

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 22-1299

Adopted Date August 30, 2022

HIRE JADA SMITH AS PROTECTIVE SERVICES CASEWORKER I, WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION

BE IT RESOLVED, to hire Jada Smith, Protective Services Caseworker I, within the Warren County Department of Job and Family Services, Children Services Division, classified, full-time permanent, non-exempt status (40 hours per week), Pay Grade #6, \$17.98 per hour, under the Warren County Job and Family Services compensation plan, effective September 12, 2022, subject a negative background check, drug screen and a 365-day probationary period.

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


Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 30th day of August 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

H/R

cc: Children Services (file)
Jada Smith's Personnel file
OMB – Sue Spencer

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 22-1300

Adopted Date August 30, 2022

HIRE COLEN RHOADES AS WATER TREATMENT OPERATOR III, WITHIN THE WARREN COUNTY WATER AND SEWER DEPARTMENT

BE IT RESOLVED, to hire Colen Rhoades as Water Treatment Operator III, within the Warren County Water and Sewer Department, classified, full-time permanent, non-exempt status (40 hours per week), Pay Range #19, \$28.00 per hour, effective September 19, 2022, subject to a negative drug screen and 365-day probationary period; and

BE IF FURTHER RESOLVED, that Mr. Rhoades will not receive the typical three percent (3%) increase upon completion of probation as his wage reflects his experience.

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

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 30th day of August 2022.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

H/R

cc: C. Rhoades' Personnel file
Water/Sewer (file)
OMB – Sue Spencer

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 22-1301

Adopted Date August 30, 2022

HIRE JEREMY WILLIAMS AS WATER TREATMENT PLANT TECHNICIAN, WITHIN THE WARREN COUNTY WATER AND SEWER DEPARTMENT

BE IT RESOLVED, to hire Jeremy Williams as a Water Treatment Plant Technician within the Warren County Water and Sewer Department, classified, full-time permanent, non-exempt status (40 hours per week), nonstandard work week, Pay Range #13, \$17.39 per hour, effective September 18, 2022 subject to a negative background check, drug screen, and a 365-day probationary period.

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

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

Resolution adopted this 30th day of August 2022.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

H/R

cc: J. Williams' Personnel file
Water/Sewer (file)
OMB – Sue Spencer
Theresa Reier

Resolution

Number 22-1302

Adopted Date August 30, 2022

HIRE TREVOR FIELDS AS SEWER COLLECTIONS WORKER II, WITHIN THE WARREN COUNTY WATER AND SEWER DEPARTMENT

BE IT RESOLVED, to hire Trevor Fields as Sewer Collections Worker II within the Warren County Water and Sewer Department, classified, full-time permanent, non-exempt status (40 hours per week), Pay Range #15, \$20.06 per hour, effective September 19, 2022, subject to a negative drug screen and 365-day probationary period; and

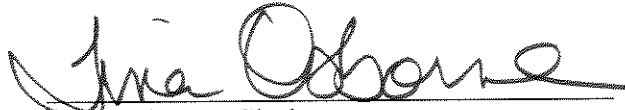
BE IF FURTHER RESOLVED, that Mr. Fields will not receive the typical three percent (3%) increase upon completion of probation as his wage reflects his experience.

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

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

Resolution adopted this 30th day of August 2022.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

H/R

cc: T. Fields' Personnel file
Water/Sewer (file)
T. Reier
OMB – Sue Spencer

Resolution

Number 22-1303

Adopted Date August 30, 2022

APPROVE WAGE INCREASES FOR MULTIPLE EMPLOYEES WITHIN THE WATER AND SEWER DEPARTMENT

WHEREAS, the Sanitary Engineer of the Water/Sewer Department has requested pay equity increases, based upon a recent wage survey of surrounding jurisdictions of similar positions, for multiple employees within the Warren County Water/Sewer Department; and

NOW THEREFORE BE IT RESOLVED, approve the following pay equity increases for multiple employees within the Water and Sewer Department, effective pay period beginning September 9, 2022, as follows:

- Nick Brewer, Wastewater Treatment Technician, paygrade 13, wage \$17.91 per hour
- Bo Harner, Water Distribution Worker I, paygrade 13, wage \$17.39 per hour
- Camille Hughes, Water Distribution Worker I, paygrade 13, wage \$17.39 per hour
- Kyle Purdy, Sewer Collections Worker I, paygrade 13, wage \$17.39 per hour

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

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 30th day of August 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Water and Sewer (file)
N. Brewer's Personnel file
B. Harner's Personnel file
C. Hughes' Personnel file
K. Purdy's Personnel file
OMB-Sue Spencer

Resolution

Number 22-1304

Adopted Date August 30, 2022

ACCEPT RESIGNATION OF BROOKE NAGY, INVESTIGATIVE CASEWORKER III, WITHIN WARREN COUNTY JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION, EFFECTIVE SEPTEMBER 8, 2022

BE IT RESOLVED, to accept the resignation of Brooke Nagy, Investigative Caseworker III, within Warren County Job and Family Services, Children Services Division, effective September 8, 2022.

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


Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 30th day of August 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 22-1305

Adopted Date August 30, 2022

ACCEPT RESIGNATION OF KYLEIGH POWELL, PROTECTIVE SERVICES CASEWORKER III, WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION, EFFECTIVE AUGUST 23, 2022


BE IT RESOLVED, to accept the resignation, of Kyleigh Powell, Protective Services Caseworker III, within the Warren County Department of Job and Family Services, Children Services Division, effective August 23, 2022.

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

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

Resolution adopted this 30th day of August 2022.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

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

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 22-1306

Adopted Date August 30, 2022

ACCEPT RESIGNATION OF KRISTIN THOMAS, CUSTOMER ADVOCATE I, WITHIN WARREN COUNTY OHIOMEANSJOBS, EFFECTIVE SEPTEMBER 5, 2022

BE IT RESOLVED, to accept the resignation of Kristin Thomas, Customer Advocate I, within the Warren County OhioMeansJobs, effective September 5, 2022.

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

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 30th day of August 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: OhioMeansJobs (file)
K. Thomas's Personnel File
OMB – Sue Spencer
Tammy Whitaker

Resolution

Number 22-1307

Adopted Date August 30, 2022

AUTHORIZE THE POSTING FOR "CUSTOMER ADVOCATE I" POSITION, WITHIN OHIOMEANSJOBS WARREN COUNTY, IN ACCORDANCE WITH WARREN COUNTY PERSONNEL POLICY MANUAL, SECTION 2.02(A)

WHEREAS, there exists one opening for "Customer Advocate I" position within OhioMeansJobs Warren County; and

NOW THEREFORE BE IT RESOLVED, to authorize the posting of the position of "Customer Advocate I" in accordance with Warren County Personnel Policy Manual, Section 2.02(A); posting to occur for a period of at least seven (7) consecutive calendar days beginning August 26, 2022.

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

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 30th day of August 2022.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: OhioMeansJobs (file)
OMB Sue Spencer

Resolution

Number 22-1308

Adopted Date August 30, 2022

APPROVE NOTICE OF INTENT TO AWARD BID TO BARRETT PAVING MATERIALS INC FOR THE FY22 UNION TOWNSHIP, WARREN COUNTY – HIGHLAND PARK RESURFACING CDBG PROJECT

WHEREAS, bids were closed at 9:30 a.m., on August 22, 2022, and the bids received were opened and read aloud for the FY22 Union Township, Warren County – Highland Park Resurfacing CDBG Project, and the results are on file in the Commissioners' Office; and

WHEREAS, upon review of such bids by Susanne Mason, Director, Barrett Paving Materials Inc. has been determined to be the lowest and best bidder; and

NOW THEREFORE BE IT RESOLVED, upon recommendation of the Warren County Office of Grants and Administration, that it is the intent of this Board to award the contract to Barrett Paving Materials Inc., 3751 Commerce Drive, Franklin, Ohio 45005, for a total bid price of \$126,995.00; and

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

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

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 30th day of August 2022.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: OGA (file)
OMB Bid file

Resolution

Number 22-1309

Adopted Date August 30, 2022

APPROVE NOTICE OF INTENT TO AWARD BID TO DEBRA-KUEMPEL, INC. FOR THE FIBER INSTALLATION FOR 313 COOK ROAD LEBANON, OH 45036, HUMANE ASSOCIATION / ANIMAL SHELTER

WHEREAS, bids were closed at 9:00 a.m., on July 12, 2022, and the bids received were opened and read aloud for the Fiber Installation For 313 Cook Road Lebanon, Oh 45036, Humane Association / Animal Shelter, and the results are on file in the Commissioners' Office; and

WHEREAS, upon review of such bids by Dustin Flint, Infrastructure Systems Manager, DeBra-Kuempel, Inc. has been determined to be the lowest and best bidder; and

NOW THEREFORE BE IT RESOLVED, upon recommendation of Warren County Telecommunications, that it is the intent of this Board to award the contract to DeBra- Kuempel, Inc., 3976 Southern Avenue, Cincinnati, Ohio 45227, for a total bid price of \$78,500.00; and

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

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

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 30th day of August 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Telecom (file)
OMB Bid file

Resolution

Number 22-1310

Adopted Date August 30, 2022

APPROVE EMERGENCY PROCUREMENT FOR THE REPLACEMENT OF TWO (2) GORMAN RUPP SLUDGE PUMPS FOR THE AERATION BUILDING AT THE WAYNESVILLE WASTEWATER TREATMENT PLANT

WHEREAS, the Water & Sewer Department experienced equipment failure and mechanical issues to the Gorman Rupp Sludge Pumps in the Aeration Building of the Waynesville Wastewater Treatment Plant; and

WHEREAS, the procurement of these pumps is critical and time sensitive to the Wastewater operations; and

NOW THEREFORE BE IT RESOLVED, to approve Purchase Order No. 22002248 with Pelton Environmental Products, Inc. in the amount of \$37,367.00 for the for the removal of the existing pumps and the supply and replacement of the new Gorman Rupp Sludge Pumps located at the Waynesville Wastewater Treatment Plant.

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

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

Resolution adopted this 30th day of August 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

mbz

cc: Auditor
Water/Sewer (file)

Resolution

Number 22-1311

Adopted Date August 30, 2022

AUTHORIZE COUNTY ENGINEER TO EXECUTE LPA (LOCAL PUBLIC AGENCY) FEDERAL LOCAL – LET PROJECT AGREEMENT WITH OHIO DEPARTMENT OF TRANSPORTATION (ODOT) FOR THE HENDRICKSON ROAD BRIDGE #80-0.19 REHABILITATION PROJECT (PID # 117504)

WHEREAS, the Warren County Engineer determined that a bridge rehabilitation on Hendrickson Road needed to be constructed to provide a safe, long-term crossing over the Dicks Creek while improving the safety of the adjacent roadway; and

WHEREAS, in 2022 the Warren County Engineer applied for and received Federal BFP (Bridge Formula Program) Funding administered by ODOT for the road and bridge improvements on Hendrickson Road (Hendrickson Road Bridge #80-0.19 Rehabilitation Project - PID # 117504) to be constructed and funded in 2023; and

WHEREAS, it is necessary to enter into a Local Public Agency Federal Local –Let Project Agreement with ODOT in order for the County Engineer to bid out and complete the construction of the project and for ODOT to reimburse the County Engineer for the Federal BFP share of the project costs, which is 100% of the eligible construction costs, up to a maximum of \$600,000; and

NOW THEREFORE BE IT RESOLVED, to Authorize the County Engineer to execute a LPA (Local Public Agency) Federal Local – Let Project Agreement (Agreement # 37928 - as attached hereto and made a part hereof) with ODOT for the Hendrickson Road Bridge #80-0.19 Rehabilitation Project (PID # 117504); copy of agreement attached hereto and made a part hereof.

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

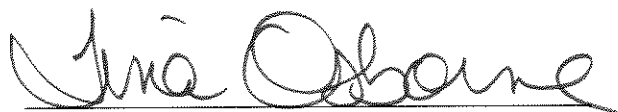
Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 30th day of August 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a – ODOT
Engineer (file)
Project file
Auditor – B. Quillen

SAM Unique Entity ID: VK72TVZ8EE51

CFDA 20.205

LPA FEDERAL LOCAL-LET PROJECT AGREEMENT

THIS AGREEMENT is made by and between the State of Ohio, Department of Transportation, hereinafter referred to as ODOT, 1980 West Broad Street, Columbus, Ohio 43223 and the **Warren County Engineer's Office** hereinafter referred to as the LPA, **210 W. Main Street, Lebanon, OH 45036**.

1. PURPOSE

- 1.1 The National Transportation Act has made available certain Federal funding for use by local public agencies. The Federal Highway Administration (hereinafter referred to as FHWA) designated ODOT as the agency in Ohio to administer FHWA's Federal funding programs.
- 1.2 Section 5501.03 (D) of the **Ohio Revised Code** (hereinafter referred to as ORC) provides that ODOT may coordinate its activities and enter into contracts with other appropriate public authorities to administer the design, qualification of bidders, competitive bid letting, construction, inspection, and acceptance of any projects administered by ODOT, provided the administration of such projects is performed in accordance with all applicable Federal and State laws and regulations with oversight by ODOT.
- 1.3 The **rehabilitation of Bridge WAR-CR 80-0.19 (SFN: 8332487) which carries Hendrickson Road over Dick's Creek** (hereinafter referred to as the PROJECT) is a transportation activity eligible to receive Federal funding, and which is further defined in the PROJECT scope.
- 1.4 The purpose of this Agreement is to set forth requirements associated with the Federal funds available for the PROJECT and to establish the responsibilities for the local administration of the PROJECT.

2. LEGAL REFERENCES AND COMPLIANCE

- 2.1 This Agreement is authorized and/or governed by the following statutes and/or policies, which are incorporated, by reference, in their entirety:
 - a. National Transportation Act, Title 23, U.S.C.; 23 CFR 635.105;
 - b. Federal Funding Accountability and Transparency Act of 2006 (FFATA);
 - c. 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards;
 - d. ODOT Locally Administered Transportation Projects, Manual of Procedures; and
 - e. State of Ohio Department of Transportation Construction and Material Specifications Manual (applicable to dates of PROJECT).
- 2.2 The LPA shall comply with all applicable Federal and State laws, regulations, executive orders, and applicable ODOT manuals and guidelines. This obligation is in addition to compliance with any law, regulation, or executive order specifically referenced in this Agreement.
- 2.3 The LPA shall have on file a completed and approved Local-let Participation Requirement Review Form before the first required submission of the Project's Stage Plan Set. Failure to comply will result in the delay of the Federal Authorization, for Construction, until the Form has been completed and approved. Failure to submit a completed Form will result in the Project reverting to ODOT-let

and the LPA will be prohibited from participating in the Local-let Program, until the Form is completed and approved by the Department.

3. FUNDING

- 3.1 The total cost for the PROJECT is estimated to be **\$475,000** as set forth in Attachment 1. ODOT shall provide to the LPA **100 percent** of the eligible costs, up to a maximum of **\$600,000** in Federal funds. This maximum amount reflects the funding limit for the PROJECT set by the applicable Program Manager. Unless otherwise provided, funds through ODOT shall be applied only to the eligible costs associated with the actual construction of the transportation project improvements and construction engineering/inspection activities.
- 3.2 The LPA shall provide all other financial resources necessary to fully complete the PROJECT, including all 100 percent Locally-funded work, cost overruns and contractor claims.

