charges for use of the software as purchased and supplied.

### **Limit of Remedy:**

BCS's entire liability is limited to the amount paid by the customer under the terms of this Agreement and customer hereby waives any and all rights to consequential and/or punitive damages. This contract shall be construed in accordance with the laws of the State of Ohio without resort to conflict of laws principles. In the event that a claim/dispute arises between the parties with respect to this contract, the jurisdiction for this event will be in the County of Warren, Ohio.



# QUOTE

162 Main Street, Wadsworth, OH 44281  
 P: 330.335.7276 • F: 330.335.7275  
 www.bcsip.com

**Number** AAAQ15469-01  
**Date** Apr 19, 2021

Sold To	Ship To	Your Sales Rep
<b>Warren County</b> Paul Kindell 500 Justice Dr, LL Lebanon, OH 45036-2523 United States  <b>Phone</b> (513)695-1318 <b>Fax</b> (513)695-2973	<b>Warren County</b> Paul Kindell 500 Justice Dr, LL Lebanon, OH 45036-2523 United States  <b>Phone</b> (513)695-1318 <b>Fax</b> (513)695-2973	<b>Bryon Palitto</b>  330-335-7271 bryonp@palittoconsulting.com

Qty	Description	MSRP	Discount	Unit Price	Ext. Price
50	30153 Connect Onsite Essential to Standard Upgrade License Bundle	\$100.00	D40	\$60.00	\$3,000.00
4	30136 Virtual Phone Capacity License - Qty 200	\$5,000.00	D40	\$3,000.00	\$12,000.00
1	94151P ShoreCare Partner Support - Prorated until anniversary date (5 Year No Phones plan)	\$0.00		\$683.00	\$683.00

Source Well Contract # (022719-MBS)

This quote has been created based on the facts as Business Communication Specialists knows them regarding the environment being quoted at the time of the quote. The Client agrees to be responsible for the cost of any additional hardware, software, licenses and labor that are a result of a client change request to this quote.

Due to the rapidly changing nature of the computer and IT industry, quotes are guaranteed for 15 days.

See Standard Terms and Conditions for Payment Terms

<b>SubTotal</b>	\$15,683.00
<b>Tax</b>	\$0.00
<b>Shipping</b>	\$0.00
<b>Total</b>	<b>\$15,683.00</b>

Signature of Acceptance

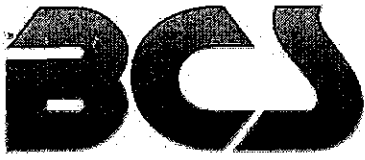
Print Name: David G Young Date: 5/11/21

Signature: \* [Signature]

RECEIVED 0MB0000

Signatory has authority to execute the contract and hereby acknowledges and agrees that the terms and conditions contained within this Quote and Standard Terms and Conditions provided herewith, shall apply to all Customer-executed PO's. The parties agree that facsimile signatures shall be as effective as originals.

**APPROVED AS TO FORM**  
[Signature]  
**Adam M. Nice**  
**Asst. Prosecuting Attorney**



**BUSINESS  
COMMUNICATION  
SPECIALISTS**

162 Main Street  
Wadsworth, OH 44281

Phone: 330.335.7276 Fax: 330.335.7275  
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# Resolution

Number 21-0629

Adopted Date April, 2021

AUTHORIZE THE DIRECTOR OF FACILITIES MANAGEMENT TO INITIATE NEGOTIATIONS OF A CRITERIA ARCHITECT SERVICES CONTRACT WITH VSWC ARCHITECTS FOR THE WARREN COUNTY COURT EXPANSION PROJECT.

WHEREAS, pursuant to Resolution 21-0395 adopted March 23, 2021, the Board issued a request for qualifications for criteria architect services associated with the Warren County Court Expansion Project; and

WHEREAS, pursuant to Resolution 21-0554 adopted April 27, 2021, the Board established an Evaluation Committee to review the request for qualifications submittals prior to selection by this Board; and

WHEREAS, the statements of qualifications were received, reviewed, and then scored by the Evaluation Committee based on the criteria set forth in the request for qualifications; and

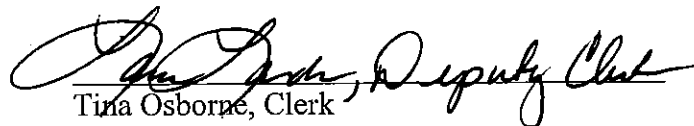
WHEREAS, based on the ranking by the Evaluation Committee, Director of Facilities Management Trevor Hearn requests authorization to begin contract negotiations with the top-ranked firm, VSWC Architects; and

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 11<sup>th</sup> day of May 2021.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Facilities Management  
OMB

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

# Resolution

Number 21-0630

Adopted Date May 4, 2021

## ACKNOWLEDGE RECEIPT OF APRIL 2021 FINANCIAL STATEMENT

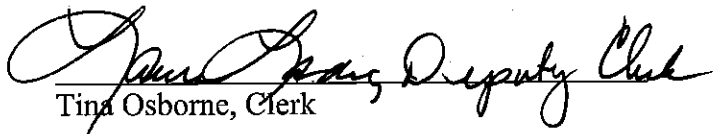
BE IT RESOLVED, to acknowledge receipt of the April 2021 County Financial Statement for Funds #1101 through #6650; as attached hereto and made a part hereof.

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 11<sup>th</sup> day of May 2021.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Auditor (file)   
S. Spencer  
Tina Osborne

# Financial Statement for 2021 Period 4



FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
1101	GENERAL FUND	53,307,729.03	17,290,832.34	6,524,707.55	64,073,853.82	190,191.82	64,264,045.64
2201	SENIOR CITIZENS SERVICE LEVY	9,742,808.44	3,882,026.15	541,138.07	13,083,696.52	0.00	13,083,696.52
2202	MOTOR VEHICLE	6,176,339.17	547,132.76	461,834.11	6,261,637.82	32,432.19	6,294,070.01
2203	HUMAN SERVICES	720,632.37	750,928.45	560,448.75	911,112.07	245,898.51	1,157,010.58
2204	COVID19 EMERGENCY RENTAL ASSIS	7,003,129.80	0.00	131,676.46	6,871,453.34	90,510.49	6,961,963.83
2205	BOARD OF DEVELOPMENTAL DISABIL	31,476,279.72	10,062,531.70	1,496,393.11	40,042,418.31	119,166.34	40,161,584.65
2206	DOG AND KENNEL	814,866.56	11,980.15	35,900.73	790,945.98	2,984.60	793,930.58
2207	LAW LIBRARY RESOURCES FUND	243,705.19	31,187.95	50,505.20	224,387.94	19,397.94	243,785.88
2208	CO&TRANSIT MEDICAID SALES TAX	835,463.72	0.00	0.00	835,463.72	0.00	835,463.72
2209	BOE ELECTIONS SECURITY GRANTS	26,701.42	15.69	0.00	26,717.11	0.00	26,717.11
2210	LOCAL CORONAVIRUS RELIEF FUND	660.68	0.00	0.00	660.68	0.00	660.68
2215	VETERAN'S MEMORIAL	4,692.84	254.00	0.00	4,946.84	0.00	4,946.84
2216	RECORDER TECH FUND 317.321	457,971.54	17,858.75	14,718.04	461,112.25	212.05	461,324.30
2217	BOE TECHNOLOGY FUND 3501.17	1,833,096.19	32,544.97	0.00	1,865,641.16	0.00	1,865,641.16
2218	COORDINATED CARE	715,639.46	51,791.34	39,201.50	728,229.30	13,176.00	741,405.30
2219	WIRELESS 911 GOVERNMENT ASSIST	342,432.42	18,773.08	17,027.81	344,177.69	0.00	344,177.69
2220	CP INDIGENT DRVR INTRLK/MONITG	7,201.15	518.17	0.00	7,719.32	0.00	7,719.32
2221	CC/MC INDIGENT DRIVER INTERLOC	109,685.60	1,399.48	0.00	111,085.08	0.00	111,085.08
2222	JUV INDIGENT DRIVER INTERLOCK	1,894.87	50.00	0.00	1,944.87	0.00	1,944.87
2223	PROBATE/JUVENILE SPECIAL PROJ	258,408.38	4,049.27	3,260.55	259,197.10	0.00	259,197.10
2224	COMMON PLEAS SPECIAL PROJECTS	200,845.24	7,340.00	54,018.46	154,166.78	500.00	154,666.78
2227	PROBATION SUPERVISION 2951.021	676,462.95	8,476.20	3,855.00	681,084.15	955.00	682,039.15
2228	MENTAL HEALTH GRANT	96,914.69	240.00	480.00	96,674.69	240.00	96,914.69
2229	MUNICIPAL MOTOR VEH PERMIS TAX	2,311,588.45	53,162.37	0.00	2,364,750.82	0.00	2,364,750.82
2231	CO LODGING ADD'L 1%	45,470.80	74,911.50	45,470.80	74,911.50	0.00	74,911.50
2232	COUNTY LODGINGS TAX (FKA 7731)	136,412.10	224,814.22	136,412.10	224,814.22	0.00	224,814.22
2233	DOMESTIC SHELTER	7,765.00	2,960.00	0.00	10,725.00	0.00	10,725.00

# Financial Statement for 2021 Period 4



FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
2237	REAL ESTATE ASSESSMENT	5,487,833.87	1,506,256.13	122,072.68	6,872,017.32	140.55	6,872,157.87
2238	WORKFORCE INVESTMENT BOARD	38,761.96	261,265.47	35,561.25	264,466.18	23,393.00	287,859.18
2243	JUVENILE GRANTS	325,057.64	7,639.16	8,360.74	324,336.06	0.00	324,336.06
2245	CRIME VICTIM GRANT FUND	9,958.83	5,709.09	8,156.86	7,511.06	0.00	7,511.06
2246	JUVENILE INDIGENT DRIVER ALCOH	23,773.72	58.50	0.00	23,832.22	0.00	23,832.22
2247	FELONY DELINQUENT CARE/CUSTODY	610,635.11	700.00	86,193.98	525,141.13	50.60	525,191.73
2248	TAX CERTIFICATE ADMIN FUND	28,829.86	357.88	42.00	29,145.74	0.00	29,145.74
2249	DTAC-DELINQ TAX & ASSESS COLLE	536,054.61	182,325.74	19,755.40	698,624.95	0.00	698,624.95
2250	CERT OF TITLE ADMIN FUND	4,511,152.75	239,404.91	117,889.20	4,632,668.46	6,972.45	4,639,640.91
2251	COAP GRANT - OPIOD ABUSE PROG	301,898.23	98,101.77	2,132.49	397,867.51	57,701.00	455,568.51
2252	WC TECHNOLOGY CRIMES UNIT	0.00	0.00	0.00	0.00	0.00	0.00
2253	COUNTY COURT PROBATION DEPT	0.00	0.00	0.00	0.00	0.00	0.00
2254	CCMEP/TANF	66,860.28	24,576.00	28,500.92	62,935.36	164.44	63,099.80
2255	MUNICIPAL VICTIM WITNESS FUND	115,592.74	0.00	9,163.58	106,429.16	0.00	106,429.16
2256	WARREN COUNTY SOLID WASTE DIST	1,174,960.30	16,307.19	16,502.22	1,174,765.27	743.81	1,175,509.08
2257	OHIO PEACE OFFICER TRAINING	83,007.00	0.00	0.00	83,007.00	0.00	83,007.00
2258	WORKFORCE INVESTMENT ACT FUND	44,418.08	65,897.46	59,096.49	51,219.05	24,419.15	75,638.20
2259	JTPA	1,675.19	0.00	0.00	1,675.19	0.00	1,675.19
2260	OHIO WORKS INCENTIVE PROGRAM	0.00	0.00	0.00	0.00	0.00	0.00
2261	PASS THROUGH GRANTS	200.01	0.00	0.00	200.01	0.00	200.01
2262	COMMUNITY CORRECTIONS MONITORI	648,061.68	38,135.65	23,725.35	662,471.98	230.00	662,701.98
2263	CHILD SUPPORT ENFORCEMENT	829,779.62	287,521.56	324,243.40	793,057.78	3,057.20	796,114.98
2264	EMERGENCY MANAGEMENT AGENCY	210,649.13	0.00	21,015.67	189,633.46	672.00	190,305.46
2265	COMMUNITY DEVELOPMENT	560,681.15	100,566.39	102,039.35	559,208.19	17,363.00	576,571.19
2266	COMM DEV-ENT ZONE MONITOR FEES	105,563.00	0.00	0.00	105,563.00	0.00	105,563.00
2267	LOEB FOUNDATION GRANT	16,283.00	0.00	16,283.00	0.00	0.00	0.00
2268	INDIGENT GUARDIANSHIP FUND	225,750.17	2,775.00	304.25	228,220.92	0.00	228,220.92