4. PROJECT DEVELOPMENT AND DESIGN

- 4.1 The LPA and ODOT agree that the LPA is qualified to administer this PROJECT and is in full compliance with all LPA participation requirements.
- 4.2 The LPA and ODOT agree that the LPA has received funding approval for the PROJECT from the applicable ODOT Program Manager having responsibility for monitoring such projects using the Federal funds involved.
- 4.3 The LPA shall design and construct the PROJECT in accordance with a recognized set of written design standards. The LPA shall make use of ODOT's Location and Design Manual (L&D), or the appropriate AASHTO publication. Even though the LPA may use its own standards, ODOT may require the LPA to use a design based on the L&D Manual for projects that contain a high crash rate or areas of crash concentrations. Where the LPA has adopted ODOT standards for the PROJECT, the LPA shall be responsible for ensuring that any ODOT standards used for the PROJECT are current and/or updated. The LPA shall be responsible for periodically contacting the ODOT District LPA Coordinator or through the following Internet website for any changes or updates: ODOT's Office of Local Programs
- 4.4 The LPA shall either designate an LPA employee, who is a registered professional engineer, to act as the Project Design Engineer and serve as the LPA's principal representative for attending to project responsibilities or engage the services of a pre-qualified ODOT consultant, who has been chosen using a Qualification-Based Selection (QBS) process, as required pursuant to ORC Sections 153.65 through 153.71. The pre-qualified list is available on the ODOT website at: www.dot.state.oh.us/DIVISIONS/Engineering/CONSULTANT
- 4.5 If Federal funds are used for a phase of project development and the LPA executes an agreement with a consultant prior to the receipt of the "Authorization" notification from ODOT, ODOT may terminate this Agreement and cease all Federal funding commitments.
- 4.6 ODOT reserves the right to move this PROJECT into a future sale year if the LPA does not adhere to the established PROJECT schedule, regardless of any funding commitments.

5. ENVIRONMENTAL RESPONSIBILITIES

- 5.1 In the administration of this PROJECT, the LPA shall be responsible for conducting any required public involvement events, for preparing all required documents, reports and other supporting materials needed for addressing applicable environmental assessment, for clearance responsibilities for the PROJECT pursuant to the National Environmental Policy Act and related

regulations, including the requirements of the National Historic Preservation Act; and for securing all necessary permits.

- 5.2 If the LPA does not have the qualified staff to perform any or all of the respective environmental responsibilities, the LPA shall hire an ODOT Pre-Qualified Consultant through a QBS process. The pre-qualified list is available on the ODOT web page at ODOT's Office of Contracts. If the LPA hires a pre-qualified consultant, the LPA shall be responsible for monitoring the consultant's activities and ensuring that the consultant is following all Federal and State laws, regulations, policies, and guidelines.
- 5.3 ODOT shall be responsible for the review of all environmental documents and reports and shall complete all needed coordination activities with State and Federal regulatory agencies toward securing environmental clearance.
- 5.4 The LPA shall be responsible for assuring compliance with all commitments made as part of the PROJECT's environmental clearance and/or permit requirements during the construction of the PROJECT.
- 5.5 The LPA shall require its consultant, selected to prepare a final environmental document pursuant to the requirements of the National Environmental Policy Act, to execute a copy of a disclosure statement specifying that the consultant has no financial or other interest in the outcome of the PROJECT.
- 5.6 The LPA shall submit a NOI to Ohio EPA to obtain coverage under the National Pollution Discharge Elimination System (NPDES) Construction General Permit for all projects where the combined Contractor and Project Earth Disturbing Activity (EDA) are one acre or more. If the LPA chooses not to use ODOT's L&D Vol. 2 on Local-Let LPA projects, they may use an alternative post-construction BMP criterion with Ohio EPA approval.

6. RIGHT OF WAY/ UTILITIES/ RAILROAD COORDINATION

- 6.1 All right-of-way acquisition activities shall be performed by the LPA in accordance with the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (Public Law 91-646) as amended by 49 CFR Part 24 (hereinafter referred to as Uniform Act), any related Federal regulations issued by the FHWA, and State rules, policies and guidelines issued by ODOT.
- 6.2 If existing and newly-acquired right of way is required for this PROJECT, the LPA shall certify that the all right of way has been acquired in conformity with Federal and State laws, regulations, policies, and guidelines. Per ODOT's Office of Real Estate, any LPA staff who perform real estate functions shall be prequalified. If the LPA does not have the qualified staff to perform any or all of the respective right of way functions, the LPA shall hire an ODOT Pre-qualified Consultant through a QBS process. The LPA shall not hire the same consultant to perform both the appraisal and appraisal review functions. Appraisal review shall be performed by an independent staff or fee reviewer and shall be hired directly by the LPA. Likewise, a consultant hired to perform right of way acquisition work is not permitted to perform both the relocation and relocation review functions. Relocation review shall be performed by an independent staff or fee reviewer.
- 6.3 If the LPA hires a pre-qualified consultant, the LPA shall be responsible for monitoring the consultant's activities and ensuring that the consultant is following all Federal and State laws, regulations, policies, and guidelines.
- 6.4 All relocation assistance activities shall be performed by the LPA in conformity with Federal and State laws, including the Uniform Act, and any related Federal regulations issued by the FHWA, and State rules, policies and guidelines issued by ODOT. The LPA shall not hire a consultant to perform both the relocation and relocation review functions nor shall the LPA hire a sub-consultant

for relocation and another sub-consultant for relocation review. Relocation review shall be performed by an independent staff person or independent fee reviewer and shall be hired directly by the LPA.

- 6.5 The LPA shall provide the ODOT District Office with its certification that all right of way property rights necessary for the PROJECT are under the LPA's control, that all right of way has been cleared of encroachments, and that utility facilities have been appropriately relocated or accounted for so as not to interfere with project construction activities. ODOT shall make use of the LPA's Right of Way Certification, as well as evaluate the LPA's and/or consultant's performance of the project real estate activities under Titles II and III of the Uniform Act, and, as appropriate, certify compliance to the FHWA. The LPA shall be liable to repay to ODOT all of the Federal funds disbursed to it under this Agreement if the certification of the LPA is found to be in error or otherwise invalid.
- 6.6 In the administration of this PROJECT, the LPA agrees to follow all procedures described in the ODOT Utilities Manual and 23 CFR Part 645. When applicable, the LPA shall enter into a utility relocation agreement with each utility prior to the letting of construction. No reimbursable construction costs shall be incurred by the LPA prior to the receipt of the "Authorization to Advertise" notification from ODOT. If such costs are incurred, ODOT may terminate this Agreement and cease all Federal funding commitments.
- 6.7 The LPA shall submit all subsequent modifications to the design of the PROJECT and/or any disposal of property rights acquired as part of the PROJECT to ODOT and FHWA for approval.
- 6.8 The LPA shall be responsible for any necessary railroad coordination and agreements. The LPA shall comply with the provisions of Title 23 of the Code of Federal Regulations and applicable chapters of the ORC regarding all activities relating to Railroad-Highway projects.
- 6.9 Consistent with Sections 10.1 and 10.4 of this Agreement, the LPA shall assure that, if any property acquired for this PROJECT is subsequently sold for less than fair market value, all Title VI requirements are included in the instrument which transfers the property. Consistent with sections 10.1 and 10.4 of this Agreement, the LPA shall assure that if the LPA grants a permit or license for the property acquired for this PROJECT that the license or permit require the licensee or permit holder to adhere to all Title VI requirements.
7. ADVERTISING, SALE AND AWARD
 - 7.1 The LPA **shall not** advertise for bids prior to the receipt of the "Authorization to Advertise" notification from ODOT. Should advertising or work commence prior to the receipt of the "Authorization to Advertise" notification, ODOT shall immediately terminate this Agreement and cease all Federal funding commitments.
 - 7.2 Any use of sole source or proprietary bid items must be approved by the applicable ODOT district. All sole source or proprietary bid items should be brought to the attention of the LPA Coordinator as soon as possible so as not to cause a delay in the plan package submission process. Bid items for traffic signal and highway lighting projects must be in conformance with ODOT's Traffic Engineering Manual.
 - 7.3 Once the LPA receives Federal authorization to advertise, the LPA may begin advertising activities. Whenever local advertisement requirements differ from Federal advertisement requirements, the Federal requirements shall prevail. The period between the first legal advertising date and the bid opening date shall be a minimum of twenty-one (21) calendar days. The LPA shall submit to ODOT any addendum to be issued during the advertisement period that changes estimates or materials. ODOT shall review and approve such addendum for project eligibility. All addenda shall be distributed to all potential bidders prior to opening bids and selling the contracts.

- 7.4 The LPA must incorporate ODOT's LPA Bid Template in its bid documents. The template includes Form FHWA-1273, Required Contract Provisions, a set of contract provisions and proposal notices that are required by regulations promulgated by the FHWA and other Federal agencies, which must be included in all contracts as well as appropriate subcontracts and purchase orders.
- 7.5 The LPA shall require the contractor to be enrolled in, and maintain good standing in, the Ohio Bureau of Workers' Compensation Drug-Free Safety Program (DFSP), or a similar program approved by the Bureau of Workers' Compensation, and the LPA must require the same of any of its subcontractors.
- 7.6 Only pre-qualified contractors are eligible to submit bids for this PROJECT. Pre-qualification status must be in effect/current at the time of award. For work types that ODOT does not pre-qualify, the LPA must still select a qualified contractor. Subcontractors are not subject to the pre-qualification requirement. In accordance with FHWA Form 1273 Section VII and 23 CFR 635.116, the "prime" contractor must perform no less than 30 percent of the total original contract price. The 30-percent prime requirement does not apply to design-build contracts.
- 7.7 In accordance with ORC Section 153.54, et. seq., the LPA shall require that the selected contractor provide a performance and payment bond in an amount equal to at least 100 percent of its contract price as security for the faithful performance of its contract. ODOT shall be named an obligee on any bond. If the LPA has 100 percent locally-funded work product within this Agreement, the LPA must allocate the correct percent of the performance and payment bond cost to the 100 percent locally-funded work product.
- 7.8 Before awarding a contract to the selected contractor, the LPA shall verify that the contractor is not subject to a finding for recovery under ORC Section 9.24, that the contractor has taken the appropriate remedial steps required under ORC Section 9.24, or that the contractor otherwise qualifies under the exceptions to this section. Findings for recovery can be viewed on the Auditor of State's website at <https://ohioauditor.gov/findings.html> . If the LPA fails to so verify, ODOT may immediately terminate this Agreement and release all Federal funding commitments.
- 7.9 Before awarding a contract to the selected contractor, the LPA shall verify that the contractor is an active registrant on the Federal System for Award Management (SAM). Pursuant to 48 CFR 9.404, contractors that have an active exclusion on SAM are excluded from receiving Federal contracts, certain subcontracts, and certain Federal financial and nonfinancial assistance and benefits. If the LPA fails to so verify, ODOT may immediately terminate this Agreement and release all federal funding commitments.
- 7.10 The LPA is prohibited from imposing any geographical hiring preference on any bidder in the LPA's bid documents or on any successful contractor in the LPA's award or contract for the construction of the PROJECT.
- 7.11 After analyzing all bids for completeness, accuracy, and responsiveness, per ORC 153.12, the LPA shall approve the award of the contract in accordance with laws and policies governing the LPA within 60 days after bid opening. Within 45 days of that approval, the LPA shall submit to ODOT notification of the project award by submitting a bid tabulation, a copy of the ordinance or resolution, and direct payment information as required in Attachment 2 of this Agreement, if applicable.
8. CONSTRUCTION CONTRACT ADMINISTRATION
- 8.1 The LPA shall provide and maintain competent and adequate project management covering the supervision and inspection of the development and construction of the PROJECT. The LPA shall bear the responsibility of ensuring that construction conforms to the approved plans, surveys, profiles, cross sections and material specifications. If a consultant is used for engineering and/or inspection activities, the LPA must use a QBS process as required pursuant to ORC Sections

153.65 through 153.71. Any construction contract administration or engineering costs incurred by the LPA or their consultant prior to the construction contract award date will not be eligible for reimbursement under this Agreement.

- 8.2 The LPA must maintain a project daily diary that is up-to-date and contains the following information: all work performed, list of equipment utilized, project personnel and hours worked, pay quantities, daily weather conditions, special notes and instructions to the contractor, and any unusual events occurring on or adjacent to the PROJECT. Additionally, the LPA is responsible for documenting measurements, calculations, material quality, quantity, and basis for payment; change orders, claims, testing and results, traffic, inspections, plan changes, prevailing wage, EEO and DBE, if applicable. The LPA is responsible for ensuring all materials incorporated into the PROJECT comply with ODOT's Construction and Material Specifications and meet the requirements of Appendix J in the LATP Manual of Procedures.
- 8.3 The LPA shall certify both the quantity and quality of material used, the quality of the work performed, and the amount of construction engineering cost, when applicable, incurred by the LPA for the eligible work on the PROJECT, as well as at the completion of construction. The LPA shall certify that the construction is in accordance with the approved plans, surveys, profiles, cross sections and material specifications or approved amendments thereto.
- 8.4 The Federal-aid Highway Program operates on a reimbursement basis, which requires that costs actually be incurred and paid before a request is made for reimbursement. The LPA shall review and/or approve all invoices prior to payment and prior to requesting reimbursement from ODOT for work performed on the PROJECT. If the LPA requests reimbursement, it must provide documentation of payment for the project costs requested. The LPA shall ensure the accuracy of any invoice in both amount and in relation to the progress made on the PROJECT. The LPA must submit to ODOT a written request for either current payment or reimbursement of the Federal/State share of the expenses involved, attaching copies of all source documentation associated with pending invoices or paid costs. To assure prompt payment, the measurement of quantities and the recording for payment should be performed on a daily basis as the items of work are completed and accepted.
- 8.5 ODOT shall pay, or reimburse, the LPA or, at the request of the LPA and with concurrence of ODOT, pay directly to the LPA's construction contractor ("Contractor"), the eligible items of expense in accordance with the cost-sharing provisions of this Agreement. If the LPA requests to have the Contractor paid directly, Attachment 2 to this Agreement shall be completed and submitted with the project bid tabulations, and the Contractor shall be required to establish Electronic Funds Transfer with the State of Ohio. ODOT shall pay the Contractor or reimburse the LPA within thirty (30) days of receipt of the approved Contractor's invoice from the LPA.
- 8.6 The LPA shall notify ODOT of the filing of any mechanic's liens against the LPA's Contractor within three (3) business days of receipt of notice of lien. Failure to so notify ODOT or failure to process a mechanic's lien in accordance with the provisions of Chapter 1311 of the ORC may result in the termination of this Agreement. Upon the receipt of notice of a mechanic's lien, ODOT reserves the right to (1) withhold an amount of money equal to the amount of the lien that may be due and owing to either the LPA or the Contractor; (2) terminate direct payment to the affected Contractor; or (3) take both actions, until such time as the lien is resolved.
- 8.7 Payment or reimbursement to the LPA shall be submitted to:

Warren County Engineer's Office
210 W. Main Street
Lebanon, OH 45036

- 8.8 If, for any reason, the LPA contemplates suspending or terminating the contract of the Contractor, it shall first seek ODOT's written approval. Failure to timely notify ODOT of any contemplated suspension or termination, or failure to obtain written approval from ODOT prior to suspension or termination, may result in ODOT terminating this Agreement and ceasing all Federal funding commitments.
- 8.9 If ODOT approves any suspension or termination of the contract, ODOT reserves the right to amend its funding commitment in paragraph 3.1 and, if necessary, unilaterally modify any other term of this Agreement in order to preserve its Federal mandate. Upon request, the LPA agrees to assign all rights, title, and interests in its contract with the Contractor to ODOT to allow ODOT to direct additional or corrective work, recover damages due to errors or omissions, and to exercise all other contractual rights and remedies afforded by law or equity.
- 8.10 Any LPA right, claim, interest, and/or right of action, whether contingent or vested, arising out of, or related to any contract entered into by the LPA for the work to be performed by the Contractor on this PROJECT (the Claim), may be subrogated to ODOT, and ODOT shall have all of the LPA's rights in/to the Claim and against any other person(s) or entity(ies) against which such subrogation rights may be enforced. The LPA shall immediately notify ODOT in writing of any Claim. The LPA further authorizes ODOT to sue, compromise, or settle any such Claim. It is the intent of the parties that ODOT be fully substituted for the LPA and subrogated to all of the LPA's rights to recover under such Claim(s). The LPA agrees to cooperate with reasonable requests from ODOT for assistance in pursuing any action on the subrogated Claim including requests for information and/or documents and/or to testify.
- 8.11 After completion of the PROJECT, and in accordance with Title 23 United States Code 116 and applicable provisions of the ORC, the LPA shall maintain the PROJECT to design standards and provide adequate maintenance activities for the PROJECT, unless otherwise agreed to by ODOT. The PROJECT must remain under public ownership and authority for 20 years unless otherwise agreed to by ODOT. If the PROJECT is not being adequately maintained, ODOT shall notify the LPA of any deficiencies, and if the maintenance deficiencies are not corrected within a reasonable amount of time, ODOT may determine that the LPA is no longer eligible for future participation in any Federally-funded programs.
- 8.12 The LPA must provide the final invoices, and final report (Appendix P located in the Construction Chapter of the LPA Manual) along with all necessary closeout documentation within 6 months of the physical completion date of the PROJECT. All costs must be submitted within 6 months of the established completion date. Failure to submit final invoices along with the necessary closeout documentation within the 6-month period may result in closeout of the PROJECT and loss of eligibility of any remaining Federal and or State funds.
- 8.13 The LPA shall be responsible for verifying that a C92 GoFormz has been completed by the prime contractor for each subcontractor and material supplier working on the project, prior to starting work. This requirement will be routinely monitored by the District Construction Monitor to ensure compliance.

9. CERTIFICATION AND RECAPTURE OF FUNDS

- 9.1 This Agreement is subject to the determination by ODOT that sufficient funds have been appropriated by the Ohio General Assembly to the State for the purpose of this Agreement and to the certification of funds by the Office of Budget and Management, as required by ORC Section 126.07. If ODOT determines that sufficient funds have not been appropriated for the purpose of this Agreement or if the Office of Budget and Management fails to certify the availability of funds, this Agreement or any renewal thereof will terminate on the date funding expires.
- 9.2 Unless otherwise directed by ODOT, if for any reason the PROJECT is not completed in its entirety or to a degree acceptable to ODOT and FHWA, the LPA shall repay to ODOT an amount equal to

the total funds ODOT disbursed on behalf of the PROJECT. In turn, ODOT shall reimburse FHWA an amount equal to the total sum of Federal dollars it has received for the PROJECT. If the LPA has not repaid ODOT in full an amount equal to the total funds ODOT disbursed on behalf of the PROJECT, any funds recovered from the performance and payment bond as required under section 7.7 shall be used to offset the Federal dollars reimbursed to FHWA.

10. NONDISCRIMINATION

- 10.1 In carrying out this Agreement, the LPA shall not discriminate against any employee or applicant for employment because of race, religion, color, sex (including pregnancy, gender identity and sexual orientation), national origin, ancestry, age, disability as that term is defined in the American with Disabilities Act, military status (past, present, or future), or genetic information. The LPA shall ensure that applicants are hired and that employees are treated during employment without regard to their race, religion, color, sex (including pregnancy, gender identity and sexual orientation), national origin, ancestry, age, disability, military status, or genetic information. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- 10.2 The LPA agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause, and in all solicitations or advertisements for employees placed by it, state that all qualified applicants shall receive consideration for employment without regard to race, religion, color, sex (including pregnancy, gender identity and sexual orientation), national origin, ancestry, age, disability, military status, or genetic information. The LPA shall incorporate this nondiscrimination requirement within all of its contracts for any of the work on the PROJECT (other than subcontracts for standard commercial supplies or raw materials) and shall require all of its contractors to incorporate such requirements in all subcontracts for any part of such project work.
- 10.3 The LPA shall ensure that Disadvantaged Business Enterprises (DBEs), as defined in 49 CFR Part 26, will have an equal opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided in conjunction with this Agreement. To meet this requirement, subcontractors who claim to be DBEs must be certified by ODOT. The LPA shall require that all contracts and other agreements it enters into for the performance of the PROJECT contain the following specific language:

Disadvantaged Business Enterprise (DBE) Requirement. DBE participation goals (subcontracts, materials, supplies) have been set on this PROJECT for those certified as DBEs pursuant to Title 23, U.S.C. section 140(c) and 49 CFR, Part 26, and where applicable qualified to bid with ODOT under Chapter 5525 of the ORC.

ODOT shall supply the percentage goal to the LPA upon review of the Engineer's Estimate. Prior to executing the contract with the contractor, and in order for ODOT to encumber the Federal/State funds, the contractor must demonstrate compliance with the DBE Utilization Plan and Good Faith Efforts requirements.

GOOD FAITH EFFORTS

In the event that the DBE contract goal established by ODOT is not met on a project, the Contractor shall demonstrate that it made adequate good faith efforts to meet the goal, even though it did not succeed in obtaining enough DBE participation to do so.

The Contractor shall demonstrate its Good Faith Effort(s) (GFEs) by submitting information including but not limited to the following to the LPA:

- (1) All written quotes received from certified DBE firms;
- (2) All written (including email) communications between the Contractor and DBE firms;
- (3) All written solicitations to DBE firms, even if unsuccessful;
- (4) Copies of each non-DBE quote when a non-DBE was selected over a DBE for work on the contract;
- (5) Phone logs of communications with DBE firms.

The LPA will send the GFE documentation including their recommendation to ODOT at the following address:

Office of Small & Disadvantaged Business Enterprise
The Ohio Department of Transportation
1980 West Broad Street, Mail Stop 3270
Columbus, Ohio 43223

ODOT shall utilize the guidance set forth in 49 CFR §26.53 Appendix A in determining whether the Contractor has made adequate good faith efforts to meet the goal. ODOT will review the GFE documentation and the LPA's recommendation and issue a written determination on whether adequate GFEs have been demonstrated by the Contractor.

The Contractor may request administrative reconsideration within two (2) days of being informed that it did not perform a GFE. The Contractor must make this request in writing to the following official:

Ohio Department of Transportation
Division of Chief Legal Counsel
1980 West Broad Street, Mail Stop 1500
Columbus, Ohio 43223

The reconsideration official will not have played any role in the original determination that the Contractor did not document sufficient good faith effort.

As part of this reconsideration, the Contractor will have the opportunity to provide written documentation or an argument concerning the issue of whether it met the goal or made adequate good faith efforts to do so. ODOT will send the Contractor a written decision on reconsideration explaining the basis for finding that the Contractor did or did not meet the goal or make adequate good faith efforts. The result of the reconsideration process is not administratively appealable.

ODOT may issue sanctions if the Contractor fails to comply with the contract requirements and/or fails to demonstrate the necessary good faith effort. ODOT may impose any of the following sanctions:

- (a) letter of reprimand;
- (b) contract termination; and/or
- (c) other remedies available by law including administrative suspension.

Factors to be considered in issuing sanctions include, but are not limited to:

- (a) the magnitude and the type of offense;
- (b) the degree of the Consultant's culpability;
- (c) any steps taken to rectify the situation;
- (d) the Contractor's record of performance on other projects including, but not limited to:
 - (1) annual DBE participation over DBE goals;
 - (2) annual DBE participation on projects without goals;

- (3) number of complaints ODOT has received from DBEs regarding the Contractor; and,
- (4) the number of times the Contractor has been previously sanctioned by ODOT; and,
- (e) Whether the Contractor falsified, misrepresented, or withheld information.

10.4 During the performance of this contract, the LPA, for itself, its assignees and successors in interest agrees as follows:

- (a) **Compliance with Regulations:** The LPA will comply with the regulations relative to nondiscrimination in Federally-assisted programs of the United States Department of Transportation (hereinafter "U.S. DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this contract.

In addition, the LPA will comply with the provisions of the Americans with Disabilities Act, Section 504 of the Rehabilitation Act, FHWA Guidance, and any other Federal, State, and/or local laws, rules and/or regulations (hereinafter referred to as "ADA/504").

- (b) **Nondiscrimination:** The LPA, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin, sex (including pregnancy, gender identification and sexual orientation), age, disability, low-income status or limited English proficiency in the selection and retention of contractors or subcontractors, including procurements of materials and leases of equipment. The LPA will not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations, as well as the ADA/504 regulations.

- (c) **Solicitations for Contractors or Subcontractors, including Procurement of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the LPA for work to be performed under a contract or subcontract, including procurements of materials or leases of equipment, each potential contractor, subcontractor, or supplier will be notified by the LPA of the LPA's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, sex (including pregnancy, gender identification and sexual orientation), age, disability, low-income status or limited English proficiency.

- (d) **Information and Reports:** The LPA will provide all information and reports required by the Regulations or directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the STATE or FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the LPA is in the exclusive possession of another who fails or refuses to furnish this information, the LPA will so certify to the STATE or FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.

- (e) **Sanctions for Noncompliance:** In the event of the LPA's noncompliance with the nondiscrimination provisions of this contract, the STATE will impose such contract sanctions as it or FHWA may determine to be appropriate, including, but not limited to:

- (1) withholding of payments to the LPA under the contract until the LPA complies, and/or
- (2) cancellation, termination or suspension of the contract, in whole or in part.

- (f) **Incorporation of Provisions:** The LPA will include the provisions of paragraphs 10.4 (a) through (e) above in every contract or subcontract, including procurements of materials

and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The LPA will take such action with respect to any contractor or subcontractor procurement as the STATE or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that, in the event the LPA becomes involved in, or is threatened with, litigation with a contractor, subcontractor, or supplier as a result of such direction, the LPA may request the STATE to enter into such litigation to protect the interests of the STATE, and, in addition, the LPA may request the United States to enter into such litigation to protect the interests of the United States.

11. DATA, PATENTS AND COPYRIGHTS - PUBLIC USE

- 11.1 The LPA shall ensure that any designs, specifications, processes, devices or other intellectual properties specifically devised for the PROJECT by its consultants or contractors performing work become the property of the LPA, and that when requested, such designs, specifications, processes, devices or other intellectual properties shall become available to ODOT and FHWA with an unrestricted right to reproduce, distribute, modify, maintain, and use. The LPA's consultants and contractors shall not seek or obtain copyrights, patents, or other forms of proprietary protection for such designs, specifications, processes, devices or other intellectual properties, and in providing them to the PROJECT, shall relinquish any such protections should they exist.
- 11.2 The LPA shall not allow its consultants or contractors to utilize within the development of the PROJECT any copyrighted, patented or similarly protected design, specification, process, device or other intellectual property unless the consultant or contractor has provided for such use by suitable legal agreement with the owner of such copyright, patent or similar protection. A consultant or contractor making use of such protected items for the PROJECT shall indemnify and save harmless the LPA and any affected third party from any and all claims of infringement on such protections, including any costs, expenses, and damages which it may be obliged to pay by reason of infringement, at any time during the prosecution or after the completion of work on the PROJECT.
- 11.3 In the case of patented pavements or wearing courses where royalties, licensing and proprietary service charges, exacted or to be exacted by the patentees, are published and certified agreements are filed with the LPA, guaranteeing to prospective bidders free unrestricted use of all such proprietary rights and trademarked goods upon payment of such published charges, such patented pavements or wearing courses may be specifically designated in the proposal and competition secured upon the item exclusive of the patent or proprietary charges.

12. TERMINATION; DEFAULT AND BREACH OF CONTRACT

- 12.1 Neglect or failure of the LPA to comply with any of the terms, conditions, or provisions of this Agreement, including misrepresentation of fact, may be an event of default, unless such failure or neglect are the result of natural disasters, strikes, lockouts, acts of public enemies, insurrections, riots, epidemics, civil disturbances, explosions, orders of any kind of governments of the United States or State of Ohio or any of their departments or political subdivisions, or any other cause not reasonably within the LPA's control. If a default has occurred, ODOT may terminate this Agreement with thirty (30) days written notice, except that if ODOT determines that the default can be remedied, then ODOT and the LPA shall proceed in accordance with sections 12.2 through 12.4 of this Agreement.
- 12.2 If notified by ODOT in writing that it is in violation of any of the terms, conditions, or provisions of this Agreement, and a default has occurred, the LPA shall have thirty (30) days from the date of such notification to remedy the default or, if the remedy will take in excess of thirty (30) days to complete, the LPA shall have thirty (30) days to satisfactorily commence a remedy of the causes preventing its compliance and curing the default situation. Expiration of the thirty (30) days and failure by the LPA to remedy, or to satisfactorily commence the remedy of, the default whether payment of funds has been fully or partially made, shall result in ODOT, at its discretion, declining to make any further payments to the LPA, or in the termination of this Agreement by ODOT. If this

Agreement is terminated, the LPA may be liable to repay to ODOT all of the Federal funds disbursed to it under this Agreement.

- 12.3 The LPA, upon receiving a notice of termination from ODOT for default, shall cease work on the terminated activities covered under this Agreement. If so requested by ODOT, the LPA shall assign to ODOT all its rights, title, and interest to any contracts it has with any consultants or contractors. Otherwise, the LPA shall terminate all contracts and other agreements it has entered into relating to such covered activities, take all necessary and appropriate steps to limit disbursements and minimize any remaining costs. At the request of ODOT, the LPA may be required to furnish a report describing the status of PROJECT activities as of the date of its receipt of notice of termination, including results accomplished and other matters as ODOT may require.
- 12.4 No remedy herein conferred upon or reserved by ODOT is intended to be exclusive of any other available remedy, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right or option accruing to ODOT upon any default by the LPA shall impair any such right or option or shall be construed to be a waiver thereof, but any such right or option may be exercised from time to time and as often as may be deemed expedient by ODOT.
- 12.5 This Agreement and obligation of the parties herein may be terminated by either party with thirty days written notice to the other party. In the event of termination, the LPA shall cease work, terminate all subcontracts relating to such terminated activities, take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish all data results, reports, and other materials describing all work under this contract, including without limitation, results accomplished, conclusions resulting therefrom, and such other matters as ODOT may require.
- 12.6 In the event of termination for convenience, the LPA shall be entitled to compensation, upon submission of a proper invoice, for the work performed prior to receipt of notice of termination, less any funds previously paid by or on behalf of ODOT. ODOT shall not be liable for any further claims, and the claims submitted by the LPA shall not exceed the total amount of consideration stated in this Agreement. In the event of termination, any payments made by ODOT in which services have not been rendered by the LPA shall be returned to ODOT.

13. THIRD PARTIES AND RESPONSIBILITIES FOR CLAIMS

- 13.1 Nothing in this Agreement shall be construed as conferring any legal rights, privileges, or immunities, or imposing any legal duties or obligations, on any person or persons other than the parties named in this Agreement, whether such rights, privileges, immunities, duties, or obligations be regarded as contractual, equitable, or beneficial in nature as to such other person or persons. Nothing in this Agreement shall be construed as creating any legal relations between the Director and any person performing services or supplying any equipment, materials, goods, or supplies for the PROJECT sufficient to impose upon the Director any of the obligations specified in section 126.30 of the ORC.
- 13.2 The LPA hereby agrees to accept responsibility for any and all damages or claims for which it is legally liable arising from the actionable negligence of its officers, employees or agents in the performance of the LPA's obligations made or agreed to herein.

14. NOTICE

14.1 Notice under this Agreement shall be directed as follows:

If to the LPA:

If to ODOT:

Neil F. Tunison, P.E., P.S.	Tammy K. Campbell, P.E.
Warren County Engineer	District 8 Deputy Director
210 W. Main Street	505 S. State Route 741
Lebanon, OH 45036	Lebanon, OH 45036

15. GENERAL PROVISIONS

15.1 *Recovery of LPA's allocable project Direct Labor, Fringe Benefits, and/or Indirect Costs:*

To be eligible to recover any costs associated with the LPA's internal labor forces allocable to this PROJECT, the LPA shall make an appropriate selection below: [LPA official must initial the option selected.]



1. No cost recovery of LPA's project direct labor, fringe benefits, or overhead costs.

- (A) The LPA **does not** currently maintain an ODOT approved federally compliant time-tracking system¹, **and**
- (B) The LPA **does not** intend to have a federally compliant time-tracking system developed, implemented, and approved by ODOT prior to the period of performance of this PROJECT, **and/or**
- (C) The LPA **does not** intend to pursue recovery of these project direct labor, fringe benefits, or overhead costs during the period of performance of this PROJECT Agreement.