# Financial Statement for 2021 Period 4



FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
2269	INDIGENT DRIVER ALCOHOL TREATM	630,740.51	5,709.57	0.00	636,450.08	0.00	636,450.08
2270	JUVENILE TREATMENT CENTER	337,190.65	13,902.01	122,136.52	228,956.14	100.10	229,056.24
2271	DTAC-PROSECUTOR ORC 321.261	108,235.72	181,912.82	20,180.16	269,968.38	0.00	269,968.38
2272	CP INDIGENT DRVR ALC TREATMT	11,586.08	0.00	0.00	11,586.08	0.00	11,586.08
2273	CHILDREN SERVICES	8,918,343.74	677,191.83	675,861.48	8,919,674.09	82,439.36	9,002,113.45
2274	COUNTY COURT COMPUTR 1907.261A	66,804.02	1,221.00	27.00	67,998.02	0.00	67,998.02
2275	COUNTY CRT CLK COMP 1907.261B	14,383.67	3,090.00	315.00	17,158.67	0.00	17,158.67
2276	PROBATE COMPUTER 2101.162	86,314.76	705.00	0.00	87,019.76	0.00	87,019.76
2277	PROBATE CLERK COMPUTR 2101.162	232,709.01	2,350.00	0.00	235,059.01	0.00	235,059.01
2278	JUVENILE CLK COMPUTR 2151.541	21,414.84	1,561.27	0.00	22,976.11	0.00	22,976.11
2279	JUVENILE COMPUTER 2151.541	39,865.48	464.52	0.00	40,330.00	0.00	40,330.00
2280	COMMON PLEAS COMPUTER 2303.201	56,391.74	1,758.00	0.00	58,149.74	0.00	58,149.74
2281	DOMESTIC REL COMPUTER 2301.031	10,619.70	162.00	0.00	10,781.70	0.00	10,781.70
2282	CLERK COURTS COMPUTER 2303.201	238,351.81	6,238.00	0.00	244,589.81	0.00	244,589.81
2283	COUNTY CT SPEC PROJ 1907.24B1	1,827,488.33	18,912.17	10,096.31	1,836,304.19	442.10	1,836,746.29
2284	COGNITIVE INTERVENTION PROGRAM	361,927.70	12,884.19	7,963.05	366,848.84	2,014.65	368,863.49
2285	CONCEALED HANDGUN LICENSE	784,150.11	10,318.75	15,925.30	778,543.56	185.98	778,729.54
2286	SHERIFF-DRUG LAW ENFORCEMENT	13,785.04	150.00	784.89	13,150.15	2,300.03	15,450.18
2287	SHERIFF-LAW ENFORCEMENT TRUST	128,205.81	0.00	2,639.15	125,566.66	488.80	126,055.46
2288	COMM BASED CORRECTIONS DONATIO	7,765.63	0.00	0.00	7,765.63	0.00	7,765.63
2289	COMMUNITY BASED CORRECTIONS	99,653.54	247,497.00	134,505.87	212,644.67	2,881.25	215,525.92
2290	HAZ MAT EMERG PLAN SPEC FUND	3.84	0.00	0.00	3.84	0.00	3.84
2291	SHERIFF-D.A.R.E. PROGRAM	1,163.53	0.00	0.00	1,163.53	0.00	1,163.53
2292	TRAFFIC SAFETY PROGRAM-SHERIFF	0.00	0.00	0.00	0.00	0.00	0.00
2293	SHERIFF GRANTS	75,638.50	0.00	36,981.65	38,656.85	31,268.75	69,925.60
2294	SHERIFF DARE LAW ENFORC GRANT	8,986.61	8,986.61	17,973.22	0.00	0.00	0.00
2295	TACTICAL RESPONSE UNIT	15,142.34	0.00	0.00	15,142.34	0.00	15,142.34



# Financial Statement for 2021 Period 4



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2296	COMP REHAB DWNPMPT ASST COMMDEV	47,144.73	0.00	0.00	47,144.73	0.00	47,144.73
2297	ENFORCEMT & EDUCATN 4511.19G5A	120,703.43	955.00	0.00	121,658.43	0.00	121,658.43
2298	REHAB INC FUNDS	79,776.74	0.00	0.00	79,776.74	0.00	79,776.74
2299	COUNTY TRANSIT	1,016,069.31	270,196.00	91,475.98	1,194,789.33	73,751.81	1,268,541.14
3327	BOND RETIREMENT SPECIAL ASSMT	104,547.72	141,164.90	0.00	245,712.62	0.00	245,712.62
3360	STATE OPWC LOAN	112,715.70	0.00	0.00	112,715.70	0.00	112,715.70
3368	2013 RADIO SYSTEM BONDS	918,271.25	0.00	0.00	918,271.25	0.00	918,271.25
3384	TAX INCREMENT FINANCING - P&G	885,399.78	0.00	0.00	885,399.78	0.00	885,399.78
3393	RID BOND GREENS OF BUNNEL	2,845,850.00	271,850.12	2,991.64	3,114,708.48	0.00	3,114,708.48
3395	JAIL BONDS 2019	5,047,254.09	0.00	0.00	5,047,254.09	0.00	5,047,254.09
4401	COUNTY WIDE FINANCIAL SOFTWARE	212,155.46	0.00	0.00	212,155.46	0.00	212,155.46
4430	DEFAULTED SUBDIVISION SPEC ASM	399,158.40	0.00	0.00	399,158.40	0.00	399,158.40
4431	SOCIALVILLEFOSTERSBRIDGE&WALL	0.00	0.00	0.00	0.00	0.00	0.00
4432	EDWARDSVILLE ROAD BRIDGE	31,044.12	0.00	0.00	31,044.12	0.00	31,044.12
4433	MIDDLEBORO RD BRIDGE REHAB	0.00	0.00	0.00	0.00	0.00	0.00
4434	LIBERTY WAY/MASON RD TURN LANE	71,801.96	0.00	0.00	71,801.96	0.00	71,801.96
4435	STROUT RD BRIDGE 207-0.02	0.00	0.00	0.00	0.00	0.00	0.00
4436	ZOAR RD IMPROVEMENT PROJECT	0.00	0.00	0.00	0.00	0.00	0.00
4437	KING AVE BRIDGE PROJECT	-37,703.04	500,000.00	24,726.94	437,570.02	24,726.94	462,296.96
4438	NB COLUMBIA/3C RIGHT TURN LN	18,796.69	0.00	0.00	18,796.69	0.00	18,796.69
4439	VARIOUS WATER ASSESSMENT PROJE	0.00	0.00	0.00	0.00	0.00	0.00
4449	VARIOUS SEWER ASSESSMENT PROJE	0.00	0.00	0.00	0.00	0.00	0.00
4450	ESTATES OF KEEVER CREEK ROAD P	0.00	0.00	0.00	0.00	0.00	0.00
4451	ROAD INFRASTRUCTURE	14,500,000.00	0.00	0.00	14,500,000.00	0.00	14,500,000.00
4453	OLD 122 & TWP LINE RD ROUNDABO	0.00	0.00	0.00	0.00	0.00	0.00
4454	FIELDS-ERTEL RD IMPROV PROJ	499,178.99	0.00	0.00	499,178.99	0.00	499,178.99
4455	PHASE II ROAD RESURFACING	0.00	0.00	0.00	0.00	0.00	0.00

# Financial Statement for 2021 Period 4



FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
4463	FIELDS-ERTEL AND COLUMBIA ROAD	0.00	0.00	0.00	0.00	0.00	0.00
4467	COUNTY CONST PROJECTS	7,495,489.88	0.00	17,398.00	7,478,091.88	0.00	7,478,091.88
4479	AIRPORT CONSTRUCTION	950,788.61	0.00	0.00	950,788.61	0.00	950,788.61
4484	P&G TIF ROAD CONSTRUCTION	0.00	1,784,581.46	18,716.14	1,765,865.32	0.00	1,765,865.32
4485	MIAMI VALLEY GAMING TIF	183,781.63	589,264.60	20,082.21	752,964.02	13,902.18	766,866.20
4489	TOWNE CENTER BLVD EXTENSION	0.00	0.00	0.00	0.00	0.00	0.00
4492	COMMUNICATION PROJECTS	3,507,186.66	0.00	231,477.00	3,275,709.66	987.40	3,276,697.06
4493	REDEVELOPMENT TAX EQUIV FUND	2,025,857.33	0.00	11,725.96	2,014,131.37	0.00	2,014,131.37
4494	COURTS BUILDING	1,951,208.10	0.00	5,353.33	1,945,854.77	0.00	1,945,854.77
4495	JAIL CONSTRUCTION SALES TAX	24,876,597.72	902,046.34	1,605,982.07	24,172,661.99	1,596,568.71	25,769,230.70
4496	JUVENILE DETENTION ADDN & RENO	281,460.94	0.00	0.00	281,460.94	0.00	281,460.94
4497	JAIL CONSTRUCTION & REHAB	9,961,558.75	0.00	0.00	9,961,558.75	0.00	9,961,558.75
4498	COUNTY FAIRGROUNDS CONSTRUCTN	0.00	0.00	0.00	0.00	0.00	0.00
4499	JUVENILE/PROBATE CT EXPANSION	287,507.59	0.00	0.00	287,507.59	0.00	287,507.59
5510	WATER REVENUE	34,322,071.44	1,647,919.65	816,714.10	35,153,276.99	81,950.06	35,235,227.05
5574	LOWER LITTLE MIAMI WASTEWATER	0.00	0.00	0.00	0.00	0.00	0.00
5575	SEWER CONST PROJECTS	2,722,808.38	1,600.30	651,543.19	2,072,865.49	52,917.22	2,125,782.71
5580	SEWER REVENUE	28,789,190.05	1,420,307.37	744,058.95	29,465,438.47	231,864.91	29,697,303.38
5581	SEWER IMPROV-WC VOCATIONAL SCH	239,040.88	0.00	2,852.39	236,188.49	0.00	236,188.49
5583	WATER CONST PROJECTS	4,994,923.51	1,309,519.39	2,244,016.21	4,060,426.69	6,237.06	4,066,663.75
5590	STORM WATER TIER 1	111,570.43	169,254.73	1,669.91	279,155.25	0.00	279,155.25
6619	VEHICLE MAINTENANCE ROTARY	215,080.32	44,502.79	39,879.22	219,703.89	19,323.87	239,027.76
6630	SHERIFF'S POLICING REVOLV FUND	1,529,411.54	9,333.46	531,116.58	1,007,628.42	0.00	1,007,628.42
6631	COMMUNICATIONS ROTARY	312,894.54	2,788.62	2,300.02	313,383.14	0.00	313,383.14
6632	HEALTH INSURANCE	3,495,202.29	873,282.98	836,267.38	3,532,217.89	49,330.03	3,581,547.92
6636	WORKERS COMP SELF INSURANCE	1,830,836.82	0.00	26,737.09	1,804,099.73	8,997.28	1,813,097.01
6637	PROPERTY & CASUALTY INSURANCE	333,249.28	0.00	255,136.00	78,113.28	255,061.00	333,174.28

# Financial Statement for 2021 Period 4



FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
6650	GASOLINE ROTARY	206,972.31	66,435.21	72,248.02	201,159.50	19,518.11	220,677.61
7707	P.E.R.S. ROTARY	2,741.88	0.00	0.00	2,741.88	0.00	2,741.88
7708	TOWNSHIP FUND	9,832.20	27,293,130.25	27,302,962.45	0.00	0.00	0.00
7709	CORPORATION FUND	16,004.61	9,725,259.02	9,725,984.90	15,278.73	1,686.81	16,965.54
7713	WATER-SEWER ROTARY FUND	165,944.41	3,271,547.88	3,103,166.35	334,325.94	0.00	334,325.94
7714	PAYROLL ROTARY	218,057.84	4,429,914.05	3,730,083.92	917,887.97	781,368.82	1,699,256.79
7715	NON PARTICIPANT ROTARY	5,792.40	3,475.44	5,792.40	3,475.44	0.00	3,475.44
7716	SCHOOL	0.00	66,084,479.04	66,084,479.04	0.00	0.00	0.00
7717	UNDIVIDED GENERAL TAX	143,531,907.85	1,038,512.53	137,479,568.47	7,090,851.91	3,283.94	7,094,135.85
7718	TANGIBLE PERSONAL PROPERTY.	0.00	0.00	0.00	0.00	0.00	0.00
7719	TRAILER (LIKE REAL ESTATE) TAX	66,265.36	5,486.14	0.00	71,751.50	0.00	71,751.50
7720	LOCAL GOVERNMENT FUND	0.00	305,254.54	305,254.54	0.00	0.00	0.00
7721	SPECIAL DISTRICTS	0.00	795,887.07	795,887.07	0.00	1,873.21	1,873.21
7722	CIGARETTE LICENSE TAX	146.86	0.00	0.00	146.86	0.00	146.86
7723	GASOLINE TAX	0.00	440,443.45	440,443.45	0.00	0.00	0.00
7724	WC PORT AUTHORITY FUND	132,518.13	302,531.26	0.00	435,049.39	0.00	435,049.39
7725	UNDIVIDED WIRELESS 911 GOV ASS	14,985.30	37,546.16	33,758.38	18,773.08	14,985.30	33,758.38
7726	MOTOR VEHICLE LICENSE TAX	0.00	1,037,293.35	1,037,293.35	0.00	0.00	0.00
7727	RE RATE CORRECT/REFUNDS	0.00	0.00	0.00	0.00	0.00	0.00
7728	TREASURER TAX REFUNDS	186,580.61	361,394.13	148,900.89	399,073.85	63,012.99	462,086.84
7729	CORONAVIRUS RELIEF DIST FUND	0.00	0.00	0.00	0.00	0.00	0.00
7731	COUNTY LODGING TAX	0.01	0.00	0.01	0.00	0.00	0.00
7734	REAL ESTATE ADVANCE PAYMENT	13,242.30	0.00	0.00	13,242.30	0.00	13,242.30
7740	TRAILER TAX	0.00	0.00	0.00	0.00	0.00	0.00
7741	LIFE INSURANCE	19,517.37	10,479.00	10,248.62	19,747.75	0.00	19,747.75
7742	LIBRARIES	0.00	2,779,765.25	2,779,765.25	0.00	0.00	0.00
7744	ARMCO PARK TOURNAMENT FEES	0.00	134.00	134.00	0.00	134.00	134.00