2. Direct labor plus indirect costs calculated using the Federal 10% De Minimis Indirect Cost Rate.²

- (A) The LPA currently maintains, or intends to develop and implement prior to the period of performance of this PROJECT, an ODOT approved federally compliant time-tracking system, **and**
- (B) The LPA **does not** currently have, and **does not** intend to negotiate, an ODOT approved fringe benefits rate prior to the period of performance of this PROJECT.

1 A "federally compliant time-tracking system" is supported by a system of internal controls and record-keeping that accurately reflects the work performed; which provides reasonable assurance that the time being charged is accurate, allowable, and properly allocated; is incorporated in official records such as payroll records; reasonably reflects the employee's total activity; provides a time or percentage breakdown on all activities, both Federally funded and non-Federally funded for the employee and complies with the LPA's pre-established accounting practices and procedures.

2 [Also be sure to read footnote # 1] The De Minimis Indirect Cost Rate is 10 percent of modified total direct costs (MTDC) per 2 CFR §200.414. The definition of MTDC is provided in the regulation at 2 CFR §200.68. Any questions regarding the calculation of MTDC for a specific project should be directed to the Office of Local Programs. Further, regardless of whether the LPA subrecipient negotiates overhead rates with ODOT or uses the 10-percent de minimis rate, LPAs are required to maintain Federally-compliant time-tracking systems. Accordingly, LPAs are permitted to bill for labor costs, and then potentially associated



3. Direct labor, plus fringe benefits costs calculated using the LPA's ODOT approved Fringe Benefits Rate, plus indirect costs calculated using the Federal 10% De Minimis Indirect Cost Rate.³

- (A) The LPA currently maintains, or intends to develop and implement prior to the period of performance of this PROJECT, an ODOT approved federally compliant time-tracking system, *and*
- (B) The LPA currently has, or intends to negotiate, an ODOT approved fringe benefits rate prior to the period of performance of this PROJECT.



4. Direct labor, plus fringe benefits costs calculated using the LPA's ODOT approved Fringe Benefits Rate, plus indirect costs calculated using the LPA's ODOT approved Indirect Cost Rate.⁴

- (A) The LPA currently maintains, or intends to develop and implement prior to the period of performance of this PROJECT, an ODOT approved federally compliant time-tracking system, *and*
- (B) The LPA currently has, or intends to negotiate, an ODOT approved fringe benefits rate prior to the period of performance of this PROJECT, *and*
- (C) Instead of using the Federal 10% De Minimis Indirect Cost Rate, the LPA currently has, or intends to negotiate, an ODOT approved indirect cost rate prior to the period of performance of this PROJECT.

For any allocable project labor costs to be eligible for reimbursement with Federal and/or State funds, the LPA must maintain compliance with all timekeeping requirements specified in 2 CFR Part 200 and the ODOT LPA Cost Recovery Guidance, including ODOT Questions and Answers and related supplementary guidance, as applicable. Additionally, if the LPA elects to recover fringe and/or indirect costs, the LPA shall maintain compliance with Appendix VII of 2 CFR Part 200 and the LATP Manual of Procedures.

15.2 If the LPA decides to change its indirect cost recovery option, the change shall not become effective until this Agreement is amended pursuant to section 15.12 below to reflect the indirect cost recovery option utilized by the LPA on the PROJECT.

15.3 *Financial Reporting and Audit Requirements:* One or more phases of this Agreement include a sub award of Federal funds to the LPA. Accordingly, the LPA must comply with the financial reporting and audit requirements of 2 CFR Part 200.

All non-federal entities, including ODOT's LPA sub recipients, that have aggregate federal awards expenditures from all sources of \$750,000 or more in the non-federal entity's fiscal year must have

fringe/indirect costs, only if the labor costs are accumulated, tracked, and allocated in accordance with compliant systems. Before an LPA is eligible to invoice ODOT for and recover the 10% de minimis indirect cost rate on any project, the LPA's time-tracking system and methods for tracking other project costs must be reviewed and approved by the ODOT Office of External Audits. A non-Federal entity that elects to charge the de minimis rate must meet the requirements in 2 CFR 200 Appendix VII Section D, Part 1, paragraph b.

3 [Also be sure to read footnotes # 1 and 2] The fringe benefits rate billed to this project must be determined in accordance with the Rate Agreement periodically negotiated with and approved by the ODOT Office of External Audits. The fiscal period when the LPA's direct labor costs are paid will be matched with the ODOT approved rate for that fiscal year to determine which rate is applicable. Accordingly, the fringe benefits rate applicable to different fiscal years throughout the period of performance of the project may fluctuate to match changes to the ODOT approved rate.

4 [Also be sure to read footnote # 1] The fringe benefits and indirect cost rates billed to this project must be determined in accordance with the Rate Agreement periodically negotiated with and approved by the Office of External Audits. The fiscal period when the LPA's direct labor costs are paid will be matched with the ODOT approved rates for that fiscal year to determine which rates are applicable. Accordingly, the rates applicable to different fiscal years throughout the period of performance of the project may fluctuate to match changes to the ODOT approved rates.

a Single Audit, or program-specific audit, conducted for that year in accordance with the provisions of 2 CFR Part 200.

Federal and State funds expended to or on behalf of a sub recipient must be recorded in the accounting records of the LPA subrecipient. The LPA is responsible for tracking all project payments throughout the life of the PROJECT in order to ensure an accurate Schedule of Expenditures of Federal Awards (SEFA) is prepared annually for all *Applicable Federal Funds*. *Applicable Federal Funds* are those that are identified with the various project phases of this Agreement as a subaward. *Applicable Federal Funds* include not only those LPA project expenditures that ODOT subsequently reimburses with Federal funds, but also those Federal funds project expenditures that are disbursed directly by ODOT upon the request of the LPA.

The LPA must separately identify each ODOT PID and/or Project and the corresponding expenditures on its SEFA. LPAs are responsible for ensuring expenditures related to this PROJECT are reported when the activity related to the Federal award occurs. Further, the LPA may make this determination consistent with Section 2 CFR §200.502 and its established accounting method to determine expenditures including accrual, modified accrual or cash basis.

When project expenditures are not accurately reported on the SEFA, the LPA may be required to make corrections to and republish the SEFA to ensure Federal funds are accurately reported in the correct fiscal year. An ODOT request for the restatement of a previously published SEFA will be coordinated with the Ohio Auditor of State.

- 15.4 *Record Retention:* The LPA, when requested at reasonable times and in a reasonable manner, shall make available to the agents, officers, and auditors of ODOT and the United States government, its records and financial statements as necessary relating to the LPA's obligations under this Agreement. All such books, documents, and records shall be kept for a period of at least three years after FHWA approves the LPA's final Federal voucher for reimbursement of project expenses. In the event that an audit-related dispute should arise during this retention period, any such books, documents, and records that are related to the disputed matter shall be preserved for the term of that dispute. The LPA shall require that all contracts and other agreements it enters into for the performance of the PROJECT contain the following specific language:

As the LPA, ODOT or the United States government may legitimately request from time to time, the contractor agrees to make available for inspection and/or reproduction by the LPA, ODOT or United States government, all records, books, and documents of every kind and description that relate to this contract.

Nothing contained in this Agreement shall in any way modify the LPA's legal duties and obligations to maintain and/or retain its records under Ohio public records laws.

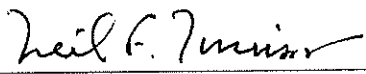
- 15.5 *Ohio Ethics Laws:* LPA agrees that they are currently in compliance and will continue to adhere to the requirements of Ohio Ethics law as provided by Section 102.03 and 102.04 of the ORC.
- 15.6 *State Property Drug-Free Workplace Compliance:* In accordance with applicable State and Federal laws, rules, and policy, the LPA shall make a good faith effort to ensure that its employees and its contractors will not purchase, transfer, use, or possess alcohol or a controlled substance while working on State property.
- 15.7 *Trade:* Pursuant to the federal Export Administration Act and Ohio Revised Code 9.76(B), the LPA and any contractor or sub-contractor shall warrant that they are not boycotting any jurisdiction with whom the United States and the State of Ohio can enjoy open trade, including Israel, and will not do so during the term of this Agreement.

The State of Ohio does not acquire supplies or services that cannot be imported lawfully into the United States. The LPA certifies that it, its Contractors, subcontractors, and any agent of the Contractor or its subcontractors, acquire any supplies or services in accordance with all trade control laws, regulations or orders of the United States, including the prohibited source regulations set forth in subpart 25.7, Prohibited Sources, of the Federal Acquisition Regulation and any sanctions administered or enforced by the U.S. Department of Treasury's Office of Foreign Assets Control. A list of those sanctions by country can be found at <https://www.treasury.gov/resource-center/sanctions/Programs/Pages/Programs.aspx>. These sanctions generally preclude acquiring any supplies or services that originate from sources within, or that were located in or transported from or through Cuba, Iran, Libya, North Korea, Syria, or the Crimea region of Ukraine.

- 15.8 *Lobbying:* Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, PL 104-65 (2 U.S.C. §1601, et seq.). LPA agrees that it will not use any funds for Lobbying, 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S. C. 1352. Each tier shall comply with Federal statutory provisions or the extent applicable prohibiting the use of Federal assistance funds for activities designed to influence congress to a State legislature on legislation or appropriations, except through proper official channels. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.
- 15.9 *Debarment.* LPA represents and warrants that it is not debarred from consideration for contract awards by the Director of the Department of Administrative Services, pursuant to either R.C. 153.02 or R.C. 125.25 or by the Federal Government pursuant to 2 CFR Part 1200 and 2 CFR Part 180.
- 15.10 *Governing Law:* This Agreement and any claims arising out of this Agreement shall be governed by the laws of the State of Ohio. Any provision of this Agreement prohibited by the laws of Ohio shall be deemed void and of no effect. Any litigation arising out of or relating in any way to this Agreement or the performance thereunder shall be brought only in the courts of Ohio, and the LPA hereby irrevocably consents to such jurisdiction. To the extent that ODOT is a party to any litigation arising out of or relating in any way to this Agreement or the performance thereunder, such an action shall be brought only in a court of competent jurisdiction in Franklin County, Ohio.
- 15.11 *Assignment:* Neither this Agreement nor any rights, duties, or obligations described herein shall be assigned by either party hereto without the prior express written consent of the other party.
- 15.12 *Merger and Modification:* This Agreement and its attachments constitute the entire Agreement between the parties. All prior discussions and understandings between the parties are superseded by this Agreement. Unless otherwise noted herein, this Agreement shall not be altered, modified, or amended except by a written agreement signed by both parties hereto.
- 15.13 *Severability:* If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, such holding shall not affect the validity or the ability to enforce the remainder of this Agreement. All provisions of this Agreement shall be deemed severable.
- 15.14 *Signatures:* Any person executing this Agreement in a representative capacity hereby represents that he/she has been duly authorized by his/her principal to execute this Agreement on such principal's behalf.

15.15 *Facsimile Signatures:* Any party hereto may deliver a copy of its counterpart signature page to this Agreement via fax or e-mail. Each party hereto shall be entitled to rely upon a facsimile or electronic signature on any other party delivered in such a manner as if such signature were an original.

The parties hereto have caused this Agreement to be duly executed as of the day and year last written below.

LPA: WARREN COUNTY	STATE OF OHIO DEPARTMENT OF TRANSPORTATION
By: 	By:
Title: County Engineer	Jack Marchbanks, Ph.D. Director
Date: 8/22/2022	Date:

APPROVED AS TO FORM



Adam M. Nice
Asst. Prosecuting Attorney

Attachment 1

PROJECT BUDGET – SOURCES AND USES OF FUNDS

USES	LPA FUNDS			FHWA FUNDS			STATE FUNDS			TOTAL
	Amount	%	SAC	Amount	%	SAC	Amount	%	SAC	
PRELIMINARY DEVELOPMENT		100			0					
FINAL DESIGN, CONSTRUCTION PLANS & SPECIFICATIONS		100			0					
ACQUISITION OF RIGHT OF WAY & UTILITY RELOCATION		100			0					
PROJECT CONSTRUCTION COSTS		0	LNTP	\$475,000	80	4B87				\$475,000
INSPECTION		100			0					
TOTALS				\$475,000						\$475,000

Attachment 2

117504
PID NUMBER

37928
AGREEMENT NUMBER

DIRECT PAYMENT OF CONTRACTOR

At the direction of the LPA and upon approval of ODOT, payments for work performed under the terms of the Agreement by the LPA's contractor shall be paid directly to the contractor in the pro-rata share of Federal/State participation. The invoice package shall be prepared by the LPA as previously defined in this Agreement, and shall indicate that the payment is to be made to the contractor. In addition, the invoice must state the contractor's name, mailing address and OAKS Vendor ID. Separate invoices shall be submitted for payments that are to be made to the contractor and those that are to be made to the LPA.

When ODOT uses Federal funds to make payment to the contractor, all such payments are considered to be expenditures of Federal funds received and also expended by the LPA (sub recipient). Accordingly, the LPA is responsible for tracking the receipts and payments and reporting the payments Federal (Receipts) Expenditures on the Schedule of Expenditures of Federal Awards (SEFA). An LPA that fails to report these funds accurately and timely may be required to restate the SEFA to comply with Federal reporting requirements.

We _____ (*INSERT NAME OF LPA*) request that all payments for the Federal/State share of the construction costs of this Agreement performed by _____ (*CONTRACTOR'S NAME*) be paid directly to _____ (*CONTRACTOR'S NAME*).

VENDOR Name:	Error! Reference source not found.
Oaks Vendor ID:	0000000000
Mailing Address:	Error! Reference source not found.
	Error! Reference source not found.
LPA signature:	

LPA Name:	Error! Reference source not found.
Oaks Vendor ID:	0000000000
Mailing Address:	Error! Reference source not found.
	Error! Reference source not found.
ODOT Approval signature:	

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 22-1312

Adopted Date August 30, 2022

AUTHORIZE ACCEPTANCE OF PROPOSAL MA-100046, FROM ALLSTATE TOWER,
FOR TOWER REPAIRS ON BEHALF OF WARREN COUNTY TELECOMMUNICATIONS

WHEREAS, Allstate Tower will be providing repair work at multiple Tower Sites, as indicated
on the attached quote; and

NOW THEREFORE BE IT RESOLVED, to accept the attached proposal MA-100046 from
Allstate Tower on behalf of Warren County Telecommunications for Tower Repairs.

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

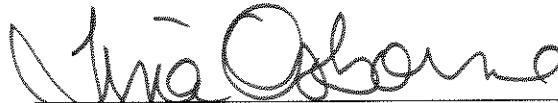
Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 30th day of August 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—Allstate Tower
Telecom (file)

ALLSTATE TOWER

PITTSBURGH
TANK & TOWER
GROUP

Since 1919

"100 years and still climbing"

232 Hellman Avenue
P.O. Box 25
Henderson, KY 42419
Tel. (270) 830-8512
Fax (270) 228-4551
www.ptfg.com

Date: May 23, 2022

Corey Burton, Communications System Manager
Warren County Telecommunications Dept.
500 Justice Dr.
Lebanon, OH 45036
Tel: 513-695-1177 Fax: 513-695-2973

Subject: Job Number MA-100046

Gentlemen:

Please find enclosed our proposal for the above subject work. Prior to start of work, we will furnish certificates of insurance evidencing general liability insurance as well as statutory limits of workmans's compensation insurance.

To accept our proposal, just sign and return one (1) copy to our Henderson, KY office.

Sincerely,

ALLSTATE TOWER, INC.



Kevin Roth
Vice President of Sales

270-830-8512 Ext. 3601

Enclosures:



Full Service Tower Company • Licensed Engineering Firm • Design-Build Steel Manufacturing
Maintenance • Inspection • Modification • Tower Steel • Structural Steel • Material Handling Solutions

ALLSTATE TOWER

PITTSBURGH
TANK & TOWER
GROUP

Since 1919

"100 years and still climbing"

P.O. Box 25
Henderson, KY 42419
ph. (270) 830-8512
fax (270) 228-4551
www.ptfg.com

Job Number: MA-100046
Order Date: May 23, 2022
PO Number:
Shipping Terms: FOB Henderson, KY
Shipping Method: Truck

Bill To
Warren County Telecommunications Dept. 500 Justice Dr. Lebanon, OH 45036 Corey Burton, Communications System Manager 513-695-1177 Corey.Burton@wcoh.net

Job Site/Ship To Location
Multiple sites 500 Justice Drive Lebanon, OH 45036 Corey Burton 513-695-1177 Corey.Burton@wcoh.net Warren County

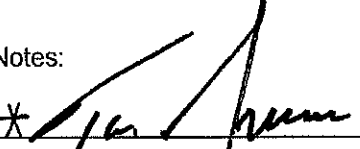
PAYMENT TERMS: Payment Due Upon Receipt of Invoice

Qty	Item	Unit Price	Total
1	MA100046-A (1) 180' SS - Warren County, OH "Goosecreek" 1. Mobilize to tower site. 2. Relocate safety climb device to B or C leg and extend to top of tower. - \$3,500.00 3. Wire brush and cold galvanize chipped areas of tower. \$1,500.00 4. Install 5' lightning rod to existing lightning rod extension. \$1,750.00 5. Remove (12) runs of inactive coax on tower and dispose as required. \$2,500.00	\$9,250.00	\$9,250.00
1	MA100046-B (1) 270' SS Tower - Warren County, OH "Manchester" 1. Mobilize to tower site. 2. Furnish and install (1) safety climb device. \$5,750.00 3. Re-secure ground wire as required. \$450.00 4. Plumb antenna and install sway brace for Omni antenna located at 96'. \$2,500.00 5. Remove unused antennas, coax and mounts and dispose. \$4,500.00	\$13,200.00	\$13,200.00
1	MA100046-C (1) 300' SS Tower - Warren County, OH "Hatfield" 1. Mobilize to tower site. 2. Wire brush and cold galvanize flange bolts in effected areas of tower. \$3,750.00 3. Furnish and install safety climb device. \$6,250.00 4. Wire brush and cold galvanize chipped/rusty areas of tower. \$3,500.00 5. Remove abandoned A1 incandescent light kit. \$3,000.00 6. Furnish and install (1) 6' lightning rod extension with 6' lightning rod. \$2,150.00 7. Remove (1) channelmaster dish, mount and coax located at 233'. \$3,000.00 8. Remove (1) unused coax from tower and dispose. \$1,000.00	\$22,650.00	\$22,650.00

1	MA100046-D (1) 180' SS Tower - Warren County, OH "EOC" 1. Mobilize to tower site. 2. Reroute coax trapped around safety climb cable. \$1,500.00 3. Furnish and install (1) 15' lightning rod extension with (1) 6' lightning rod. \$3,150.00 4. Lower (1) Omni antenna so tip height is 198'. \$2,500.00 5. Remove damaged antenna located at 52'. \$1,000.00 Notes: Lightning rod tip height to be 199'.	\$8,150.00	\$8,150.00
1	MA100046-E (1) 240' SS Tower - Warren County, OH "Snider Road" 1. Mobilize to tower site. 2. Furnish and replace (1) missing splice bolt at 210'. \$450.00 3. Furnish and install (1) 6' lightning rod extension with 4' lightning rod. \$3,250.00 4. Furnish and install safety climb device. \$4,500.00	\$8,200.00	\$8,200.00
1	MA100046-F (1) 170' SS Tower - Warren County, OH "Lytle" 1. Mobilize to tower site. 2. Furnish and install safety climb device. \$4,500.00 3. Wire brush and cold areas on tower. \$3,750.00 4. Furnish and install (1) 15' lightning rod extension with (1) 6' lightning rod. \$3,500.00	\$11,750.00	\$11,750.00

Order Total \$73,200.00

Additional Notes:

Signature:  Date of Acceptance: 8.30.22

Printed Name: Tom Grossmann Title: President

By accepting the proposal you are agreeing to the terms and conditions included within. Payments made by credit card may be subject to a processing fee of 3%.

Interest may be applied to payments not received in accordance to payment terms.

APPROVED AS TO FORM



Adam M. Nice
Asst. Prosecuting Attorney



TERMS & CONDITIONS

This proposal is made for immediate acceptance and is subject to withdrawal without notice and shall become a binding contract after its acceptance by the OWNER and then only upon its approval in writing by the CONTRACTOR by its authorized officer at its offices in Henderson, Kentucky, and shall be in all respects subject to the following terms and conditions. OWNER and CONTRACTOR are hereinafter sometimes referred to jointly as the PARTIES.

1. Paragraph not used The PARTIES agree to indemnify and hold each other harmless from any or all damages sustained by the indemnifying PARTY and/or its or their employees or agents as a direct or proximate result of the failure of the indemnifying PARTY to comply with Federal, State and/or Local safety requirements.

2. All towers are quoted assuming normal BIA soil conditions of 4,000 psf at frost line and unrestricted site, unless otherwise noted. If soils reports are provided, tower foundation designs will be based on information provided. Special piers, piling, blasting, pumping, clearing of land, land surveying, extra concrete, soil analysis, building permits, inspectors/inspections, local taxes, etc. are not included and, if required, will be responsibility of the OWNER.

3. Installation of transmission lines or waveguide will be terminated at the base of the tower unless otherwise noted. Installation included in quotation is for lines only and does not include installing end fittings. Prices assume lighting circuitry will be terminated at the base of tower. Prices do not include wiring to lighting control or main distribution panel. This work is to be performed by OWNER. Prices do not include connection of shelter electrical load center to power source.

4. Installation prices are based on the CONTRACTOR using his normal erection procedure, good site accessibility for delivery and concrete trucks and non-union labor.

5. Quotation prices do not include winter working conditions which are defined as snow, ice and/or freezing rain and a wind chill factor less than 15 degrees.

6. If required, the handling, removal and/or disposal of hazardous or contaminated material, such as asbestos, lead, chemicals or any like substance that requires special handling or that must be taken to a specific dump/disposal site is not included in the quotation for work submitted herein.

7. Site is to be accessible by a two wheel drive vehicle. Guy wire paths and anchors are to be clear and accessible or additional charges will be made.

8. If required in this proposal, crew will assist customer personnel with path alignments not to exceed 4 hours if customer is ready for alignments prior to other work being completed.

9. The PARTIES agree to be liable for the negligent acts or negligent omissions, intentional or wrongful acts or omissions, by or through itself, its employees and agents. Each party further agrees to defend itself and themselves and pay any judgments and costs arising out of such negligent, intentional or wrongful acts or omissions, and nothing in this Agreement shall impute or transfer any such liability from one to the other, to indemnify and hold harmless its or their officers, directors, employees and agents from and against any and all loss or liability for any and all claims, losses, damages, demands, expenses, penalties or costs (including attorney's fees) resulting from any injury to any person or damage to property of other PARTY arising directly from the indemnifying PARTY's performance of the Contract and caused solely by the negligence of the indemnifying PARTY, in performing services under this Contract, including but not limited to damage to the tower as the direct result of Force Majeure (as defined in Paragraph 10), willful or accidental tort by any indemnifying party, and failure of the foundation or earth under the foundation of the tower. However, OWNER will indemnify and hold harmless CONTRACTOR from and against any and all loss or liability from any and all claims, losses, damages, demands, expenses, penalties or costs (including attorney's fees) resulting from any injury to the indemnifying person or damage to property when the liability, loss or damage is caused by or arises out of the negligence of OWNER or of its officers, agents or employees. CONTRACTOR will indemnify

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Maintenance | Inspection | Modification | Tower Steel | Structural Steel | Material Handling Solutions

and hold harmless OWNER from and against any and all loss or liability from any and all claims, losses, damages, demands, expenses, penalties or costs (including attorney's fees) resulting from any injury to any person or damage to property when the liability, loss or damage is caused by or arises out of the negligence of CONTRACTOR or of its officers, agents or employees.

10. If the performance of this Contract, or any obligation there under, is interfered with by reason of any circumstances beyond reasonable control of the PARTY affected (Forces Majeures), including, without limitation, fire, lightning, explosion or other casualty, power failure, acts of God, war, revolution, civil commotion or acts of public enemy's; any law, order, regulation, ordinance, or requirement of any government or legal body or any representative of any such government or legal body; or labor unrest including, without limitations, strikes, slowdowns, picketing or boycotts, then the PARTY affected shall be excused from such performance on a day-to-day basis.

11. OWNER understands and agrees that the extent of CONTRACTOR's liability shall run to the work performed by CONTRACTOR on the OWNER's property and shall not include liability for any latent defects that may exist as a result of the original manufacturer's efforts and in no way attributable to CONTRACTOR's negligence.

12. OWNER agrees to keep said property insured against loss or damage by fire or by the elements of its own expense for an amount not less than the deferred balance so long as any thereof remains unpaid.

13. In the event OWNER requests CONTRACTOR to work in excess of CONTRACTOR's job work week, OWNER agrees to reimburse CONTRACTOR for the additional costs incurred for such overtime work and said over time premium shall be in addition to the contract price. excess work will not be performed and additional costs will not be paid without prior written agreement executed by the PARTIES.

14. This contract may be terminated for convenience by the OWNER upon 15 days prior written notice. CONTRACTOR shall be compensated for any work performed as of the date of termination. This contract shall not be subject to cancellation by the OWNER either in whole or in part, and in the event the OWNER attempts to cancel such agreement the OWNER shall be liable to the CONTRACTOR for all loss, costs and expenses of every sort and description whatsoever which the CONTRACTOR may previously have suffered or incurred or may thereafter suffer or incur by reason of refusal of the OWNER to carry out such agreement, whether the results to the CONTRACTOR of such refusal by the OWNER to carry out such agreement are foreseeable or not.

15. If, during the progress of the work, the OWNER desires to make any changes, the CONTRACTOR shall be properly paid by the OWNER for any additional expense caused by such changes and shall be notified in writing of any such changes. Extra work or material not covered by a specified price shall be billed and paid for at our standard rates for Time & Materials. No changes in the work or extra work shall be performed or compensated without prior written agreement executed by the PARTIES. No material is to be returned to the CONTRACTOR for any reason, without the CONTRACTOR's written permission.

16. If any material furnished by the CONTRACTOR is alleged by the OWNER to be defective or incorrectly manufactured and is rejected by the OWNER the OWNER shall promptly notify the CONTRACTOR. The CONTRACTOR shall have the option of replacing or correcting within reasonable time, any defective material or fault in manufacture at its own expense or of reimbursing the OWNER the agreed cost of such replacement or correction. The OWNER shall not furnish any materials or do any work for the CONTRACTOR's account without written authorization by the CONTRACTOR and definite written agreement from the CONTRACTOR as to the consideration, and in no case shall the CONTRACTOR be liable for more than the price charged by the CONTRACTOR for such material as may prove defective, and no payments shall be withheld by the OWNER pending adjustment of liability for alleged errors and the cost of correcting the same. Any complaint or claim in connection with any material furnished hereunder must be made not later than ten days after receipt of same, otherwise it is understood such material is satisfactory.

17. It is expressly agreed that there are no promises, agreements, or understandings outside of this instrument, and any subsequent cancellation or modifications must be mutually agreed upon in writing. The PARTIES

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Maintenance | Inspection | Modification | Tower Steel | Structural Steel | Material Handling Solutions

understand and agree that in the event of change in the work it is agreed to by the PARTIES that the said change shall not relieve guarantors of sureties of its obligations.

18. OWNER further understands and agrees that all Federal, State, and Municipal Taxes of any nature and kind that may be imposed on CONTRACTOR with respect to the products described herein shall be in addition to the contract price and OWNER assumes the obligation for paying for said additional costs being incurred by CONTRACTOR.

19. ~~Paragraph not used.~~ OWNER shall reimburse CONTRACTOR for any and all expenses that may be incurred by the CONTRACTOR in the event CONTRACTOR is required to take legal action in order to collect the consideration set out herein. This shall include CONTRACTOR's attorney's fees that may be incurred in collecting the sum set out herein.

20. OWNER agrees that CONTRACTOR may at its option accept payments of principal or interest past due or partial payments or money due without any manner modifying the terms of this contract and that such acceptance shall not be construed as a waiver of any subsequent fault on OWNER's part.

21. ~~Paragraph not used.~~ OWNER agrees that in the event of default in making payments as set out under the contract, CONTRACTOR shall have the right and option to declare the entire contract price due upon demand being made by the CONTRACTOR.

22. Inasmuch as the CONTRACTOR carries liability insurance, all liability claims MUST be investigated and settled by our insurance company. Therefore, the OWNER specifically agrees not to withhold sums due the CONTRACTOR under this contract by reason of any alleged insurance claims against the CONTRACTOR.

23. At all times, until the job completed, all material, equipment, etc. supplied by the CONTRACTOR shall be considered the property of Allstate Tower, Inc.

Should OWNER fail to make any and all scheduled payments, CONTRACTOR has the option of reclaiming all material or exercising the above clause #19.

24. Down time for materials furnished by OWNER not on the job site when the crew arrives to perform the work will be billed at \$60.00 per man hour based on an 8 hour working day.

25. The exclusive forum for any litigation resulting from this proposal shall be in Warren County, Ohio, and this contract shall be governed and construed under the laws of Ohio Henderson County, Kentucky.

26. CONTRACTOR shall carry Comprehensive General Liability coverage or Professional Liability coverage with limits of \$1,000,000 Per Occurrence, \$2,000,000 / Aggregate, with no interruption of coverage during the entire term of this Agreement. Vendor shall also carry automobile liability coverage with limits of \$1,000,000 Per Occurrence / Aggregate. OWNER 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. CONTRACTOR shall provide OWNER 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 OWNER. CONTRACTOR shall also carry statutory worker's compensation insurance as required by law and shall provide OWNER with certificates of insurance evidencing such coverage with the execution of this agreement. Cancellation or non-renewal of insurance shall be grounds to terminate this Agreement.

27. Each PARTY has the power and authority to enter into and perform this Contract, and the person signing this Contract on behalf of each party has been properly authorized and empowered to enter into this Contract.

IN WITNESS WHEREOF, the parties hereto have executed this Contract by their duly authorized representatives on the dates shown below.

Farmhand Indent, First Line: 0.5"

This Contract is entered into by Resolution No. _____ of _____ dated _____

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 22-1313

Adopted Date August 30, 2022

APPROVE AND ENTER INTO AN AGREEMENT WITH VALPAK OF CINCINNATI ON BEHALF OF WARREN COUNTY CHILDREN SERVICES


BE IT RESOLVED, to approve and authorize the Warren County Board of Commissioners to enter into an agreement with Valpak of Cincinnati on behalf of Warren County Children Services; copy of agreement is attached hereto and made a part hereof.

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

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

Resolution adopted this 30th day of August 2022.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

jc/

cc: c/a—Valpak of Cincinnati
Children Services (file)



ADVERTISING PURCHASE AGREEMENT

Distribution Vehicle/Advertising Service 2022 Valpak

By executing this Purchase Agreement ("Agreement") the undersigned party ("Purchaser") agrees to purchase from Val-Pak of Cincinnati, Inc. d.b.a. Valpak of Cincinnati, Valpak of Dayton, Valpak of Indianapolis, Valpak of Kentucky, Valpak of Western Pennsylvania, Valpak of Northwestern Ohio ("VPC"), and/or its assigns, the advertising services outlined below. Val-Pak of Cincinnati, Inc. is an Ohio Corporation.

PRODUCTION AND DELIVERY: VPC and/or its assigns agree to prepare an ad for insertion in the direct mail or advertising service product (Distribution Vehicle/Advertising Service) listed above. Purchaser agrees to pay to VPC and/or its assigns the purchase price for each insertion in accordance with the rates and terms herein. The size and type of ad, delivery date, areas of distribution and contract price shall be:

Estimated In-home	Product Code	Size	Print/ Hold	Areas	Qty.	CPM or Rate/Area	Extra Charges	TOTAL PRICE
10-4-22	PlusOne	Postcard		EC	10,000 hhs			\$2,500.00
10-4-22	CP44	insert		EH	10,000 hhs			N/C
11-7-22	PlusOne	Postcard		ED	10,000 hhs			\$2,500.00
11-7-22	CP44	insert		EF	10,000 hhs			N/C
12-1-22	PlusOne	Postcard		EF	10,000 hhs			\$2,500.00
12-1-22	CP44	insert		EC	10,000 hhs			N/C
				• Insert at no charge with each PlusOne purchase on first contract				

PAYMENT TERMS New customers must be pre-paid with proof approval. Customers with established credit, and personal guarantee, full payment is due on mail date and must be paid within thirty (30) days from the invoice date. For Solo Mail purchases, these payment terms apply to only the printing and processing, all estimated postage costs must be paid in full prior to a solo mail order being processed.