# Financial Statement for 2021 Period 4



FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
7790	FORFEITED LAND EXCESS SALE PRO	0.00	0.00	0.00	0.00	0.00	0.00
7792	ZONING & BLDG BOND FUND	0.00	0.00	0.00	0.00	0.00	0.00
7793	HOUSING TRUST AUTHORITY	0.00	183,718.80	0.00	183,718.80	0.00	183,718.80
7795	UNDIVIDED INDIGENT FEES	0.00	3,469.00	3,469.00	0.00	693.80	693.80
7796	MUNICIPAL ORD VIOLATION INDIGE	7,627.21	111.20	1,350.00	6,388.41	250.00	6,638.41
7797	NEW UNDIVIDED AUCTION PROCEEDS	0.00	26,326.44	26,326.44	0.00	462.50	462.50
7798	OLD ZONING & BLDG BOND FUND	138,020.47	0.00	0.00	138,020.47	0.00	138,020.47
8843	UNCLAIMED MONEY	718,838.28	0.00	0.00	718,838.28	0.00	718,838.28
8855	CH.SERV.SCHEURER SMITH TRUST	43,609.59	0.00	0.00	43,609.59	0.00	43,609.59
9911	WARREN CO HEALTH DISTRICT	7,317,158.53	1,795,822.26	742,133.15	8,370,847.64	46,178.99	8,417,026.63
9912	FOOD SERVICE	326,301.88	29,002.00	7,009.60	348,294.28	104.11	348,398.39
9915	PLUMBING BOND-HEALTH DEPT.	15,000.00	0.00	500.00	14,500.00	500.00	15,000.00
9916	STATE REGULATED SEWAGE PROGRAM	214,742.53	22,495.43	479.00	236,758.96	30.00	236,788.96
9925	SOIL & WATER CONSERVATION DIST	843,139.14	90,033.00	90,560.64	842,611.50	813.75	843,425.25
9928	REGIONAL PLANNING	305,504.21	7,191.00	45,668.49	267,026.72	637.00	267,663.72
9938	WARREN COUNTY PARK DISTRICT	580,911.57	76,508.16	53,810.54	603,609.19	4,593.46	608,202.65
9944	ARMCO PARK	367,518.25	106,561.54	140,233.79	333,846.00	9,318.86	343,164.86
9953	WATER SYSTEM FUND	39,581.23	2,080.00	2,625.15	39,036.08	145.00	39,181.08
9954	MENTAL HEALTH RECOVERY BOARD	11,513,553.80	4,540,923.40	1,636,519.47	14,417,957.73	369,048.96	14,787,006.69
9961	HEALTH GRANT FUND	1,256,256.74	250,364.42	110,850.08	1,395,771.08	132.39	1,395,903.47
9963	CAMPGROUNDS	4,684.20	1,342.00	0.00	6,026.20	0.00	6,026.20
9976	HEALTH - SWIMMING POOL FUND	129,798.74	72,419.00	0.00	202,217.74	0.00	202,217.74
9977	DRUG TASK FORCE COG	886,281.47	16,843.30	5,755.09	897,369.68	213.20	897,582.88
9996	WC FIRE RESPONSE LIFE SAFETY	0.00	0.00	0.00	0.00	0.00	0.00
Total		476,694,281.46	173,136,191.71	277,875,237.91	371,955,235.26	4,918,244.20	376,873,479.46

It is hereby certified, that the foregoing is a true and accurate statement of the finances of Warren County, Ohio, for April, 2021 showing the balance on hand in cash in each fund at the beginning of the month, the amount received to each, the amount disbursed from each, the balance remaining to the credit of each, and the balance of money in the treasury and depository.

# Financial Statement for 2021 Period 4



FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
7745	STATE	2,500.02	3,709.15	2,500.02	3,709.15	2,500.02	6,209.17
7746	MIAMI CONSERVANCY DISTRICT FUN	0.00	0.00	0.00	0.00	0.00	0.00
7747	ADVANCE ESTATE TAX	944.44	0.00	0.00	944.44	0.00	944.44
7751	UNDIVIDED INTEREST	711,634.96	325,923.74	1,037,558.70	0.00	0.00	0.00
7754	OHIO ELECTIONS COMMISSION FUND	0.00	85.00	85.00	0.00	85.00	85.00
7756	SEWER ROTARY	123,105.00	74,236.00	107,906.00	89,435.00	0.00	89,435.00
7758	WIA PASS THROUGH TO BUTLER/CLE	0.00	123,341.76	123,341.76	0.00	0.00	0.00
7761	OUTSIDE ENTITY FLOWTHRU	0.00	0.00	0.00	0.00	0.00	0.00
7765	RECORDER'S ESCROW FUND	25,643.28	251.00	1,455.50	24,438.78	0.00	24,438.78
7766	ESCROW ROTARY	905,877.99	0.00	0.00	905,877.99	0.00	905,877.99
7767	UNIDENTIFIED DEPOSITS	0.00	0.00	0.00	0.00	0.00	0.00
7768	RE TAX PYMT PRO/PRE/SALES	404.97	394.32	0.00	799.29	0.00	799.29
7769	BANKRUPTCY POST PETITION CONDU	9,190.55	2,252.30	0.00	11,442.85	0.00	11,442.85
7773	SEX OFFENDER REGISTRATION FEE	0.00	0.00	0.00	0.00	0.00	0.00
7774	ARSON OFFENDER REGISTR FEE	220.00	0.00	0.00	220.00	0.00	220.00
7775	UNDIVIDED SHERIFF WEB CHECK FE	15,545.00	15,363.50	14,263.75	16,644.75	0.00	16,644.75
7776	UNDIVIDED EVIDENCE SHERIFF	108,032.50	7,108.98	554.10	114,587.38	121.61	114,708.99
7777	UNDIVIDED FEDERAL & STATE FORF	0.00	0.00	0.00	0.00	0.00	0.00
7778	COURT ORDERED SHERIFF SALES	47,144.11	286,800.00	299,800.00	34,144.11	201,174.54	235,318.65
7779	UNDIVIDED DRUG TASK FORCE SEIZ	100,525.84	12,958.08	2,437.51	111,046.41	0.00	111,046.41
7781	REFUNDABLE DEPOSITS	442,089.75	22,630.27	16,377.04	448,342.98	7,066.20	455,409.18
7782	SHERIFF - LOST/ABANDONED PROPE	44.34	0.00	0.00	44.34	0.00	44.34
7785	MASSIE WAYNE CAPACITY FEES	0.00	0.00	0.00	0.00	0.00	0.00
7786	PMT IN LIEU OF TAXES	0.00	0.00	0.00	0.00	0.00	0.00
7787	UNDIVIDED INCOME TAX-REAL PROP	3,360.99	0.00	0.00	3,360.99	0.00	3,360.99
7788	UNDIVIDED PUBLIC UTILITY DEREG	0.00	0.00	0.00	0.00	0.00	0.00
7789	FORFEITED LAND	0.00	0.00	0.00	0.00	0.00	0.00

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

# Resolution

Number 21-0631

Adopted Date May 11, 2021

## ACKNOWLEDGE PAYMENT OF BILLS

BE IT RESOLVED, to acknowledge payment of bills from 5/4/21 and 5/6/21 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 11<sup>th</sup> day of May 2021.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

/tao

cc: Auditor

# Resolution

Number 21-0632

Adopted Date May 11, 2021

APPROVE A STREET AND APPURTENANCES (INCLUDING SIDEWALKS) BOND RELEASE FOR FISCHER DEVELOPMENT COMPANY FOR COMPLETION OF IMPROVEMENTS IN MIAMI BLUFFS, SECTION SEVENTEEN SITUATED IN HAMILTON TOWNSHIP

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

## BOND RELEASE

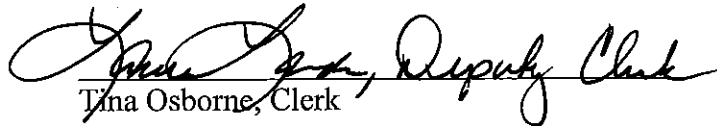
Bond Number	:	17-015 (P/S-M)
Development	:	Miami Bluffs, Section Seventeen
Developer	:	Fischer Development Company
Township	:	Hamilton
Amount	:	\$32,321.14
Surety Company	:	RLI Insurance Company (CMS 0326609)

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 11<sup>th</sup> day of May 2021.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Fischer Dev. Co, Attn: Laura Greathouse, 3940 Olympic Blvd, Ste 100, Erlanger, KY 41018  
RLI Insurance Co., 525 W. Van Buren, Ste 350, Chicago, IL 60607  
Engineer (file)  
Bond Agreement file

# Resolution

Number 21-0633

Adopted Date May 11, 2021

APPROVE BLUFFTON TERRACE DRIVE AND INDIAN BLUFFS CIRCLE IN MIAMI BLUFFS, SECTION SEVENTEEN FOR PUBLIC MAINTENANCE BY HAMILTON TOWNSHIP

WHEREAS, the Warren County Engineer has verified that Bluffton Terrace Drive and Indian Bluffs Circle has been constructed in compliance with the approved plans and specifications; and

Street Number	Street Name	Street Width	Street Mileage
1485-T	Bluffton Terrace Drive	0'-29'-0'	0.031
1490-T	Indian Bluffs Circle	0'-29'-0'	0.154

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

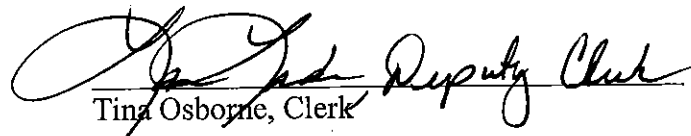
BE IT FURTHER RESOLVED, that the Clerk of the Board of Commissioners certify a copy of this resolution to the County Engineer, Warren County, Ohio.

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 11<sup>th</sup> day of May 2021.

BOARD OF COUNTY COMMISSIONERS

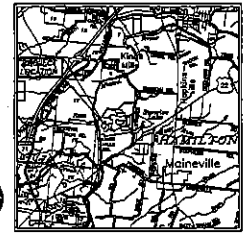
  
Tina Osborne, Clerk

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



# MIAMI BLUFFS SECTION SEVENTEEN

SITUATED IN M.S. #1548  
HAMILTON TOWNSHIP  
WARREN COUNTY, OHIO  
APRIL, 2017



### DEED REFERENCE

SITUATED IN M.S. #1548, HAMILTON TOWNSHIP, WARREN COUNTY, OHIO, AND BEING ALL OF 7.888 ACRES AS COMPREHEIVED BY FROCHER DEVELOPMENT COMPANY AS RECORDED IN DOCUMENT NUMBER 2017-007248 AS RECORDED IN THE DEED RECORDS OF WARREN COUNTY, OHIO.

THE WITHIN SUBDIVISION IS SUBJECT TO THE DECLARATIONS OF COVENANTS, CONDITIONS, AND RESTRICTIONS AND RESERVATION OF EASEMENTS FOR MIAMI BLUFFS HOMEOWNERS ASSOCIATION WHICH IS RECORDED IN THE DEED RECORDS OF WARREN COUNTY, OHIO COMMENCING WITH OFFICIAL RECORD 2888, PAGE 8M, AND THE ARTICLES OF INCORPORATION AND CODES OF REGULATIONS FOR THE ASSOCIATION, SAID DECLARATION MAY BE AMENDED, SAID AMENDMENTS RECORDED IN THE DEED RECORDS OF WARREN COUNTY, OHIO.

### DEDICATION

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

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

THE ABOVE PUBLIC UTILITY EASEMENTS ARE FOR THE BENEFIT OF ALL PUBLIC UTILITY PROVIDERS INCLUDING, BUT NOT LIMITED TO DUKE ENERGY, CINCINNATI BELL, CHARTER COMMUNICATIONS, AND WARREN COUNTY.