SALES TAX: Purchaser agrees that applicable sales/use taxes shall be charged to Purchaser by VPC and/or its assigns, unless a valid completed sales/use tax exemption certificate accompanies this Agreement, or has been previously provided to VPC and/or its assigns with continuing effect.

ADDITIONAL TERMS: Purchaser acknowledges that this Agreement includes, and is subject to the additional terms set forth on the reverse side of this Agreement. Purchaser further acknowledges that this agreement shall be of no force and effect until approved by a General Manager.

By the signature below, the Signer represents that they have thoroughly read this agreement and are the owner or authorized corporate officer for the below-named business who is authorized to both order the advertising described herein and to obligate the below-named business to pay for such advertising and if the Purchaser fails to fulfill its obligations pursuant to this Agreement, then the below-named Signer shall be personally liable and hereby personally guarantees payment under this Agreement.

Board of County Commissioners of Warren County, Ohio, on behalf of Warren County			
Company:	<u>Children's Services</u>	Phone: <u>513-695-1546</u>	Fax: _____
Full Address:	<u>416 South East Street, Lebanon, OH 45036</u>		Email: _____
Print Name:	_____		Mobile/Home: _____
Signature:	<u>X [Signature]</u>	<u>* [Signature]</u>	PRODUCTION INFORMATION
Date:	<u>August 11, 2022</u>	Title: <u>President</u>	Ad Name: _____
Account Manager:	<u>Linda Schutty</u>	Gen. Mgr. _____	Acct #: _____ NC
Credit Card Type:	_____	Credit Card #: _____	Cat. Desc.: _____ <input type="checkbox"/>
Name on Card:	_____	Auth. Signature: _____	Exp. Date _____
			Date to Process _____

Valpak of Cincinnati • 4866 Cooper Rd. • Cincinnati, OH 45242 • (513) 794-4110 • Fax: (513) 794-4140

ADDITIONAL TERMS

APPROVAL OF COPY: All advertising copy shall be approved by the Purchaser prior to publication. VPC and/or its assigns shall furnish Purchaser with a Final Proof of the advertising copy for purposes of obtaining Purchaser's approval in accordance with the necessary Production Schedule ("Production Schedule") established by VPC and/or its assigns. Purchaser acknowledges its responsibility to promptly advise VPC and/or its assigns of corrections to any proofs submitted to it by VPC and/or its assigns, and in no circumstances later than 24 hours, and to promptly furnish its approval on Final Proofs by providing an advertising copy release, which also shall be no later than 24 hours. In addition to written signed copy releases, VPC and/or its assigns is authorized to accept copy releases obtained from Purchaser by e-mail, written facsimile, or oral telephonic means when deemed necessary by VPC and/or its assigns to meet a production schedule. In addition, VPC and/or its assigns is authorized to proceed with publication of advertising copy on an assumed approval basis if within three (3) business days of furnishing a Final Proof to Purchaser, VPC and/or its assigns has not received notice of any corrections from Purchaser.

Ads in special flyer formats will have coupons appearing in the top or bottom half of advertisement space after copy approval at VPC and/or its assign's discretion.

ASSIGNMENT AND SUBSTITUTION: VPC and/or its assigns reserves the right to assign any and all rights bestowed upon it under this Agreement to any assignee VPC and/or its assigns deems capable of carrying out the terms of this Agreement. VPC and/or its assigns also reserve the right to substitute Purchaser's advertisement in any other Distribution Vehicle/Advertising Service at VPC and/or its assign's discretion. The substitution will be made for the same In-Home delivery period set forth in the Production and Delivery section of the Agreement. Upon Purchaser's written request, VPC and/or its assigns will provide Purchaser written notification prior to a mailing if VPC and/or its assigns plan to make a substitution.

PURCHASER DEFAULTS: If the Purchaser 1) fails to make payments in accordance with the terms agreed to herein, or 2) fails to submit, approve or provide corrections for advertising copy in accordance with the established Production Schedule as provided herein, or 3) otherwise fails to perform as required under this Agreement, VPC and/or its assigns shall have the option to immediately declare this Agreement breached, and VPC and/or its assigns shall have no further obligation to perform under this Agreement. Election of such option by VPC and/or its assigns shall not constitute a waiver, costs incurred through the date of the default. Because of the critical timing of production schedules, VPC and/or its assigns may, but is not required to, offer a cure period to allow the Purchaser the opportunity to cure the breach after VPC and/or its assigns declares Purchaser to be in default on the Agreement. If VPC and/or its assigns elect to offer Purchaser the opportunity to cure Purchaser's breach, Purchaser shall have 10 days within which to do so. If Purchaser is a featured member of the "In-Touch Team" VPC and/or its assigns shall have sole authority to remove Purchaser from the "In-Touch Team" for any reason whatsoever, including but not limited to, BBB complaints, customer complaints made directly to VPC and/or its assigns or any other disparaging behavior.

COPYRIGHT OWNERSHIP: The parties expressly agree that the advertisements created pursuant to the Agreement are "artworks for hire" and that VPC and/or its assigns have the right to copyright said advertisements in the name of VPC and/or its assigns and is the owner of all rights and privileges attendant thereto. Such advertisements cannot be reproduced without the prior written consent of VPC and/or its assigns. Color separations, film, chromes and other graphic materials are the sole property of VPC and/or its assigns, NOT THE PURCHASER, as the purchaser pays for the creation and use of such materials for VPC and/or its assigns publications only. Notwithstanding the foregoing, the parties acknowledge that Purchaser is a political subdivision of the State of Ohio, and subject to Ohio's public record laws. Reproduction for the purpose of response to any request for public records shall not violate any rights of VPC related to the copyright or otherwise, and VPC shall comply and assist Purchaser in compliance with its legal obligations under Ohio's Public Records law.

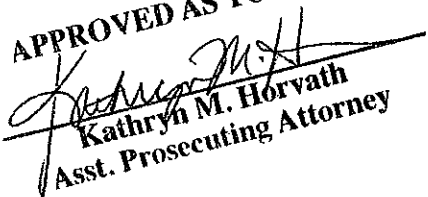
ADVERTISING AGENCY DISCLAIMERS: In the event Purchaser is an advertising agency or advertising company representing multiple customers and/or advertising entities ("Agency"), said Agency hereby expressly acknowledges that VPC and/or its assigns is an independent franchisee or licensee and could be considered a competitor of Agency. Agency further acknowledges that in the course of doing business with VPC and/or its assigns as an advertising company, any information provided may be used by VPC and/or its assigns or its franchisor, licensor or affiliate companies in its future business endeavors as an advertising company. Agency hereby waives any rights or claims against VPC and/or its assigns for use of any information obtained from Agency in the course of doing business with VPC and/or its assigns unless Agency provides written notice of confidentiality, trademark or trade secret rights or claims of any such materials or information contemporaneous with the signing of this Agreement.

LIABILITY OF VALPAK: Purchaser's exclusive remedy against VPC and/or its assigns shall be limited to the value of the advertising services set forth in the Production and Delivery section of the Agreement. No other remedy, including but not limited to, incidental or consequential damages for lost profits or for lost sales or any other incidental or consequential loss, shall be available to Purchaser. VPC and/or its assigns is not liable for delays in delivery and/or non-delivery in the event of an Act of God, action by any governmental or quasi-governmental entity, fire, flood, or any other condition beyond the control of VPC and/or its assigns affecting production or delivery in any manner. Purchaser waives and releases VPC and/or its assigns, its employees and agents, from any claim, demand or liability arising directly or indirectly from the occurrence of any event beyond the control of VPC and/or its assigns. Purchaser acknowledges that VPC and/or its assigns cannot guarantee advertising results and that no promises of guaranteed results have been made. It is also understood that advertising results, or lack of results, will in no way affect Purchaser's liability to VPC and/or its assigns. VPC and/or its assigns make no warranties, express or implied, not specifically set forth in this Agreement.

VPC and/or its assigns assumes no liability if for any reason an advertisement is omitted, except that VPC and/or its assigns will return any monies received from Purchaser for such advertisement. VPC and/or its assign's liability for any error or omission will not exceed the cost of such advertisement. Purchaser acknowledges that any advertising for which the Agreement is executed less than forty-five (45) days prior to publication date, shall be subject to space availability.

VALPAK.COM: In those instances where Valpak.com is packaged together with Valpak envelope advertising the terms and conditions contained herein shall apply to all coupons placed on Valpak.com.

MISCELLANEOUS TERMS: The laws of the State of Ohio shall govern the interpretation of the Agreement and Purchaser and Signer shall be subject to jurisdiction in Warren County, Ohio. No promises have been made which are not stated herein. All advertisements are accepted and published by VPC and/or its assigns on the representation that the Purchaser and/or advertising agency are properly authorized to publish the entire contents and subject matter thereof. When advertisements containing the names, pictures and/or testimonial of any living persons are submitted for publication, the order or request for the publication thereof shall be deemed to be a representation by the Purchaser and/or advertising agency that they have obtained the written consent for the use in the advertisement of the name, picture and/or testimonial of any living person which is contained therein. All copy, text and illustrations are subject to VPC, its officers, directors, members, employees, consultants, and/or its assign's approval before execution of the order and the right is reserved to reject or exclude copy which is unethical, misleading, extravagant, challenging, questionable in character, in bad taste, detrimental to public health or interest, otherwise inappropriate or incompatible with the character of the publication, or that does not meet with the approval of the Federal Trade Commission whether or not the same has already been accepted and/or published. In the event of cancellation or rejection by VPC and/or its assigns, Purchaser shall pay for any advertising already run at the rate provided for in the Agreement.

APPROVED AS TO FORM

Kathryn M. Horvath
Asst. Prosecuting Attorney

AFFIDAVIT OF NON COLLUSION

STATE OF Ohio
COUNTY OF Warren

I, Linda Schutt, holding the title and position of ValPak Regional Manager at the firm Slatt Group/ValPak, 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.

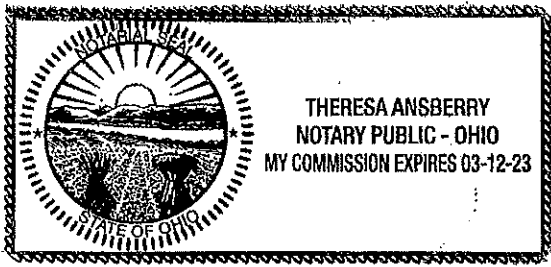
Linda Schutt
AFFIANT

Subscribed and sworn to before me this 23rd day of August 20 22

Theresa Ansberry
(Notary Public),

Hamilton County.

My commission expires 03-12-23 20 23



Resolution

Number 22-1314

Adopted Date August 30, 2022

AUTHORIZE THE PRESIDENT OF THIS BOARD TO SIGN A FUNDING APPROVAL/ AGREEMENT BETWEEN WARREN COUNTY AND THE U.S. DEPARTMENT OF HOUSING & URBAN DEVELOPMENT RELATIVE TO THE FISCAL YEAR 2022 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)

BE IT RESOLVED, to authorize the President of this Board to sign a Funding Approval/ Agreement, as attached hereto and made a part hereof, between the Warren County Board of Commissioners and the U.S. Department of Housing & Urban Development relative to the Fiscal Year 2022 Community Development Block Grant (CDBG); and

BE IT FURTHER RESOLVED, in the event funding is not available from the U.S. Department of Housing & Urban Development, the Warren County Board of Commissioners has no further obligation to fund this Program.

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

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

Resolution adopted this 30th day of August 2022.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

/sm

cc: c/a—US Department of Housing & Urban Development
OGA (file)
HUD

Funding Approval/Agreement

Title I of the Housing and Community Development Act (Public Law 930383)
 HI-00515R of 20515R

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

OMB Approval No. 2506-0193
 exp 1/31/2025

1. Name of Grantee (as shown in Item 5 of Standard Form 424) Warren County	3a. Grantee's 9-digit Tax ID Number 316000058	3b. Grantee's 9-digit DUNS Number VK7ZTVZ8EE51 (JEBI)
2. Grantee's Complete Address (as shown in item 5 of Standard Form 424) 406 Justice Drive Room 311 Lebanon, OH 45036-	4. Date use of funds may begin 01/01/2022	
	5a. Project/Grant No. 1 B-22-UC-39-0009	6a. Amount Approved \$731,402
	5b. Project/Grant No. 2	6b. Amount Approved

Grant Agreement: This Grant Agreement between the Department of Housing and Urban Development (HUD) and the above named Grantee is made pursuant to the authority of Title I of the Housing and Community Development Act of 1974, as amended, (42 USC 5301 et seq.). The Grantee's submissions for Title I assistance, the HUD regulations at 24 CFR Part 570 (as now in effect and as may be amended from time to time), and this Funding Approval, including any special conditions, constitute part of the Agreement. Subject to the provisions of this Grant Agreement, HUD will make the funding assistance specified here available to the Grantee upon execution of the Agreement by the parties. The funding assistance specified in the Funding Approval may be used to pay costs incurred after the date specified in item 4 above provided the activities to which such costs are related are carried out in compliance with all applicable requirements. Pre-agreement costs may not be paid with funding assistance specified here unless they are authorized in HUD regulations or approved by waiver and listed in the special conditions to the Funding Approval. The Grantee agrees to assume all of the responsibilities for environmental review, decision making, and actions, as specified and required in regulations issued by the Secretary pursuant to Section 104(g) of Title I and published in 24 CFR Part 58. The Grantee further acknowledges its responsibility for adherence to the Agreement by sub-recipient entities to which it makes funding assistance hereunder available.

U.S. Department of Housing and Urban Development (By Name) Matthew LaMantia		Grantee Name (Contractual Organization) Warren County (Warren County)	
Title CPD Director		Title	
Signature X	Date 8/16/2022	Signature 	Date 8-30-22

7. Category of Title I Assistance for this Funding Action: Entitlement, Sec 106(b)	8. Special Conditions (check one) <input type="checkbox"/> None <input checked="" type="checkbox"/> Attached	9a. Date HUD Received Submission 7/6/2022	10. check one <input checked="" type="checkbox"/> a. Orig. Funding Approval <input type="checkbox"/> b. Amendment Amendment Number
		9b. Date Grantee Notified 8/16/2022	
		9c. Date of Start of Program Year 5/1/2022	
11. Amount of Community Development Block Grant			
a. Funds Reserved for this Grantee		FY 2022	
b. Funds now being Approved		\$731,402	
c. Reservation to be Cancelled (11a minus 11b)			

12a. Amount of Loan Guarantee Commitment now being Approved N/A	12b. Name and complete Address of Public Agency
Loan Guarantee Acceptance Provisions for Designated Agencies: The public agency hereby accepts the Grant Agreement executed by the Department of Housing and Urban Development on the above date with respect to the above grant number(s) as Grantee designated to receive loan guarantee assistance, and agrees to comply with the terms and conditions of the Agreement, applicable regulations, and other requirements of HUD now or hereafter in effect, pertaining to the assistance provided it.	12c. Name of Authorized Official for Designated Public Agency
	Title
	Signature X _____

HUD Accounting use Only

Batch	TAC	Program Y	A Reg Area	Document No.	Project Number	Category	Amount	Effective Date	F
	153								
	176								
		Y			Project Number		Amount		
		Y			Project Number		Amount		

Date Entered PAS	Date Entered LOCCS	Batch Number	Transaction Code	Entered By	Verified By
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APPROVED AS TO FORM

Adam M. Nice

8. Special Conditions.

- (a) The period of performance and single budget period for the funding assistance specified in the Funding Approval (“Funding Assistance”) shall each begin on the date specified in item 4 and shall each end on September 1, 2029. The Grantee shall not incur any obligations to be paid with such assistance after September 1, 2029.
- (b) The Recipient shall attach a schedule of its indirect cost rate(s) in the format set forth below to the executed Agreement that is returned to HUD. The Recipient shall provide HUD with a revised schedule when any change is made to the rate(s) described in the schedule. The schedule and any revisions HUD receives from the Recipient shall be incorporated herein and made a part of this Agreement, provided that the rate(s) described comply with 2 CFR part 200, subpart E.