ALL PERSONS INTERESTED IN THIS PLAT AS OWNERS HAVE LIMITED IN ITS DEDICATION, SIGNED AND ACKNOWLEDGED IN THE PRESENCE OF

### OWNER FROCHER DEVELOPMENT COMPANY

BY: *Christina Szeplak*  
NAME: *Christina Szeplak*  
TITLE: *President*  
WITNESSES: *David J. Bollen*

### STATE OF KENTUCKY COUNTY OF BOONE

BE REMEMBERED THAT ON THIS 11 DAY OF April, 2017 BEFORE ME A NOTARY PUBLIC IN AND FOR THE COUNTY AND STATE PERSONALLY CAME FROCHER DEVELOPMENT COMPANY, A KENTUCKY CORPORATION AS REPRESENTED BY *Christina Szeplak*, ITS PRESIDENT, ACKNOWLEDGED THE SIGNING AND DEDICATION OF THE FOREGOING INSTRUMENT TO BE HER VOLUNTARY ACT AND DEED, IN TESTIMONY WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY NOTARIAL SEAL ON THE DAY AND YEAR LAST EXPRESSED.

### NOTARY PUBLIC

BY COMMISSION EXPIRES: 9-21-2024



### SURVEYORS CERTIFICATION

I HEREBY CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THE ACCOMPANYING PLAT IS A CORRECT RETURN OF A SURVEY MADE UNDER MY DIRECTION:

*Brayton Johnson* 8/14/2017  
DATE  
PROFESSIONAL SURVEYOR 1644 IN THE STATE OF OHIO



### SETBACKS

FRONT YARD = 40'  
REAR YARD = 40'  
SIDE YARD = 10' (TOTAL 25')

### ROAD WAY DATA

BLUFFTON TERRACE DRIVE 168.75 LF. 0.177 AC.  
INDIAN BLUFFS CIRCLE 214.19 LF. 0.585 AC.

### ACREAGE TABLE

LOTS 4.778 ACRES  
OPEN SPACE 0.551 ACRES  
RIGHT OF WAY 0.629 ACRES  
TOTAL SECTION 18 7.958 ACRES

### ACREAGE

LOT #	ACRES	SIDEWELLS
362	0.028	16.11 330.028
363	0.028	16.11 330.028
364	0.028	16.11 330.028
365	0.028	16.11 330.028
366	0.028	16.11 330.028
367	0.028	16.11 330.028
368	0.028	16.11 330.028
369	0.028	16.11 330.028
370	0.028	16.11 330.028
371	0.028	16.11 330.028
372	0.028	16.11 330.028
373	0.028	16.11 330.028
374	0.028	16.11 330.028
375	0.028	16.11 330.028
376 (OPEN SPACE)	0.551	16.11 100-0.85

### CURVE TABLE

Curve	Delta	Radius	Length	Chord
C-1	371°41'	335.00'	19.07'	388.92 07°W 19.07'

### LINE TABLE

Line	Direction	Distance
L-1	S12°18'32"W	160.44
L-2	S28°04'31"W	332.27
L-3	N85°50'54"W	275.47
L-4	N02°28'30"W	318.29
L-5	N03°52'18"E	445.10
L-6	N03°29'23"E	223.42
L-7	N84°32'44"E	184.78
L-8	S84°32'09"E	25.00
L-9	S00°11'00"E	103.28
L-10	S20°01'45"E	156.79
L-11	S15°50'17"E	136.00
L-12	S03°35'44"E	30.00

### DRAINAGE STATEMENT

ALL COMMON PROPERTY LINES SHALL HAVE EITHER A FOOT DRAINAGE BASEMENTS ON A 2 FOOT DRAINAGE BASEMENT. THE DRAINAGE EASEMENT SHALL BE MAINTAINED BY LOT OWNERS. WITHIN THE EASEMENTS, NO STRUCTURES, PLANTINGS, FENCES, OR OTHER MATERIALS 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, DITCHES OR WATERCOURSE WITHIN THE EASEMENT AREA, UNLESS NOTED OTHERWISE ON THIS PLAT. HOWEVER, IF THE PLATED 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 PERFECT THE EASEMENT AREA AND, IN ACCORDANCE WITH SECTION 5810.01 OF THE OHIO REVISED CODE, MAY REMOVE OR CAUSE THE REMOVAL OF AN OBSTRUCTION ADVERSELY IMPACTING AN AREA WITHIN THE PUBLIC RIGHT-OF-WAY.

UNLESS THE EXPIRATION OF THE DEVELOPERS PUBLIC IMPROVEMENT MAINTENANCE OBLIGATION FOR THE DRAINAGE SYSTEM OR THEIR AGENTS RESERVES THE RIGHT TO ENTER UPON ALL LOTS TO ESTABLISH OR RE-ESTABLISH DRAINAGE SYSTEMS WITHIN ALL DRAINAGE EASEMENTS FOR THE PURPOSES OF CONTROLLING AND DIRECTING STORMWATER TO COLLECTION FACILITIES OR DRAINAGE CHANNELS.

THE PUBLIC MAINTAINED PORTION OF THE STORM DRAINAGE SYSTEM WILL INCLUDE STORM DRAINS, DITCHES, AND/OR DITCHES LOCATED WITHIN EITHER THE PUBLIC RIGHT-OF-WAY OR THE PUBLIC UTILITY EASEMENT AREA ADJACENT TO THE ROAD RIGHT-OF-WAY WITH THE EXCEPTION OF BUMP MARKS AND CURBS FOR PRIVATE DRIVEWAYS. 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 PROPERTY IS IMPAIRED, AND THE LOT OWNER SHALL MAKE THAT THEY ARE RESPONSIBLE FOR MAINTAINING THE STORM DRAIN UNLESS NOTED OTHERWISE ON THE PLAT.

THE HOME OWNERS ASSOCIATION IS RESPONSIBLE FOR MAINTAINING ALL STORM WATER FACILITIES LOCATED OUTSIDE OF THE PUBLIC RIGHT-OF-WAY INCLUDING BENCHES, STRUCTURES, DETENTION/RETENTION BASINS, AND BUMP MARKS.

### GRANT OF EASEMENT

FOR VALUABLE CONSIDERATION, WE, THE UNDERSIGNED (FORANTRY) DO HEREBY PERMANENTLY GRANT TO DUKE ENERGY OHIO, INC. CINCINNATI BELL, CHARTER COMMUNICATIONS, AND THEIR PARENT ENTITY (OR ENTITY CONTROLLING BOTH ENTITIES), THEIR RESPECTIVE SUBSIDIARIES OR AFFILIATE ENTITIES, AND ANY OTHER PROVIDER OF UTILITY SERVICES (HEREINAFTER THEIR SUCCESSORS AND ASSIGNS, FUTURE, NON-EXCLUSIVE EASEMENTS) AS SHOWN ON THE WITHIN PLAT AND DESIGNATED AS DESIGNATED 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, TELECOMMUNICATIONS OR OTHER UTILITIES (HEREINAFTER "UTILITIES"). THE GRANTEE SHALL HAVE THE RIGHT OF ingress AND egress AND ALSO THE RIGHT TO CUT, TRIM OR REMOVE ANY TREES, UNDERGROWTH OR OVERHANGING BRANCHES WITHIN THE UTILITY EASEMENTS OR IMMEDIATELY ADJACENT THEREON, 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 (1) REDUCE THE CLEARANCES OF EITHER OVERHEAD OR UNDERGROUND FACILITIES; (2) IMPAIR THE LAND SUPPORT OF GRANTEE FACILITIES; (3) IMPAIR THE ABILITY TO MAINTAIN THE FACILITIES; OR (4) CREATE A HAZARD. TO HAVE AND TO HOLD THE FOREGOING, WE ACKNOWLEDGE HAVING FULL POWER TO CONVEY THIS UTILITY EASEMENT AND WILL DEFEND THE SAME AGAINST ALL CLAIMS.

ALSO HEREBY GRANTED TO DUKE ENERGY OHIO, INC. CINCINNATI BELL, CHARTER COMMUNICATIONS, AND THEIR SUCCESSORS AND ASSIGNS IS THE RIGHT TO LATERALLY EXTEND, REPAIR, AND MAINTAIN NATURAL GAS SERVICES TO SERVE INDIVIDUAL LOTS AS CONSTRUCTED BY THE ORIGINAL BUILDER ALDHOUGH DISTURBANCE ONE (1) OVER THE SERVICE IS LOCATED. RECONSTRUCTION OR REDUCTION IS PERMISSIBLE ONLY WITH THE WRITTEN PERMISSION OF THE BARRER, OWNER AND SAID UTILITY PROVIDER TO A MUTUALLY AGREEABLE LOCATION. NO PART OF THE UTILITY EASEMENTS SHALL ENCOMPASS EXISTING BUILDINGS OR ADJOINING LOTS.

OWNER  
FROCHER DEVELOPMENT COMPANY  
390 OLYMPIC BOULEVARD, SUITE 100  
COLUMBUS, OHIO 43217-1720  
669-341-1720

SURVEYOR  
BAYER BECKER  
6000 TYPHOON HILL ROAD  
MASON, OHIO 45040  
913-336-8882

### NOTES

- FROM DEED REFERENCE DOCUMENT NUMBER 2017-007248
- BASE OF BEARING: MIAMI BLUFFS SECTION SEVENTEEN, PLAT BOOK 91, PAGES 3-4
- 3/4" IRON PINS WILL BE SET ON ALL LOT CORNERS, UNLESS OTHERWISE NOTED.
- OCCUPATION IN GENERAL MATCHES SURVEY, UNLESS OTHERWISE NOTED.
- ALL EXISTING MEASUREMENTS ARE IN GOOD CONDITION.
- PRESERVATION EASEMENTS SHOWN ON LOTS ARE FOR THE BENEFIT OF HAMILTON TOWNSHIP, MIAMI BLUFFS COMMUNITY ASSOCIATION, AND CERTAIN OTHER PARTIES AS DESIGNATED IN THE DECLARATION OF THE MIAMI BLUFFS COMMUNITY ASSOCIATION. TREES AND VEGETATION LOCATED WITHIN PRESERVATION EASEMENTS, NOT NECESSARY FOR REMOVAL DUE TO ROADWAYS, UTILITIES OR DRAINAGE, SHALL BE PRESERVED BOTH DURING CONSTRUCTION AND OCCUPANCY BY RESIDENTS, AS HERE FULLY DESCRIBED IN THE MIAMI BLUFFS COMMUNITY ASSOCIATION DECLARATION.
- MINIMUM PERMISSIBLE LOW FLOOR ELEVATION (INCLUDING BASEMENTS), IF A FLOOR IS DESIRED BELOW THE M.O.E. ELEVATION SHOWN, THEN NO GRAVITY FLOW STORM DRAIN WILL BE PERMITTED FROM ANY SIDEWALK, WINDOW WELL, STARWELL, FOUNDATION BASEMENT, PATIO OR OTHER BELIEVE TO BE DIRECTLY CONNECTED TO THE PROPOSED STORM SEWER SYSTEM OR EXISTING OR PROPOSED WATERCOURSE BELOW THE M.O.E. ELEVATION SHOWN. RUM PUMP WELLS AND SUMP PUMPS SHALL BE INSTALLED FOR BASEMENTS OF HOMES IF THE BASEMENT ELEVATION IS BELOW THE M.O.E. ELEVATION SHOWN.

### H.O.A., COVENANTS, CONDITIONS & RESTRICTIONS REFERENCE

THE WITHIN SUBDIVISION IS SUBJECT TO THE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND RESERVATION OF EASEMENTS FOR MIAMI BLUFFS COMMUNITY ASSOCIATION, WHICH IS RECORDED IN THE DEED RECORDS OF WARREN COUNTY, OHIO COMMENCING WITH OFFICIAL RECORD VOLUME 2384, PAGE 148, AND THE ARTICLES OF INCORPORATION AND CODES OF REGULATIONS FOR THE ASSOCIATION, SAID DECLARATION MAY BE AMENDED, SAID AMENDMENTS RECORDED IN THE DEED RECORDS OF WARREN COUNTY, OHIO.

### COUNTY COMMISSIONERS

WE, THE BOARD OF COUNTY COMMISSIONERS OF WARREN COUNTY, OHIO DO HEREBY APPROVE THIS PLAT ON THIS 11 DAY OF April, 2017.

COMMISSIONERS  
*William J. ...*  
*David ...*  
*William ...*

### WARREN COUNTY REGIONAL PLANNING COMMISSION

THIS PLAT WAS APPROVED BY THE WARREN COUNTY REGIONAL PLANNING COMMISSION ON THIS 22 DAY OF April, 2017.

*Christina ...*  
EXECUTIVE DIRECTOR

### COUNTY ENGINEER

I HEREBY APPROVE THIS PLAT ON THIS 31 DAY OF August, 2017.

*Neil ...*  
NEIL TUBSON  
COUNTY ENGINEER

### HAMILTON TOWNSHIP ZONING INSPECTOR

I HEREBY APPROVE THIS PLAT ON THIS 31 DAY OF August, 2017.

*William ...*  
HAMILTON TOWNSHIP  
ZONING INSPECTOR

### COUNTY SANITARY ENGINEER

I HEREBY APPROVE THIS PLAT ON THIS 01 DAY OF August, 2017.