<u>Administering Department/Agency</u>	<u>Indirect cost rate</u>	<u>Direct Cost Base</u>
_____	_____ %	_____
_____	_____ %	_____
_____	_____ %	_____
_____	_____ %	_____
_____	_____ %	_____

Instructions: The Recipient must identify each agency or department of the Recipient that will carry out activities under the grant, the indirect cost rate applicable to each department/agency (including if the de minimis rate is used per 2 CFR §200.414(f)), and the type of direct cost base to which the rate will be applied (for example, Modified Total Direct Costs (MTDC)). Do not include indirect cost rates for subrecipients.

- (c) In addition to the conditions contained on form HUD 7082, the grantee shall comply with requirements established by the Office of Management and Budget (OMB) concerning the Dun and Bradstreet Data Universal Numbering System (DUNS); the System for Award Management (SAM.gov.); the Federal Funding Accountability and Transparency Act as provided in 2 CFR part 25, Universal Identifier and General Contractor Registration; and 2 CFR part 170, Reporting Subaward and Executive Compensation Information.
- (d) The grantee shall ensure that no CDBG funds are used to support any Federal, State, or local projects that seek to use the power of eminent domain, unless eminent domain is employed only for a public use. For the purposes of this requirement, public use shall not be construed to include economic development that primarily benefits private entities. Any use of funds for mass transit, railroad, airport, seaport or highway projects as well as utility projects which benefit or serve the general public (including energy-related, communication-related, water- related and wastewater-related infrastructure), other structures

designated for use by the general public or which have other common-carrier or public-utility functions that serve the general public and are subject to regulation and oversight by the government, and projects for the removal of an immediate threat to public health and safety or brownfield as defined in the Small Business Liability Relief and Brownfields Revitalization Act (Public Law 107–118) shall be considered a public use for purposes of eminent domain.

- (e) The Grantee or unit of general local government that directly or indirectly receives CDBG funds may not sell, trade, or otherwise transfer all or any such portion of such funds to another such entity in exchange for any other funds, credits or non-Federal considerations, but must use such funds for activities eligible under title I of the Act.
- (f) E.O. 12372-Special Contract Condition - Notwithstanding any other provision of this agreement, no funds provided under this agreement may be obligated or expended for the planning or construction of water or sewer facilities until receipt of written notification from HUD of the release of funds on completion of the review procedures required under Executive Order (E.O.) 12372, Intergovernmental Review of Federal Programs, and HUD's implementing regulations at 24 CFR Part 52. The recipient shall also complete the review procedures required under E.O. 12372 and 24 CFR Part 52 and receive written notification from HUD of the release of funds before obligating or expending any funds provided under this agreement for any new or revised activity for the planning or construction of water or sewer facilities not previously reviewed under E.O. 12372 and implementing regulations.
- (g) CDBG funds may not be provided to a for-profit entity pursuant to section 105(a)(17) of the Act unless such activity or project has been evaluated and selected in accordance with Appendix A to 24 CFR 570 - "Guidelines and Objectives for Evaluating Project Costs and Financial Requirements." (Source - P.L. 113-235, Consolidated and Further Continuing Appropriations Act, 2015, Division K, Title II, Community Development Fund).

Resolution

Number 22-1315

Adopted Date August 30, 2022

APPROVE AMENDMENT #2 TO THE AGREEMENT WITH UNIVERSAL TRANSPORTATION SYSTEMS, LLC AND AUTHORIZE THE PRESIDENT OF THIS BOARD TO SIGN DOCUMENTS RELATIVE THERETO

WHEREAS, pursuant to Resolution #20-1634, Warren County entered into an agreement with Universal Transportation System, LLC, for the operation of Warren County Transit Service; and

WHEREAS, the County desires to amend the contract to include payment for cameras which will improve service to residents; and

NOW THEREFORE BE IT RESOLVED, to approve Amendment #2 to the agreement with Universal Transportation System, LLC and authorize the President of this Board to sign documents relative thereto, as attached hereto and made a part hereof.

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

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 30th day of August 2022.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

/sm

cc: c/a – Universal Transportation Systems LLC
OGA (file)
Transit (file)

**AMENDMENT #2
TO CONTRACT FOR
TRANSPORTATION SERVICES**

Amendment to the contract dated November 17, 2020, Resolution #20-1634, for the operation of the Warren County Transit System (WCTS):

By and between the County:

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

and the Service Provider:

Universal Transportation Systems LLC
DBA UTS
5284 Winton Road
Fairfield, OH 45014

Amend **SECTION 7. COMPENSATION** to read as follows:

The Service Provider shall submit properly documented invoices, not more than once a month based on vehicle hours of service. The vehicle hourly rate shall be \$32.15, not to exceed 29,766 vehicle hours. After reviewing and verifying invoices, the County will process said invoices and remit payment within thirty (30) days, contingent on the availability of federal, state and/or local funds. Service Provider may cease to provide services under this Agreement should County fail to compensate Service Provider for services rendered. The provisions of the preceding paragraph shall apply to compensation owed to Service Provider.

A "Vehicle Hour" is defined as, "from the time the vehicle picks up the first passenger until the time the vehicle drops off their last passenger, excluding any scheduled lunch breaks".

The Service Provider shall invoice County for the cost of cameras with GPS capability for the purpose of improving safety and trip request capability. Invoice to the County shall be for the exact cost that the Service Provider is paying for the camera service. Service Provider agrees to submit to County copies of invoices from the camera servicing company. Annual cost shall not exceed \$9,180 annually.

PAYMENT TERMS. County shall pay Service Provider within 30 days of receipt of Service Provider's invoice.

DISPUTED INVOICES. In the event County disputes any portion of Service Provider's invoice, County shall notify Service Provider in writing within fourteen (14) days of receipt of Service Provider's invoice. County shall pay the undisputed portion of the invoice within thirty (30) days of receipt of Service Provider's invoice.

DISPUTE RESOLUTION. Service Provider and County shall meet within fourteen (14) days of Service Provider's receipt of County's notice of a disputed invoice to negotiate a resolution to the dispute. In the event Service Provider and County cannot resolve the dispute through negotiation, the dispute will be resolved in accordance with Section 31 (below).

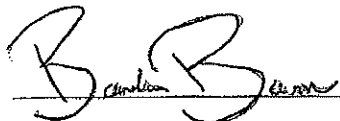
This Amendment agreed to by:

Warren County Board of Commissioners

Universal Transportation Systems LLC


*  _____

Date 8.30.22

 _____

Date 7.27.2022

Approved as to form:

 _____

Adam Nice
Assistant County Prosecutor

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 22-1316

Adopted Date August 30, 2022

ACKNOWLEDGE PAYMENT OF BILLS


BE IT RESOLVED, to acknowledge payment of bills from 8/23/22, and 8/25/22, as attached hereto and made a part hereof.

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

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

Resolution adopted this 30th day of August 2022.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

/tao

cc: Auditor

Resolution

Number 22-1317

Adopted Date August 30, 2022

ACKNOWLEDGE APPROVAL OF FINANCIAL TRANSACTION

WHEREAS, pursuant to Resolutions #10-0948 and #16-1936, this Board authorized approval of necessary financial documents in their absence by the County Administrator, Deputy County Administrator, or Clerk of Commissioners; and

WHEREAS, it is necessary to approve various financial transactions in order to make timely payments; and

NOW THEREFORE BE IT RESOLVED, to acknowledge approval of financial transaction as attached hereto and made a part hereof.

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

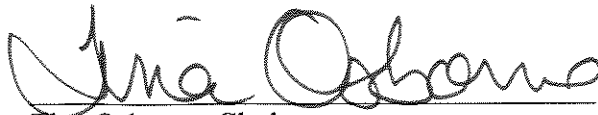
Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 30th day of August 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/tao

cc: Auditor
Supplemental App. file
OMB (file)

APPROVE SUPPLEMENTAL APPROPRIATION INTO GENERAL FUND #11011110

BE IT RESOLVED, to approve the following supplemental appropriation for the Sales and Use Tax entries for remaining of 2022:

\$175,000.00 into #11011110-5910 (General Fund – BOCC Other Expenses)

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

M
M
M

Resolution adopted this day of August 2022.

BOARD OF COUNTY COMMISSIONERS

Tina Osborne, Clerk

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

*9 Zindel to be satisfied
8-30-22*

Resolution

Number 22-1318

Adopted Date August 30, 2022

APPROVE A STREET AND APPURTENANCES (INCLUDING SIDEWALKS) BOND RELEASE FOR CROSS CREEK ESTATES, LLC, FOR COMPLETION OF IMPROVEMENTS IN CROSS CREEK ESTATES PHASE 1 – BLOCK B SITUATED IN DEERFIELD TOWNSHIP

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

BOND RELEASE

Bond Number	:	17-013 (P/S)
Development	:	Cross Creek Estates Phase 1 – Block B
Developer	:	Cross Creek Estates, LLC
Township	:	Deerfield
Amount	:	\$180,755.98
Surety Company	:	Westchester Fire Ins. Co. (K09245042)

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

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

Resolution adopted this 30th day of August 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Cross Creek Estates, LLC, Attn: Ed Farruggia, 7861 E. Kemper Rd, Cincinnati, OH 45249
Westchester Fire Ins. Co., Attn: C. Sleyko, 525 W. Monroe St, Ste 700, Chicago, IL 60661
Engineer (file)
Bond Agreement file

Resolution

Number 22-1319

Adopted Date August 30, 2022

APPROVE CROSS POND DRIVE AND ORCHARD CROSSING IN CROSS CREEK ESTATES PHASE 1 – BLOCK B FOR PUBLIC MAINTENANCE BY DEERFIELD TOWNSHIP

WHEREAS, the Warren County Engineer has verified that Cross Pond Drive and Orchard Crossing have been constructed in compliance with the approved plans and specifications; and

Street Number	Street Name	Street Width	Street Mileage
1593-T	Cross Pond Drive	0'-29'-0"	0.106
1594-T	Orchard Crossing	0'-29'-0"	0.201

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

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

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


Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 30th day of August 2022.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Map Room (Certified copy)
Township Trustees
Engineer (file)
Developer
Bond Agreement file

WE, THE UNDERSIGNED, BEING THE OWNERS AND LIEN HOLDERS OF THE LANDS HEREIN PLATTED, DO HEREBY VOLUNTARILY CONSENT TO THE CREATION OF THE SAID PLAT AND DO HEREBY DEDICATE THE STREETS, PARKS OR PUBLIC UTILITIES AS SHOWN HEREON TO PUBLIC USE.

ANY PUBLIC UTILITY EASEMENTS OR UTILITY EASEMENTS AS SHOWN ON THIS PLAT ARE FOR THE PLACEMENT OF PUBLIC UTILITIES, SEWERAGE AND DRAINAGE FOR THE MAINTENANCE AND REPAIR OF SAID UTILITIES, STREETS AND DRAINAGE, THE EASEMENTS AND ALL OTHER EASEMENTS SHOWN ON THIS PLAT, UNLESS OTHERWISE PROVIDED FOR A SPECIFIC PURPOSE, ARE FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, REPAIR, REPLACEMENT OR REMOVAL OF WATER, SEWER, GAS, ELECTRIC, TELEPHONE, CABLE TELEVISION, OR OTHER UTILITY LINES OR SERVICES, INSTALLATION, TRAIL, SUBSTATION DISPOSAL AND FOR THE EXPRESS PURPOSE OF CUTTING, TRIMMING OR REMOVING ANY AND ALL TREES OR OTHER OBSTRUCTIONS WITHIN SAID EASEMENT OR IMMEDIATELY ADJACENT THERETO TO THE FREE USE OF SAID EASEMENTS OR ADJACENT STREETS AND FOR PROMISING HEREON AND FOREVER TO THE PROPERTY FOR SAID PURPOSES AND ARE TO BE MAINTAINED AS SUCH FOREVER, NO BUILDING OR OTHER STRUCTURES MAY BE BUILT WITHIN SAID EASEMENTS, NOR MAY THE EASEMENT AREA BE PHYSICALLY ALIENED AS TO (1) REDUCE CLEARANCES OF DRAINAGE OR OTHER UNDERGROUND FACILITIES, (2) IMPAIR THE LAND SUPPORT OF SAID FACILITIES, (3) IMPAIR ABILITY TO MAINTAIN THE FACILITIES OR (4) CREATE A HAZARD.

THE ABOVE PUBLIC UTILITY EASEMENTS AND UTILITY EASEMENTS ARE FOR THE BENEFIT OF ALL PUBLIC UTILITY SERVICE PROVIDERS INCLUDING BUT NOT LIMITED TO WARREN COUNTY COMMERCIAL, WINNER CABLE COMM, INC., BUCK ENERGY CONDUITWORKS, INC., CHESAPEAKE BELL TELEPHONE AND CABLE ORIGINAL WATER WORKS.

ALSO HEREBY GRANTED TO BURE ENERGY OPERATIONS, INC. AND ITS SUBSIDIARIES, SUCCESSORS, AND ASSIGNS IS THE RIGHT TO LATERALLY EXIST, REPAIR, AND MAINTAIN NATURAL GAS SERVICES TO CERTAIN INDIVIDUAL LOTS AS CONSTRUCTED BY THE ORIGINAL BUILDER ALLOWING OBTAINMENT ONLY OVER EXISTING SERVICE LINES NECESSARY FOR THE REPAIR ONLY ON THE LOTS ON WHICH THE SERVICE IS LOCATED, RECONSTRUCTION OR RELOCATION IS POSSIBLE ONLY WITH THE WRITTEN PERMISSION OF THE OWNER AND SAID UTILITY PROVIDER TO A NATURALLY ACCESSIBLE LOCATION. NO PART OF THE UTILITY EASEMENTS SHALL ENCUMBER EXISTING EASEMENTS OR ADJACENT LOTS.

OWNER: CROSS CREEK ESTATES, LLC
AN OHIO LIMITED LIABILITY COMPANY

BY: [Signature]
AUTHORIZED AGENT
Use Hereunder

COUNTY OF Hamilton
STATE OF OHIO

BE IT REMEMBERED ON THIS 21st DAY OF August 2017 BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY CAUSE [Signature] MANAGER OF CROSS CREEK ESTATES, LLC, AN OHIO LIMITED LIABILITY COMPANY, ON BEHALF OF SAID COMPANY, AS HIS/HER FREE AND VOLUNTARY ACT AND DEED.

IN TESTIMONY WHEREOF, I HAVE SET MY HAND AND AFFIXED BY NOTARIAL SEAL ON THE DAY AND DATE ABOVE SAID.

COLEEN D. POPE
NOTARY PUBLIC - STATE OF OHIO
NOTARY PUBLIC

WITNESSES: [Signature] on [Signature]
AS TO ALL

COUNTY OF Hamilton
STATE OF OHIO

BE IT REMEMBERED ON THIS 21st DAY OF August 2017 BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY CAUSE [Signature] MANAGER OF CROSS CREEK ESTATES, LLC, AN OHIO LIMITED LIABILITY COMPANY, WHO REPRESENTS THE SIGNING AND EXECUTION OF THE FOREGOING INSTRUMENT TO BE HIS/HER VOLUNTARY ACT AND DEED FOR AND ON BEHALF OF THE SAID CORPORATION.

IN TESTIMONY WHEREOF, I HAVE SET MY HAND AND AFFIXED BY NOTARIAL SEAL ON THE DAY AND DATE ABOVE SAID.