*Chris ...*  
CHRIS BRIDGES

### COUNTY AUDITOR

TRANSFERRED ON THIS 10 DAY OF Sept, 2017, AT 12:00 PM

*Christina ...*  
COUNTY AUDITOR

### COUNTY RECORDER

FILE NO. 2017-02182

RECORDED ON THIS 12 DAY OF April, 2017, AT 11:28 AM

RECORDED IN PLAT BOOK NO. 96 ON PAGE NO. 3

*Christina ...*  
COUNTY RECORDER

RECORD PLAT

MIAMI BLUFFS SECTION SEVENTEEN  
SITUATED IN M.S. #1548  
HAMILTON TOWNSHIP  
WARREN COUNTY, OHIO  
APRIL, 2017

bayer becker  
6000 TYPHOON HILL ROAD, MASON, OHIO 45040-1720  
913-336-8882

PLAT NO. 96  
PAGE NO. 3

DATE: 04-21-17

1/2

96/7



The Board of Trustees of Hamilton Township, County of Warren, Ohio, met at a regular session at 6:30 p.m. on May 5, 2021, at Hamilton Township, Warren County, Ohio, with the following Trustees present:

Darryl Cordrey - Trustee  
Joseph P. Rozzi – Trustee  
Mark Sousa - Trustee

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

**HAMILTON TOWNSHIP, WARREN COUNTY OHIO  
RESOLUTION NUMBER 21-0505**

**A RESOLUTION ACCEPTING PUBLIC STREETS FOR MAINTENANCE AND  
SETTING SPEED LIMITS ON SECTION SIXTEEN AND SEVENTEEN, IN THE  
MIAMI BLUFFS SUBDIVISION, HAMILTON TOWNSHIP, DISPENSING WITH THE  
SECOND READING AND DECLARING AN EMERGENCY**

**WHEREAS**, Warren County Commissioners have accepted the following streets in the Miami Bluffs subdivision and approved them for maintenance by Hamilton Township and Hamilton Township is accepting the same for maintenance Section Sixteen (16) and Seventeen (17) shown on the attached Exhibit A.

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

**SECTION 1.** Hamilton Township accepts Section Sixteen and Seventeen as shown on the attached Exhibit A of the Miami Bluffs subdivision for maintenance.

**SECTION 2.** The speed limit in Section Sixteen (16) and Seventeen (17) of the Miami Bluffs subdivision, Hamilton Township is hereby established at twenty-five (25) miles per hour.

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

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


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

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

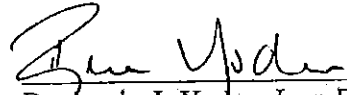
Darryl Cordrey -	Aye	<input checked="" type="checkbox"/>	Nay	<input type="checkbox"/>
Joseph P. Rozzi -	Aye	<input checked="" type="checkbox"/>	Nay	<input type="checkbox"/>
Mark Sousa -	Aye	<input checked="" type="checkbox"/>	Nay	<input type="checkbox"/>

Resolution adopted this 5<sup>th</sup> day of May 2021.

Attest:

  
Kurt E. Weber, *Fiscal Officer*

Approved as to form:

  
Benjamin J. Yoder, *Law Director*

I, Kurt E. Weber., Fiscal Officer of Hamilton Township, Warren County, Ohio, hereby certify that this is a true and accurate copy of a Resolution duly adopted by the Board of Trustees of Hamilton Township, County of Warren, Ohio, at its regularly scheduled meeting on May 5, 2021.

Date: 5/5/2021

  
Kurt E. Weber, *Fiscal Officer*

# Resolution

Number 21-0634

Adopted Date May 11, 2021

APPROVE A STREET AND APPURTENANCES (INCLUDING SIDEWALKS) BOND RELEASE FOR FISCHER DEVELOPMENT COMPANY FOR COMPLETION OF IMPROVEMENTS IN MIAMI BLUFFS, SECTION SIXTEEN SITUATED IN HAMILTON TOWNSHIP

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

## BOND RELEASE

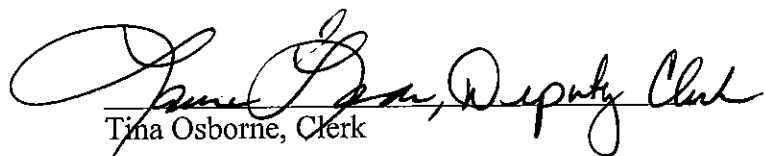
Bond Number	:	15-008 (P/S-M)
Development	:	Miami Bluffs, Section Sixteen
Developer	:	Fischer Development Company
Township	:	Hamilton
Amount	:	\$31,492.20
Surety Company	:	Westchester Fire Ins. Co (K09244529)

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 11<sup>th</sup> day of May 2021.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Fischer Dev. Co, Attn: Laura Greathouse, 3940 Olympic Blvd, Ste 100, Erlanger, KY 41018  
Westchester Fire Ins. Co, 525 West Monroe St., Ste 700, Chicago, IL 60661  
Engineer (file)  
Bond Agreement file

# Resolution

Number 21-0635

Adopted Date May 11, 2021

APPROVE SILVERTIP COURT IN MIAMI BLUFFS, SECTION SIXTEEN FOR PUBLIC MAINTENANCE BY HAMILTON TOWNSHIP

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

Street Number	Street Name	Street Width	Street Mileage
1489-T	Silvertip Court	0'-29'-0'	0.116

NOW THEREFORE BE IT RESOLVED, to accept the above street name for public maintenance by Hamilton 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:

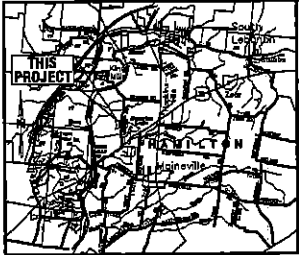
Mr. Young – yea  
Mrs. Jones – yea  
Mr. Grossmann – yea

Resolution adopted this 11<sup>th</sup> day of May 2021.

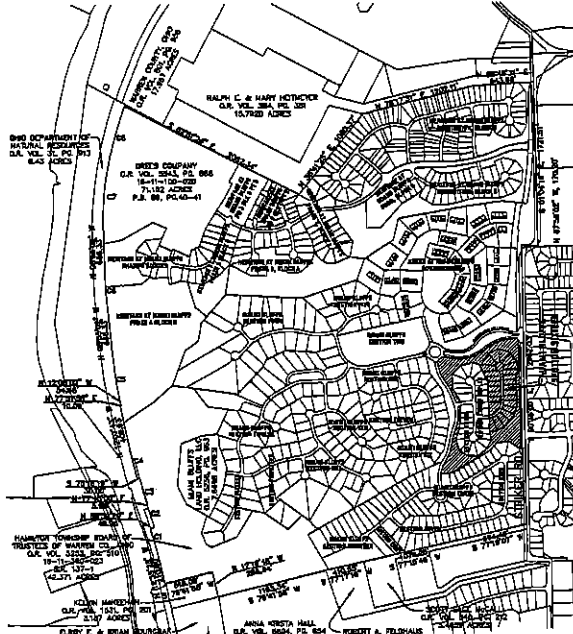
BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

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



VICINITY MAP  
NOT TO SCALE



AREA MAP  
SCALE: 1"=600'

BEARINGS BASED ON MIAMI BLUFFS,  
SECTION ONE, P.B. 03, P.S. 21-23

LOT NO.	ACREAGE	SCHWELL NO.
OLD	11.8926*	16-11-300-054
NEW	377 0.2710	16-11-300-054
NEW	378 0.1700	16-11-300-054
NEW	379 0.1700	16-11-300-054
NEW	380 0.1700	16-11-300-054
NEW	381 0.1700	16-11-300-054
NEW	382 0.1700	16-11-300-054
NEW	383 0.2117	16-11-300-054
NEW	384 0.2911	16-11-300-054
NEW	385 0.2550	16-11-300-054
NEW	386 0.2391	16-11-300-054
NEW	387 0.2301	16-11-300-054
NEW	388 0.2301	16-11-300-054
NEW	389 0.2301	16-11-300-054
NEW	390 0.1915	16-11-300-054
NEW	391 0.1100	16-11-300-054
NEW	392 0.1717	16-11-300-054
NEW	393 0.1717	16-11-300-054
NEW	394 0.1717	16-11-300-054
NEW	395 0.1717	16-11-300-054
NEW	396 0.2152	16-11-300-054
NEW	397 0.2000	16-11-300-054
NEW	398 0.2000	16-11-300-054
NEW	399 0.2156	16-11-300-054
NEW	400 0.2163	16-11-300-054
NEW	401 0.2000	16-11-300-054
NEW	402*	16-11-300-054
NEW	403*	16-11-300-054
NEW	404*	16-11-300-054
NEW	405*	16-11-300-054
NEW	406*	16-11-300-054
NEW	407*	16-11-300-054
NEW	408*	16-11-300-054
NEW	409*	16-11-300-054
NEW	410*	16-11-300-054
NEW	411*	16-11-300-054
NEW	412*	16-11-300-054
NEW	413*	16-11-300-054
NEW	414*	16-11-300-054
NEW	415*	16-11-300-054
NEW	416*	16-11-300-054
NEW	417*	16-11-300-054
NEW	418*	16-11-300-054
NEW	419*	16-11-300-054
NEW	420*	16-11-300-054
NEW	421*	16-11-300-054
NEW	422*	16-11-300-054
NEW	423*	16-11-300-054
NEW	424*	16-11-300-054
NEW	425*	16-11-300-054
NEW	426*	16-11-300-054
NEW	427*	16-11-300-054
NEW	428*	16-11-300-054
NEW	429*	16-11-300-054
NEW	430*	16-11-300-054
NEW	431*	16-11-300-054
NEW	432*	16-11-300-054
NEW	433*	16-11-300-054
NEW	434*	16-11-300-054
NEW	435*	16-11-300-054
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NEW	470*	16-11-300-054
NEW	471*	16-11-300-054
NEW	472*	16-11-300-054
NEW	473*	16-11-300-054
NEW	474*	16-11-300-054
NEW	475*	16-11-300-054
NEW	476*	16-11-300-054
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NEW	494*	16-11-300-054
NEW	495*	16-11-300-054
NEW	496*	16-11-300-054
NEW	497*	16-11-300-054
NEW	498*	16-11-300-054
NEW	499*	16-11-300-054
NEW	500*	16-11-300-054

\* REMAINING ACREAGE AFTER STRIKER RD. DEDICATION  
\* DENOTES OPEN SPACE LOT

ROADWAY DATA  
SILVERTOP COURT 609.83 LF. 0.5391 AC.

SECTION SIXTEEN  
ACREAGE SUMMARY  
6.2267 ACRES IN OPEN SPACE  
5.1266 ACRES IN LOTS  
0.5391 ACRES IN DEDICATED R/W  
11.8926 ACRES TOTAL

OWNER/DEVELOPER  
FISHER DEVELOPMENT COMPANY  
3840 OLIMPIC BOULEVARD, SUITE 100  
EVANSTON, IL 60120  
(708) 341-4708  
Doc. No. 2015-008817

CURVE NUMBER	RADIUS	Δ	ARC LENGTH	CHORD LENGTH	CHORD BEARING
1	3038.63	09-49-30"	380.04	388.87	N 15-29'-45" W
2	8807.41	01-38-44"	244.53	244.32	N 17-31'-44" W
3	8901.43	02-00-25"	298.00	298.88	N 15-47'-07" W
4	8633.43	02-33-38"	347.77	351.24	N 13-22'-52" W
5	3748.83	08-13-00"	408.54	408.34	S 09-01'-39" E
6	3748.83	04-29-00"	294.17	294.11	N 03-40'-32" E
7	2791.83	12-37-40"	401.90	402.83	N 04-14'-11" E
8	4924.83	09-14-41"	561.58	560.84	N 15-32'-18" E

**NDA, COVENANTS, CONDITIONS & RESTRICTIONS REFERENCE**  
THE WITHIN SUBDIVISION IS SUBJECT TO THE REGULATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND RESERVATION OF EASEMENTS FOR MIAMI BLUFFS COMMUNITY ASSOCIATION, WHICH IS RECORDED IN THE DEED RECORDS OF WARREN COUNTY, OHIO COMMENCING WITH OFFICIAL RECORD VOLUME 2308, PAGE 146, AND THE ARTICLES OF INCORPORATION AND CODE OF REGULATIONS FOR THE ASSOCIATION. SAID DECLARATION MAY BE AMENDED, SAID AMENDMENTS (S) RECORDED IN THE DEED RECORDS OF WARREN COUNTY, OHIO.

**DEED REFERENCE**  
SITUATED IN HAMILTON TOWNSHIP #1848 HAMILTON TOWNSHIP, WARREN COUNTY, OHIO, AND BEING 11.8926 ACRES OUT OF THE 13,3301 ACRES CONVEYED TO FISHER DEVELOPMENT COMPANY, AS RECORDED IN DOCUMENT NUMBER 2015-008817 OF THE DEED RECORDS OF THE RECORDER OF WARREN COUNTY, OHIO.

**SURVEY NOTES:**  
1. ALL DEED, SURVEY AND PLAN RECORDS SHOWN ON THIS SURVEY WERE USED IN THE PERFORMANCE OF THIS SURVEY.  
2. LINES OF OCCUPATION (WHERE EXISTING) IN GENERAL AGREE WITH PROPERTY LINES.  
3. ALL SURVEY MONUMENTATION FOUND IS IN GOOD CONDITION UNLESS OTHERWISE NOTED.

**SETBACKS**  
FRONT: 35'  
(UNLESS OTHERWISE SHOWN)  
REAR: 35'  
SIDE: 5' MIN. EACH SIDE

**WARREN COUNTY COMMISSIONERS**  
WE THE BOARD OF COUNTY COMMISSIONERS OF WARREN COUNTY, OHIO DO HEREBY APPROVE THIS PLAT ON THIS 2<sup>ND</sup> DAY OF August 2015.  
COMMISSIONERS: [Signatures]

**WARREN COUNTY REGIONAL PLANNING COMMISSION**  
THIS PLAT WAS APPROVED BY THE WARREN COUNTY REGIONAL PLANNING COMMISSION ON THIS 2<sup>ND</sup> DAY OF August 2015.  
[Signature] EXECUTIVE DIRECTOR

**HAMILTON TOWNSHIP ZONING INSPECTOR**  
I HEREBY APPROVE THIS PLAT ON THIS 2<sup>ND</sup> DAY OF July 2015.  
[Signature] HAMILTON TOWNSHIP ZONING INSPECTOR

**WARREN COUNTY ENGINEER**  
I HEREBY APPROVE THIS PLAT ON THIS 2<sup>ND</sup> DAY OF July 2015.  
[Signature] WARREN COUNTY ENGINEER

**WARREN COUNTY SANITARY ENGINEER**  
I HEREBY APPROVE THIS PLAT ON THIS 2<sup>ND</sup> DAY OF July 2015.  
[Signature] WARREN COUNTY SANITARY ENGINEER

**WARREN COUNTY AUDITOR**  
TRANSFERRED ON THIS 3<sup>RD</sup> DAY OF August 2015.  
[Signature] DEPUTY  
[Signature] WARREN COUNTY AUDITOR

**WARREN COUNTY RECORDER**  
FILE NO. 2015-038016  
RECEIVED ON THIS 5<sup>TH</sup> DAY OF August 2015 AT 10:48 AM.  
RECORDED ON THIS 5<sup>TH</sup> DAY OF August 2015 AT 10:48 AM.  
RECORDED IN PLAT BOOK NO. 91, PAGES 54, 55.  
FEE \$ 104.80  
[Signature] DEPUTY  
[Signature] WARREN COUNTY RECORDER

**RECORD PLAT  
MIAMI BLUFFS  
SECTION SIXTEEN  
SITUATED IN M.S. #1548  
HAMILTON TWP., WARREN CO., OHIO  
SUBMITTED FOR APPROVAL APRIL, 2015**

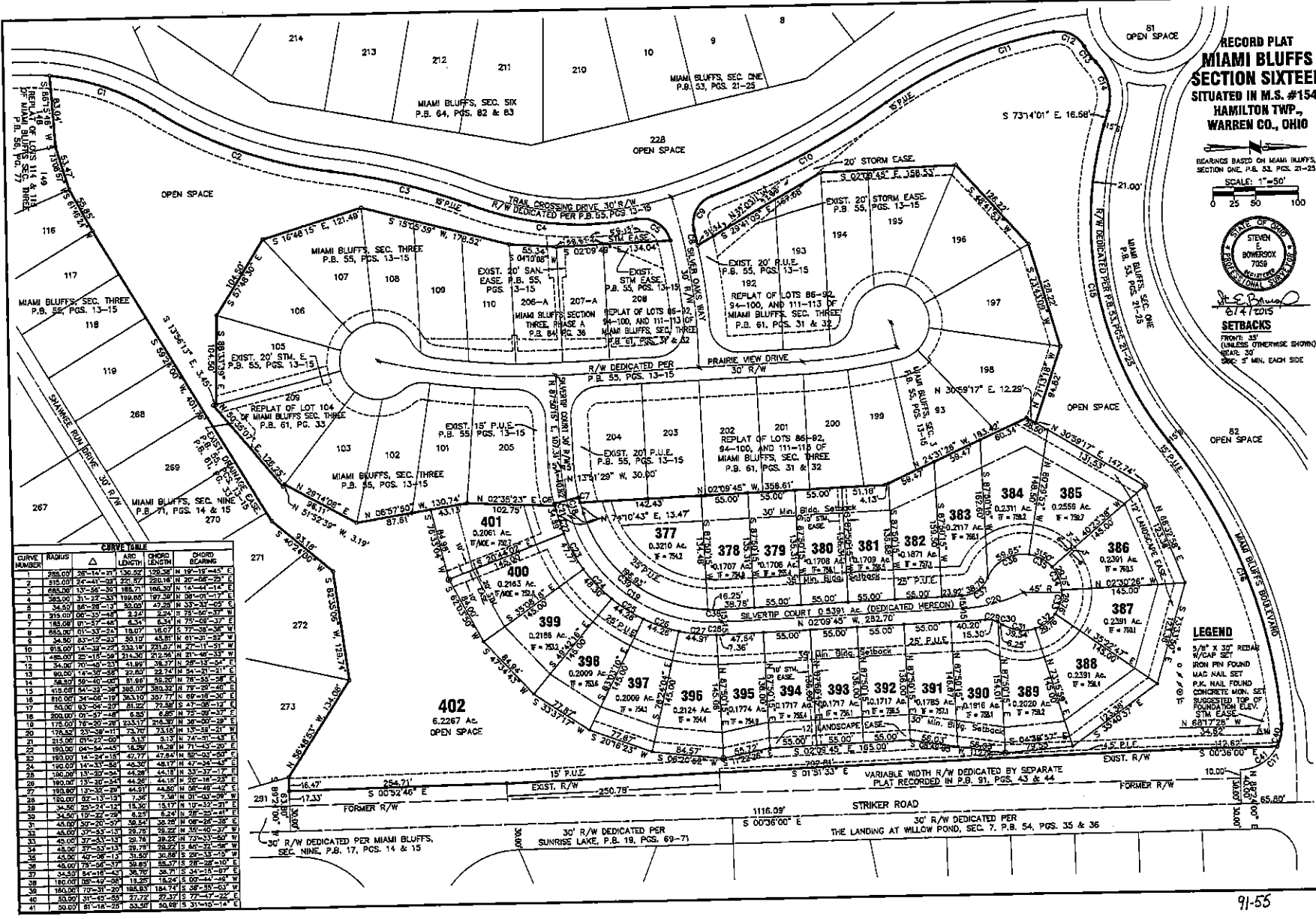
I HEREBY CERTIFY THAT THIS MAP IS A TRUE AND COMPLETE SURVEY MADE UNDER MY SUPERVISION, ON APRIL 2, 2015 AND THAT ALL MONUMENTS AND LOT CORNERS WILL BE SET AS SHOWN.  
[Signature] DATE: 07-14-2015



**ENGINEERING**  
**ONE**  
**CHOICE**  
 415 S. UNIVERSITY ROAD  
 SUITE 100  
 CINCINNATI, OHIO 45221  
 WWW.CHOICEENGINEERING.COM  
 TEL: 513.973.9100  
 FAX: 513.973.9101

**RECORD PLAT**  
**MIAMI BLUFFS, SECTION SIXTEEN**  
**M.S. #1548, HAMILTON TWP., WARREN CO., OHIO**

REVISIONS:  
 1. 07-14-2015  
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**RECORD PLAT  
MIAMI BLUFFS  
SECTION SIXTEEN**  
SITUATED IN M.S. #1548  
HAMILTON TWP.,  
WARREN CO., OHIO

BEARINGS BASED ON MIAMI BLUFFS  
SECTION ONE, P.B. 53, PGS. 21-23  
SCALE: 1" = 50'



**SETBACKS**  
FRONT: 35'  
(UNLESS OTHERWISE SHOWN)  
REAR: 30'  
SIDE: 5' MIN. EACH SIDE

**CURVE TABLE**

CURVE NUMBER	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING
1	285.00	38-14'-21"	130.82	N 18°-17'-45" E
2	315.00	24-01'-00"	220.14	N 20°-48'-59" E
3	483.00	13-58'-30"	188.71	N 14°-24'-14" E
4	565.00	11-22'-33"	199.80	N 00°-01'-17" E
5	34.50	86°-28'-13"	30.69	42.28° S 33°-33'-09" W
6	315.00	08°-35'-18"	3.24	S 75°-09'-37" E
7	185.00	01°-33'-21"	1.80	S 77°-38'-20" E
8	34.50	83°-17'-13"	30.17	43.85° S 01°-30'-33" W
9	315.00	14°-32'-22"	233.19	N 27°-11'-51" W
10	480.00	22°-18'-34"	314.30	N 12°-54'-18" W
11	34.50	70°-30'-33"	41.81	38.37° S 01°-03'-53" E
12	315.00	03°-35'-11"	22.80	S 27°-14'-21" E
13	60.00	14°-32'-22"	233.19	N 27°-11'-51" W
14	58.50	58°-00'-04"	81.88	58.20° S 78°-33'-28" E
15	415.00	04°-34'-31"	385.07	383.32° S 78°-33'-28" E
16	810.00	02°-30'-33"	363.10	361.35° S 78°-33'-28" E
17	50.00	03°-35'-11"	22.80	S 27°-14'-21" E
18	200.00	01°-33'-21"	6.38	S 75°-09'-37" E
19	175.00	18°-32'-38"	133.17	N 23°-18'-11" W
20	175.00	03°-35'-11"	22.80	S 27°-14'-21" E
21	215.00	01°-33'-21"	3.13	S 75°-09'-37" E
22	180.00	04°-34'-31"	162.39	N 02°-30'-26" W
23	180.00	14°-32'-22"	47.77	S 78°-33'-28" E
24	180.00	14°-32'-22"	47.77	N 02°-30'-26" W
25	180.00	13°-32'-38"	44.28	N 02°-30'-26" W
26	180.00	13°-32'-38"	44.28	N 02°-30'-26" W
27	180.00	13°-32'-38"	44.28	N 02°-30'-26" W
28	180.00	01°-33'-21"	16.30	S 75°-09'-37" E
29	34.50	10°-22'-28"	8.23	S 78°-33'-28" E
30	34.50	10°-22'-28"	8.23	S 78°-33'-28" E
31	48.00	20°-37'-57"	39.54	38.29° S 08°-28'-28" E
32	48.00	20°-37'-57"	39.54	38.29° S 08°-28'-28" E
33	48.00	20°-37'-57"	39.54	38.29° S 08°-28'-28" E
34	48.00	20°-37'-57"	39.54	38.29° S 08°-28'-28" E
35	48.00	20°-37'-57"	39.54	38.29° S 08°-28'-28" E
36	48.00	20°-37'-57"	39.54	38.29° S 08°-28'-28" E
37	34.50	81°-18'-45"	38.70	38.71° S 34°-10°-09" E
38	180.00	08°-10°-09" E	18.80	188.71° S 38°-30°-30" E
39	180.00	08°-10°-09" E	18.80	188.71° S 38°-30°-30" E
40	50.00	31°-45'-35"	37.72	37.72° S 77°-17'-22" E
41	50.00	31°-45'-35"	37.72	37.72° S 77°-17'-22" E

**ONE ENGINEERING**

STEVEN E. DOWERSOY  
REGISTERED PROFESSIONAL SURVEYOR  
STATE OF OHIO  
NO. 7589

DATE: 08-04-2015  
DRAWN BY: M.H.  
CHECKED BY: M.H.  
PROJECT NO.: WARHAM0402  
SHEET NUMBER: 2 OF 2

**RECORD PLAT  
MIAMI BLUFFS, SECTION SIXTEEN  
M.S. #1548, HAMILTON TWP., WARREN CO., OHIO**



The Board of Trustees of Hamilton Township, County of Warren, Ohio, met at a regular session at 6:30 p.m. on May 5, 2021, at Hamilton Township, Warren County, Ohio, with the following Trustees present:

Darryl Cordrey - Trustee  
Joseph P. Rozzi - Trustee  
Mark Sousa - Trustee

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

**HAMILTON TOWNSHIP, WARREN COUNTY OHIO  
RESOLUTION NUMBER 21-0505**

**A RESOLUTION ACCEPTING PUBLIC STREETS FOR MAINTENANCE AND  
SETTING SPEED LIMITS ON SECTION SIXTEEN AND SEVENTEEN, IN THE  
MIAMI BLUFFS SUBDIVISION, HAMILTON TOWNSHIP, DISPENSING WITH THE  
SECOND READING AND DECLARING AN EMERGENCY**

**WHEREAS**, Warren County Commissioners have accepted the following streets in the Miami Bluffs subdivision and approved them for maintenance by Hamilton Township and Hamilton Township is accepting the same for maintenance Section Sixteen (16) and Seventeen (17) shown on the attached Exhibit A.

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

**SECTION 1.** Hamilton Township accepts Section Sixteen and Seventeen as shown on the attached Exhibit A of the Miami Bluffs subdivision for maintenance.

**SECTION 2.** The speed limit in Section Sixteen (16) and Seventeen (17) of the Miami Bluffs subdivision, Hamilton Township is hereby established at twenty-five (25) miles per hour.

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

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

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

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

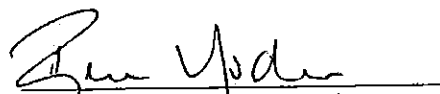
Darryl Cordrey -	Aye	<input checked="" type="checkbox"/>	Nay	<input type="checkbox"/>
Joseph P. Rozzi -	Aye	<input checked="" type="checkbox"/>	Nay	<input type="checkbox"/>
Mark Sousa -	Aye	<input checked="" type="checkbox"/>	Nay	<input type="checkbox"/>

Resolution adopted this 5<sup>th</sup> day of May 2021.

Attest:

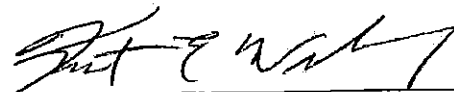
  
Kurt E. Weber, *Fiscal Officer*

Approved as to form:

  
Benjamin J. Yoder, *Law Director*

I, Kurt E. Weber., Fiscal Officer of Hamilton Township, Warren County, Ohio, hereby certify that this is a true and accurate copy of a Resolution duly adopted by the Board of Trustees of Hamilton Township, County of Warren, Ohio, at its regularly scheduled meeting on May 5, 2021.

Date: 5/5/2021

  
Kurt E. Weber, *Fiscal Officer*

# Resolution

Number 21-0636

Adopted Date May 11, 2021

APPROVE A SUBDIVISION PUBLIC IMPROVEMENT PERFORMANCE AND MAINTENANCE SECURITY RELEASE WITH M/I HOMES OF CINCINNATI, LLC FOR KERRISDALE SUBDIVISION, SECTION 2, SITUATED IN DEERFIELD TOWNSHIP

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

## RELEASE

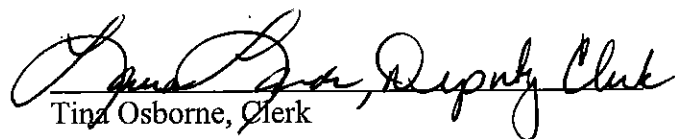
Bond Number	:	19-015 (W/S)
Development	:	Kerrisdale Subdivision, Section 2
Developer	:	M/I Homes of Cincinnati, LLC
Township	:	Deerfield
Amount	:	\$50,913.96
Surety Company	:	The Hanover Insurance Company (#1078819)

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 11<sup>th</sup> day of May 2021.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cgb

cc: M/I Homes of Cincinnati, LLC; 9349 Waterstone Blvd, Suite 100; Cincinnati, OH 45249  
The Hanover Insurance Company; 440 Liconln Street; Worchester, MA 01653  
Water/Sewer (file)  
Bond Agreement file

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

# Resolution

Number 21-0637

Adopted Date May 11, 2021

AUTHORIZE SIGNATURES OF OWNERS CONSENT AND DEDICATION RELATIVE TO REPLAT OF WARREN COUNTY GOVERNMENT CENTER

BE IT RESOLVED, to authorize the Board to sign Owner's Consent and Dedication relative to the Record Plan Warren County Center Phase Three (Replat of Justice Drive Campus) within the City of Lebanon.

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 11<sup>th</sup> day of May 2021.

BOARD OF COUNTY COMMISSIONERS

  
Tija Osborne, Clerk

cc: Facilities (file)  
City of Lebanon file  
Project file

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

# Resolution

Number 21-0638

Adopted Date May 11, 2021

## APPROVE VARIOUS RECORD PLATS

BE IT RESOLVED, upon recommendation of the Warren County Regional Planning Commission, to approve the following Record Plats:

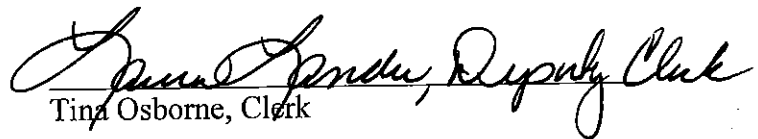
- Brueckman Consolidation – Deerfield Township
- Meurer Field Estates, Section One-D – Washington Township

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 11<sup>th</sup> day of May 2021.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Plat File  
RPC

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

# Resolution

Number 21-0639

Adopted Date May 11, 2021

ACCEPT AN AMENDED CERTIFICATE AND APPROVE SUPPLEMENTAL APPROPRIATION INTO LOCAL CORONAVIRUS RELIEF FUND #2210

BE IT RESOLVED, to accept an Amended Certificate in the amount of \$660.68 for interest earned on Federal Cares Act funds for the Local Coronavirus Relief Fund #2210; and

BE IT FURTHER RESOLVED, to approve the following supplemental appropriation:

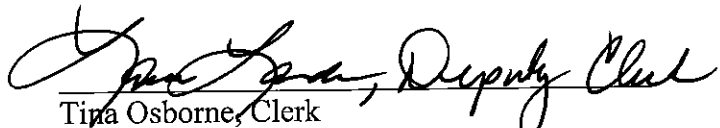
\$ 660.68 into #22101110-5102 (Local Corona – Regular Salaries)

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 11<sup>th</sup> day of May 2021.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Auditor   
Amended Certificate file  
Supplemental Appropriation file  
OMB (file)

**AMENDED OFFICIAL CERTIFICATE OF ESTIMATED RESOURCES**

Rev. Code , Sec 5705.36

Office of Budget Commission, County of Warren, Lebanon, Ohio, May 4, 2021

To the TAXING AUTHORITY of Warren County Commissioners

The following is the amended certificate of estimated resources for the fiscal year beginning January 1st, 2021, as revised by the Budget Commission of said county, which shall govern the total of appropriations made at any time during such fiscal year.

FUND TYPE - Special Revenue	Jan. 1st, 2021	Taxes	Other Sources	Total
Local Coronavirus Relief Fund	\$437,866.73		\$660.68	\$438,527.41
Fund 2210				
<b>TOTAL</b>	\$437,866.73	\$0.00	\$660.68	\$438,527.41

\_\_\_\_\_ )  
 Matt Nolan )  
 \_\_\_\_\_ )  
 \_\_\_\_\_ ) Budget  
 \_\_\_\_\_ ) Commission  
 \_\_\_\_\_ )

# Resolution

Number 21-0640

Adopted Date May 2021

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

WHEREAS, the Department of Human Services has requested that the eleventh disbursement of their mandated share for SFY 2021 be transferred into the Human Services Public Assistance Fund #2203; and

NOW THEREFORE BE IT RESOLVED, to approve the following operational transfer from Commissioners Fund #1101 into Human Services Fund #2203:


\$ 15,933.00	from	#11011112-5742	(Commissioners Grants - Public Assistance)
	into	#2203-49000	(Human Services - Public Assistance)

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 11th day of May 2021.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Auditor   
Operational Transfer file  
Human Services (file)  
OMB



# Resolution

Number 21-0641

Adopted Date May 11, 2021

APPROVE OPERATIONAL TRANSFER FROM COMMISSIONERS FUND #11011112 INTO CHILD SUPPORT ENFORCEMENT AGENCY FUND #2263

WHEREAS, the Child Support Enforcement Agency has submitted a request to this Board to transfer the second quarter of their 2021 local share to their Fund #2263; and

NOW THEREFORE BE IT RESOLVED, to approve the following operational transfer from Commissioners Fund #11011112 to the Child Support Enforcement Agency Fund #2263:

\$70,740.00	from	#11011112-5748	(Commissioners Transfers - CSEA)
	into	#2263 49000	(CSEA - County Share)

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 11<sup>th</sup> day of May 2021.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Auditor   
Operational Transfer file  
CSEA (file)  
OMB

# Resolution

Number 21-0642

Adopted Date May 11, 2021

APPROVE APPROPRIATION ADJUSTMENT FROM COMMISSIONERS GENERAL FUND #11011110 INTO JUVENILE COURT – FISCAL FUND #11012500

BE IT RESOLVED, to approve the following appropriation adjustment from Commissioners Fund #11011110 into Juvenile Court - Fiscal Fund #11012500 in order to process a sick leave payout for Judith Sword former employee of Juvenile Court - Fiscal:


\$395.00      from #11011110-5881      (Commissioners - Sick Leave Payout)  
                 into #11012500-5881      (Juvenile Court - Fiscal - Sic Leave 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 11<sup>th</sup> day of May 2021.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Auditor   
Appropriation Adjustment file  
Juvenile Court - Fiscal (file)  
OMB

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

# Resolution

Number 21-0643

Adopted Date May 11, 2021

APPROVE APPROPRIATION ADJUSTMENT WITHIN THE CLERK OF COURTS  
CERTIFICATE OF TITLE ADMINISTRATION FUND #2250

BE IT RESOLVED, to approve the following budget transfer appropriation:

\$ 1,625.00	from	#22501260-5830	(Workers Compensation)
	into	#22501260-5882	(Vacation Leave 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 11<sup>th</sup> day of May 2021.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Auditor \_\_\_\_\_  
Appropriation Adj. file  
Clerk of Courts (file)

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

# Resolution

Number 21-0644

Adopted Date May 11, 2021

APPROVE APPROPRIATION ADJUSTMENT FOR WARREN COUNTY COMMON PLEAS  
COURT COMMUNITY BASED CORRECTIONS DONATION #2288

BE IT RESOLVED, to approve the following appropriation adjustment:

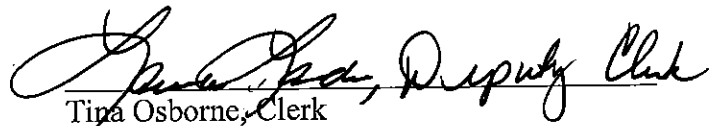
\$ 1,000.00	from	BUDGET-BUDGET 22881226-5400	(Purchased Services)
	into	BUDGET-BUDGET 22881226-5911	(Non Taxable Meal Fringe)

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 11<sup>th</sup> day of May 2021.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Auditor   
Appropriation Adjustment file  
Common Pleas (file)

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

# Resolution

Number 21-0645

Adopted Date May 11, 2021

APPROVE AN APPROPRIATION ADJUSTMENT AND A SUPPLEMENTAL  
APPROPRIATION WITHIN COMMON PLEAS COURT COMMUNITY BASED  
CORRECTIONS #2289

BE IT RESOLVED, to approve the following appropriation adjustment and supplemental  
appropriation:

Appropriation Adjustment

\$ 5,000.00 from BUDGET-BUDGET 22891227 5850 (Training-Education)  
into BUDGET-BUDGET 22891227 5400 (Purchased Services)

Supplemental Appropriation

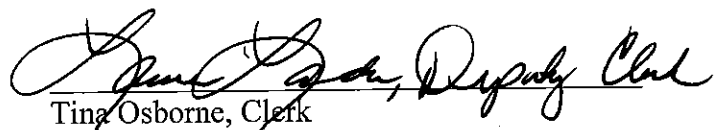
\$ 12,000.00 into BUDGET-BUDGET 22891227 5400 (Purchased Services)

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 11<sup>th</sup> day of May 2021.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Auditor   
Appropriation Adj. file  
Supplemental App. file  
Common Pleas (file)

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

# Resolution

Number 21-0646

Adopted Date May 11, 2021

APPROVE APPROPRIATION ADJUSTMENT WITHIN THE WATER REVENUE FUND  
NO. 5510

WHEREAS, the Water and Sewer Department incurs costs pertaining to job required training and education; and

WHEREAS, an appropriation adjustment is necessary to accommodate said costs; and

NOW THEREFORE BE IT RESOLVED, to approve the following appropriation adjustment:

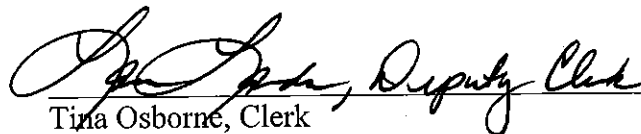
\$4,500.00      from    55103200 - 5998      (RESERVE/CONTINGENCY)  
                         into    55103200 - 5850      (TRAINING/EDUCATION)

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 11<sup>th</sup> day of May 2021.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

mbz

cc: Auditor ✓  
Appropriation Adj. file  
Water/Sewer (file)

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

# Resolution

Number 21-0647

Adopted Date May 11, 2021

APPROVE APPROPRIATION ADJUSTMENT WITHIN THE SEWER REVENUE FUND  
NO. 5580

WHEREAS, the Water and Sewer Department incurs a capital outlay for the purchase of a service truck; and

WHEREAS, an appropriation adjustment is necessary to accommodate said costs; and

NOW THEREFORE BE IT RESOLVED, to approve the following appropriation adjustment:

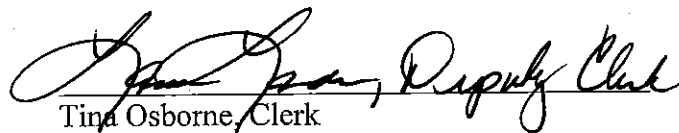
\$35,000.00	from	55803300 - 5998	(RESERVE/CONTINGENCY)
	into	55803300 - 5310	(VEHICLES CAPITAL OUTLAY)

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 11<sup>th</sup> day of May 2021.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

mbz

cc: Auditor   
Appropriation Adj. file  
Water/Sewer (file)

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

# Resolution

Number 21-0648

Adopted Date May 11, 2021

APPROVE REQUISITIONS AND AUTHORIZE COUNTY ADMINISTRATOR TO SIGN DOCUMENTS RELATIVE THERETO

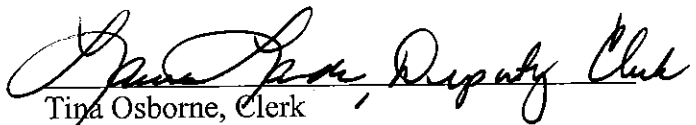
BE IT RESOLVED, to approve requisitions as listed in the attached document and authorize Tiffany Zindel, County Administrator, to sign on behalf of this Board of County Commissioners.

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 11<sup>th</sup> day of May 2021.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Commissioners' file



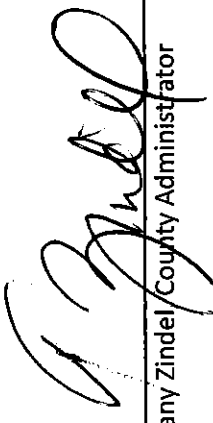
# REQUISITIONS

Department	Vendor Name	Description	Amount
WAT	MOORHEAD, MICHAEL N	UNION ROAD WATERLINE APPRAISAL FEE	\$ 500.00
ENG	RIBWAY ENGINEERING GROUP INC	ENGINEERING SERVICES FOR THE GROG RUN RD BRIDGE	\$ 62,123.00
WAT	QUADIENT INC	ENVELOPE OPENER ANNUAL MAINTENANCE	\$ 1,392.00
BLD	THE PREVIEW GROUP	PLANS EXAMINER SERVICES	\$ 40,000.00

# PO CHANGE ORDERS

Department	Vendor Name	Description	Amount
WAT	BUILDING CRAFTS INC	RAR WOTFENING UPGRADES	\$ 1,491,080.51 DECREASE
WAT	QUADIENT INC	COMPANY NAME CHANGE	\$ 187.20 INCREASE
WAT	AMERICAN BORING INC	TOWNSHIP LINE RD RURAL WAT	\$ 1,924.17 INCREASE

5/11/2021 APPROVED:

  
\_\_\_\_\_  
Tiffany Zindel/County Administrator

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

# Resolution

Number 21-0649

Adopted Date May 11, 2021

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

BE IT RESOLVED, to approve the following appropriation adjustment:

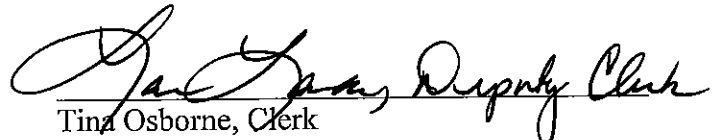
\$40,000.00 from #11012300-5102 (Salaries)  
into #11012300-5400 (Purchase Services)

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

Mr. Young – yea  
Mr. Grossman – yea  
Mrs. Jones – yea

Resolution adopted this 11<sup>th</sup> day of May 2021.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Auditor \_\_\_\_\_  
Appropriation Adjustment file  
Building/Zoning (file)

# Resolution

Number 21-0650

Adopted Date May 11, 2021

APPROVE AND AUTHORIZE WARREN COUNTY ADMINISTRATOR TO SIGN AND SUBMIT THE US DEPARTMENT OF THE TREASURY ADDITIONAL EMERGENCY COVID-19 RENTAL ASSISTANCE AND THE NEW CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS ACCEPTANCE OF USE OF AWARD TERMS AND COMPLETED PAYMENT INFORMATION

WHEREAS, Warren County desires to apply for the additional US Department of the Treasury Emergency Rental Assistance Covid-19 Emergency Rental Assistance Program and the new Coronavirus State and Local Fiscal Recovery Funds and must submit an Acceptance of Use of Award Terms and Completed Payment Information; and

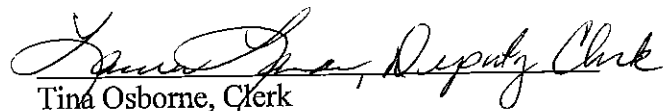
NOW THEREFORE BE IT RESOLVED, to approve and authorize the County Administrator to sign and submit the application for the additional US Department of the Treasury Emergency Rental Assistance Covid-19 Emergency Rental Assistance Program and the new Coronavirus State and Local Fiscal Recovery Funds, as 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 11<sup>th</sup> day of May 2021.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

/11

cc: C/A—U.S. Department of Treasury  
OGA (file)

# Resolution

Number 21-0651

Adopted Date May 11, 2021

APPROVE SITE PLAN REVIEW APPLICATION OF UNION VILLAGE DEVELOPMENT COMPANY – LOTS 13 AND 37 IN TURTLECREEK TOWNSHIP SUBJECT TO CONDITIONS

WHEREAS, this Board met this 11<sup>th</sup> day of May 2021, to consider the site plan review application of Union Village Development Company – Lots 13 and 37 in Turtlecreek Township; and

WHEREAS, this Board has considered the recommendation from the Rural Planning Commission, Chief Zoning Official and all those present to present testimony in favor of with no one being present to speak in opposition to said application; and

NOW THEREFORE BE IT RESOLVED, to approve the site plan review application of Union Village Development Company – Lot 13 and 37 in Turtlecreek Township subject to the following conditions:

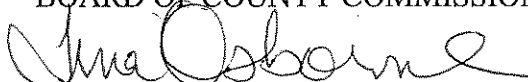
1. Compliance with the standards of Union Village PUD Stage 1, Stage 2, and Stage 3, the Warren County Rural Zoning Code, and the approved Preliminary Plan.
2. The installation and provision of water utilities shall be to the satisfaction of Warren County.
3. The installation and provision of the sanitary sewer system shall be to the satisfaction of Butler County.
4. Building materials and design shall be consistent with the elevations submitted (Exhibit A) and shall comply with the PUD Stage 2 standards for building materials (pg. 18).
5. Submit required plumbing applications to the Warren County Health Department for approval.

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 11<sup>th</sup> day of May 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: RZC (file)  
Administrative hearing file  
Applicant  
Turtlecreek Township

# Resolution

Number 21-0652

Adopted Date May 11, 2021

**ESTABLISHING A POLICY RELATING TO FACIAL COVERINGS (MASKS) IN COUNTY BUILDINGS AND FACILITIES OWNED OR OPERATED BY THE BOARD OF COUNTY COMMISSIONERS AND ITS DEPARTMENTS AND AGENCIES, AND FURTHER ALLOWING ELECTED OFFICIALS, BOARDS, COMMISSIONS, AND TENANTS TO ESTABLISH THEIR OWN POLICY REGARDING USE OF FACIAL COVERINGS (MASKS) IN COUNTY OWNED OR OPERATED BUILDINGS AND FACILITIES OCCUPIED BY SUCH ELECTED OFFICIALS, BOARDS, COMMISSIONS AND TENANTS**

**WHEREAS**, since the inception of the COVID 19 pandemic and public health crisis declared by Governor of Ohio, this Board has attempted to comply with all applicable executive orders of the Governor and public health orders of the Director of the Ohio Department of Health (ODH), including without limitation maintaining social distances of six (6) feet, where possible, in all County owned or operated buildings and facilities, and posting entrances with signage that facial coverings (masks) are mandatory in indoor locations intended for use by the public, and only excluded such requirement for employees in an enclosed space, such as an office, or where spatial separation of at least six feet in all directions from other individuals could be maintained, and either enclosed space was not intended for use or access by the public; and,

**WHEREAS**, this Board appropriated funding for and acquired personal protective equipment (PPE) including, among other things, KN95 masks, and facilitated distribution of such facial coverings at fire stations throughout Warren County to the public without charge; and,

**WHEREAS**, this Board has continuously throughout the COVID 19 pandemic repeatedly acknowledged the seriousness of the virus and held public work sessions with the Warren County Combined Health District/Health Commissioner and staff to stay abreast of a plethora of COVID 19 related issues including without limitation the number of cases, hospitalizations and deaths in Warren County; and,

**WHEREAS**, this Board recognizes the exemplary job that the Warren County Combined Health District employees have done in deploying vaccines to eligible age groups, and now due to an abundance of vaccine supply being available in Warren County, is offering COVID 19 vaccines to any person age 16 and above without an appointment on various days each week; and,

**WHEREAS**, this Board has been informed on the declining severity of hospitalizations and deaths in Warren County, including the fact that less than five percent (5%) of patients hospitalized in Warren County are for COVID 19 related issues, and less than ten percent (10%) of patients occupying an ICU bed in Warren County are for COVID 19 related issues; and,

**WHEREAS**, this Board recognizes the self-responsibility taken by the citizens of Warren County in being vaccinated to the degree that Warren County leads with the highest rate of

vaccinations among its citizens in all of southwest Ohio, specifically, as of May 10, 2021, the statistics in Warren County indicate that:

- 45.57% of all Warren County residents have had at least their first vaccination,
- 84% of Warren County residents 80 years of age or older have been vaccinated,
- 81.5% of Warren County residents ages 75-79 have been vaccinated,
- 81.5% of Warren County residents ages 70-74 have been vaccinated,
- 81% of Warren County residents ages 65-69 have been vaccinated,
- 71% of Warren County residents ages 60-64 have been vaccinated,
- 62% of Warren County residents ages 50-59 have been vaccinated,
- 55% of Warren County residents ages 40-49 have been vaccinated,
- 46% of Warren County residents ages 30-39 have been vaccinated; and,

**WHEREAS**, this Board is of the opinion that it is unreasonable to believe that a state of emergency may go on indefinitely, and further this Board finds there is credible scientific evidence that the high efficacy of the available vaccines justify lessening restrictions mandated prior to the availability of such vaccines such as facial coverings (masks) even in indoor locations; and,

**WHEREAS**, this Board is of the opinion that mandating the use of facial coverings (masks) is not a good government policy as such encourages its citizens to believe there is no benefit to getting vaccinated; instead, this Board finds based on the aforementioned data in Warren County that a good government policy is to make the use of facial coverings (masks) voluntary; and,

**WHEREAS**, this Board acknowledges it has no authority to legislate a policy throughout the entire County, however, the Board does desire to legislate a facial coverings (masks) policy, for the numerous buildings and facilities in Warren County that are owned and/or operated by this Board, except such policy would need to defer policy making authority relating to facial coverings (masks) to other elected officials, boards, commissions and tenants of buildings and facilities, or offices within building and facilities owned by this Board, that are occupied and/or operated by other elected officials, boards and commissions, or are occupied and/or operated by tenants pursuant to a lease agreement with this Board.

**NOW THEREFORE BE IT RESOLVED**, by the Board of County Commissioners of Warren County, Ohio, at least a majority of all its members casting a vote, concur, that as of June 1, 2021, the following policy shall take effect:

- Section 1. Unless otherwise provided herein, no person shall be required by the Board of County Commissioners to wear a facial covering (mask) in any indoor location, whether intended for use or access by the public or not, of any buildings or facilities owned or operated by the Board of County Commissioners or department and agency under the authority of the Board of County Commissioners. Use of a facial covering (mask) in any indoor location shall be voluntary on the part of any person entering such

buildings and facilities, including employees for whom the Board of County Commissioners are the appointing authority. Signage shall be posted and maintained at each entrance to County owned or operated buildings or facilities (meeting the criteria in Section 1) giving notice of this policy, along with an ample supply of KN95 and surgical masks available at each entrance, at no charge, to any member of the public or employee who voluntarily elects to take and use such facial covering in indoor locations of County owned or operated buildings or facilities, or for any other purpose.

Section 2. Notwithstanding Section 1, County owned or operated buildings or facilities, or office within a building or facility owned by the Board of County Commissioners, occupied by other County elected officials, boards or commissions, or that are occupied by a tenant under a lease agreement with the Board of County Commissioners, shall be entitled to establish his, her or its own policy relating to whether facial coverings (masks) in any indoor location, whether intended for use or access by the public or not, shall be mandatory or voluntary for any persons entering therein, including its employees, and post signage giving notice of his, her or its own policy at the entrance of the buildings or facilities, or office space occupied by them.

Section 3. A public comment period shall be allowed from the date of adoption of this Resolution until its effective date of June 1, 2021. The County Administrator shall send a letter and enclose a copy of this Resolution to both Governor Mike DeWine and to ODH Director, Stephanie McCloud, giving notice of the public comment period and requesting that they provide this Board with specific and scientific evidence prior to June 1, 2021 that support why this Resolution should not take effect.

Section 4. All action taken relating to and this Resolution is an administrative act by the Board.

Section 5. The findings made by the Board in the above WHEREAS clauses are hereby adopted as a part of these resolving paragraphs.

Section 6. All action taken relating to and this Resolution occurred in an open meeting of this Board in compliance with the Ohio Public Meeting Act, Section 121. 22, et seq. of the Ohio Revised Code.

RESOLUTION 21-0652  
MAY 11, 2021  
PAGE 4

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

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

Resolution adopted this 11<sup>th</sup> day of May 2021.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: All Elected officials  
Department/Agency heads  
Boards & Commissions  
Tenants  
Commissioners file  
Policy file  
T. Zindel  
B. McGary