NOTARY PUBLIC

SHARON K. PRINCE
NOTARY PUBLIC - STATE OF OHIO

REMEMBERER'S CERTIFICATION:
I HEREBY CERTIFY THAT THIS MAP OR PLAT IS A TRUE AND COMPLETE SURVEY MADE UNDER MY SUPERVISION AND THAT ALL MONUMENTS AND LOT CORNER PINS WILL BE SET AS SHOWN.

[Signature] 7/19/2017
DATE



DRAINAGE STATEMENT

UNLESS OTHERWISE DESIGNATED ON THIS PLAT, A FIFTY (50) FOOT WIDE BRANCHLINE EASEMENT SHALL EXIST ALONG ALL COMMON REAR LOT LINES AND A TEN (10) FOOT WIDE CHANNEL EASEMENT SHALL EXIST ALONG ALL COMMON SIDE LOT LINES, WITH THE COMMON LINE BEING THE CENTERLINE OF SAID EASEMENT.

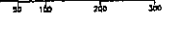
THE EASTMENT AREAS SHALL BE MAINTAINED CONTINUOUSLY BY THE LOT OWNERS WITHIN THE EASEMENTS. NO STRUCTURE, PLANTING, POOLING, CLIMBER, OR OTHER ITEMS SHALL BE PLACED OR PERMITTED TO REMAIN WHICH MAY OBSTRUCT, HINDER, OR IMPAIR THE FLOW THROUGH THE WATERWAYS. EASEMENTS SHOWN ON THIS PLAT AND DESIGNATED AS "DRAINAGE EASEMENTS" ARE DEDICATED TO CROSS CREEK ESTATES COMMUNITY ASSOCIATION, INC.

THE WARREN COUNTY COMMISSIONERS AND THE BOARD OF TRUSTEES ASSUME NO LEGAL OBLIGATION TO MAINTAIN OR REPAIR ANY OPEN DRAINAGE CHANNELS OR WATERWAYS WITHIN THE EASEMENT AREA UNLESS NOTICED OTHERWISE ON THIS PLAT. HOWEVER, WHEN THE PLATTED HIGH-LOW-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, UPON AND RESPECT THE EASEMENT AREAS AND, IN ACCORDANCE WITH SECTION 308.06 OF THE OHIO REVISED CODE, MAY REMOVE OR CAUSE THE REMOVAL OF AN OBSTRUCTION ADVERSELY IMPACTING AN AREA WITHIN THE PUBLIC HIGH-LOW-WAY.

UNTIL THE EXPARATION OF THE DEVELOPER'S PUBLIC IMPROVEMENT MAINTENANCE FINANCING PERIOD, THE DEVELOPER (OR THEIR ASSIGNED SUCCESSOR) SHALL BE RESPONSIBLE TO MAINTAIN OR REPAIR THE HIGH-LOW-WAY AREA UNLESS OTHERWISE PROVIDED IN ALL EASEMENT EASEMENTS FOR THE PURPOSES OF CONTROLLING AND DRAINING STORMWATER TO COLLECTION FACILITIES OR DRAINAGE CHANNELS.

THE PUBLICLY-MAINTAINED PORTION OF THE STORM SEWER SYSTEM WILL INCLUDE STORM DRAINAGE CHANNELS AND/OR DITCHES LOCATED WITHIN EITHER THE PUBLIC HIGH-LOW-WAY OR THE PUBLIC UTILITY EASEMENT AREA ADJACENT TO THE ROAD RIGHT-OF-WAY. THE PORTION OF SAID HIGH-LOW-WAY AREA OR EITHER THE PRIVATE PORTWATER, WHERE IN LIEU OF AN OPEN DITCH, A DEVELOPER, BUILDER OR LOT OWNER SHALL BE RESPONSIBLE FOR MAINTENANCE OF THE STORM DRAIN SYSTEM. THE PROPERTY OF ADJACENT PROPERTIES ARE RESPECTFULLY REQUESTED, AND THE LOT OWNER SHALL BE RESPONSIBLE FOR MAINTENANCE OF THE STORM DRAIN UNLESS NOTICED OTHERWISE ON THE PLAT.

CROSS CREEK ESTATES COMMUNITY ASSOCIATION, INC. IS RESPONSIBLE FOR MAINTAINING ALL STORM WATER FACILITIES LOCATED OUTSIDE OF THE PUBLIC RIGHT-OF-WAY INCLUDING SEWER, STRUCTURES, DETENTION/PREVENTION BASINS, AND STORM BARRIERS.



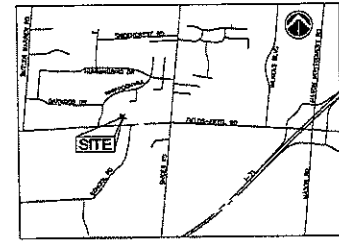
SCALE 1" = 100' FEET

DEED REFERENCE:

LOCATED IN SECTION 2, TOWN 3, RANGE 2, DEERFIELD TOWNSHIP, WARREN COUNTY, OHIO, CONTAINS 18.6058 ACRES AND BEING 17.95 ACRES OUT OF A 16.6058 ACRES TRACT AND 0.6558 ACRES OUT OF A 3.0265 ACRES TRACT CONVEYED TO WARREN COUNTY, OHIO RECORDERS OFFICE AND BEING 2.0000 ACRES OUT OF A 3.0265 ACRES TRACT AND 0.6558 ACRES OUT OF PT. 2.0000 ACRES TRACT CONVEYED TO CROSS CREEK ESTATES, LLC BY DEED RECORDED IN O.S. 2017-08971.

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

ALL RESIDENTIAL LOTS SHOWN ON THIS PLAT SHALL BE SUBJECT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR CROSS CREEK ESTATES, RECORDED IN DOC. NO. 2017-08982, WARREN COUNTY, OHIO RECORDERS OFFICE (INCLUDING ANY AMENDMENTS AND SUPPLEMENTS THERETO WHICH MAY BE RECORDED FROM TIME TO TIME).



VICINITY MAP

COUNTY COMMISSIONERS:

WE, THE BOARD OF COUNTY COMMISSIONERS OF WARREN COUNTY, OHIO DO HEREBY APPROVE THIS PLAT ON THIS 21st DAY OF August 2017.

COMMISSIONERS: [Signatures]

COUNTY RECORDER:

FILE NO. 2017-02412
RECEIVED THIS 21st DAY OF August 2017 AT 12:05 A.M.
RECORDED IN PLAT BOOK NO. 52, PAGE 87, 88, 89
FEE: \$259.20

BY: [Signature] [Signature]
DEPUTY WARREN COUNTY RECORDER

COUNTY AUDITOR:

TRANSFERRED THIS 21st DAY OF August 2017.

BY: [Signature] [Signature]
DEPUTY WARREN COUNTY AUDITOR

COUNTY SANITARY ENGINEER:

I HEREBY APPROVE THIS PLAT ON THIS 21st DAY OF August 2017.

[Signature]
WARREN COUNTY SANITARY ENGINEER

WARREN COUNTY REGIONAL PLANNING COMMISSION:

THIS PLAT WAS APPROVED BY THE WARREN COUNTY REGIONAL PLANNING COMMISSION ON THIS 21st DAY OF August 2017.

[Signature]
EXECUTIVE DIRECTOR

DEERFIELD TOWNSHIP ZONING ADMINISTRATOR:

I HEREBY APPROVE THIS PLAT ON THIS 21st DAY OF August 2017.

[Signature]
DEERFIELD TOWNSHIP ZONING ADMINISTRATOR

COUNTY ENGINEER:

I HEREBY APPROVE THIS PLAT ON THIS 21st DAY OF August 2017.

[Signature]
WARREN COUNTY ENGINEER

AREA IN LOTS = 9.8579 ACRES
AREA IN OPEN SPACE = 3.9223 ACRES
AREA IN R/W = 2.8256 ACRES
TOTAL AREA = 16.6058 ACRES

CROSS CREEK ESTATES
PHASE 1 - BLOCK B
SECTION 2, TOWN 3, RANGE 2
DEERFIELD TOWNSHIP, WARREN COUNTY, OHIO
SUBMITTAL DATE: JUNE, 2017

MSP McGill Smith Punshon, Inc.
3700 Park 42 Drive • Suite 1103
Cincinnati, Ohio 45241-2077
Tel: 513.759.0254 • Fax: 513.543.7399
www.mcgillsmithpunshon.com

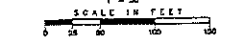
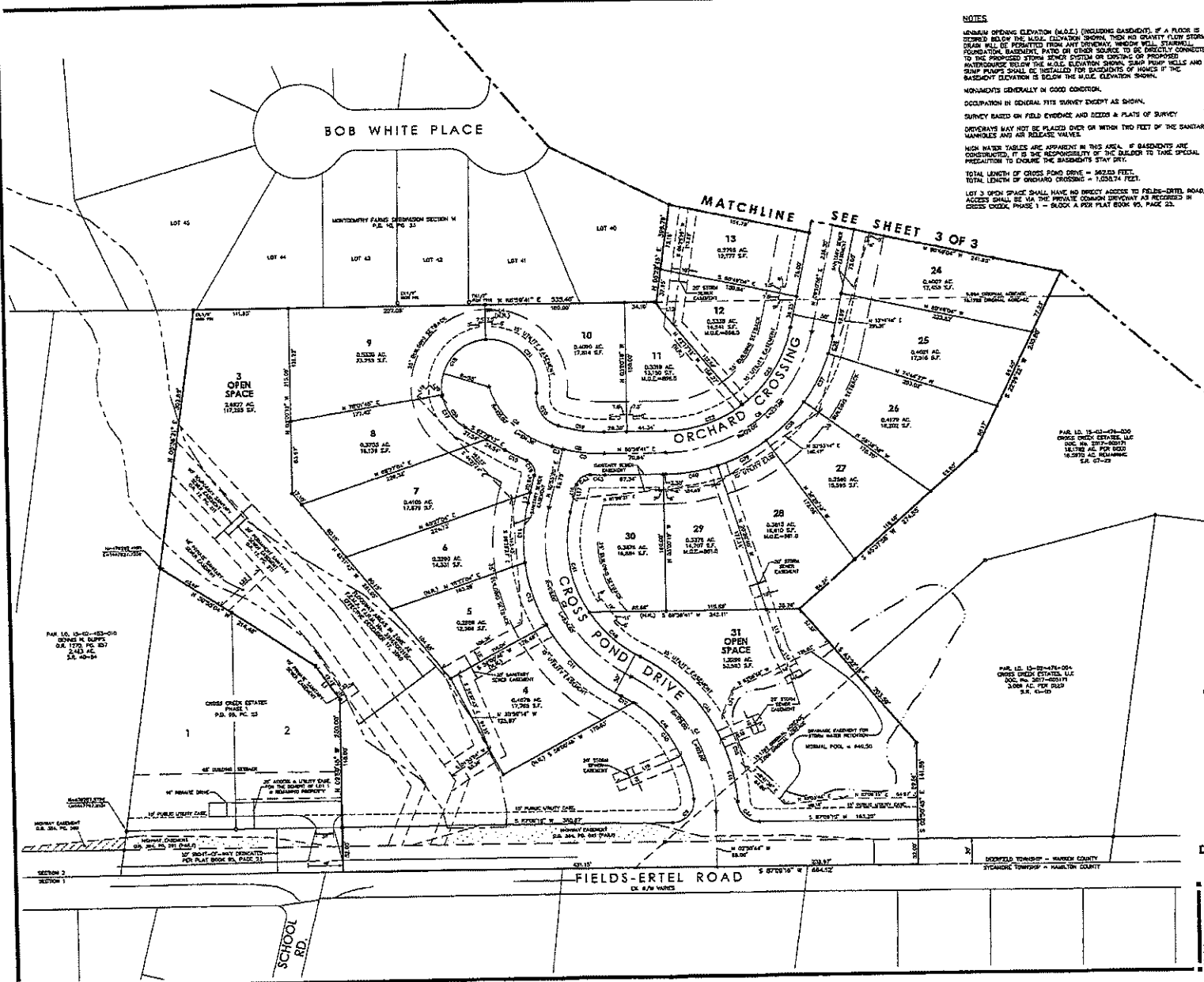
Engineers • Architects • Surveyors • Landscape Architects • Planners

NOTES

MINIMUM OPENING ELEVATION (M.O.E.) (INCLUDING BASEMENTS) IF A FLOOR IS...
SURVEY BASED ON FIELD EVIDENCE AND ACCESS A PLATS OF SURVEY...
MOUNDINGS GENERALLY IN GOOD CONDITION.

LEGEND
Symbol descriptions for various features like DA, DW, DC, etc.

LOT AREA BREAKDOWN
Table with columns for LOT #, AC, SQ FT, and TOTAL.



CROSS CREEK ESTATES
PHASE 1 - BLOCK B
SECTION 2, TOWN 3, RANGE 2
DEERFIELD TOWNSHIP, WARREN COUNTY, OHIO
SUBMITTAL DATE: JUNE, 2017

MSP logo and contact information for McGill Smith Funston, Inc. including address, phone, and website.

First Reading: December 7, 2021
Second Reading: Dispensed

RESOLUTION 2021- 76

A RESOLUTION ACCEPTING PUBLIC STREETS FOR MAINTENANCE AND SETTING SPEED LIMITS ON CROSS POND DRIVE, ORCHARD CROSSING, CROSS MEADOW DRIVE CROSS CREEK ESTATES SUBDIVISION: PHASE 1-BLOCK B, PHASE 2-BLOCK A, PHASE 2-BLOCK B DEERFIELD TOWNSHIP, DISPENSING WITH THE SECOND READING AND DECLARING AN EMERGENCY

WHEREAS, Warren County Commissioners have accepted the following streets in the Cross Creek Estates subdivision, Phase 1-Block B, Phase 2-Block A, Phase 2-Block B and approved them for maintenance by Deerfield Township and Deerfield Township is accepting the same for maintenance: Cross Pond Drive, Orchard Crossing and Cross Meadow Drive.

WHEREAS, the Township Trustees desire to establish a speed limit of twenty-five (25) miles per hour on the streets in the Cross Creek Estates subdivision, Phase 1-Block B, Phase 2-Block A.

NOW THEREFORE BE IT RESOLVED, by the Board of Township Trustees of Deerfield Township, Ohio:

SECTION 1. Deerfield Township accepts for maintenance the following streets in the: Cross Creek Estates subdivision, Phase 1-Block B, Phase 2-Block A: Cross Pond Drive, Orchard Crossing and Cross Meadow Drive.

SECTION 2. The speed limit on the following street in the Cross Creek Estates subdivision, Deerfield Township is hereby established at twenty-five (25) miles per hour: Cross Pond Drive, Orchard Crossing and Cross Meadow Drive.

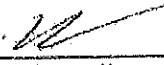
SECTION 3. The Trustees of Deerfield Township, upon majority vote, do hereby dispense with the requirement that this Resolution be read on two separate days, and hereby authorize the adoption of this Resolution upon its first reading.

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

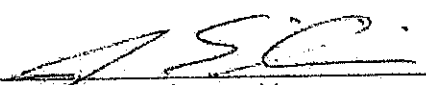
VOTE RECORD:

Ms. Malhotra Y Mr. Siciliano Y Mrs. Hedding Y

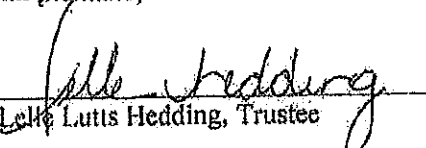
PASSED at the Meeting of the Board of Trustees this 7th day of December, 2021.



Kristin Malhotra, President




Jim Siciliano, Vice President



Lette Luttis Hedding, Trustee


AUTHENTICATION

This is to certify that this Resolution was duly passed and filed with the Deerfield Township Fiscal Officer, this 7th day of December, 2021.



Dan Corey, Fiscal Officer
Deerfield Township, Warren County, Ohio

APPROVED AS TO FORM



Benjamin J. Yoder, Law Director

Resolution

Number 22-1320

Adopted Date August 30, 2022

APPROVE A STREET AND APPURTENANCES BOND RELEASE FOR CROSS CREEK ESTATES, LLC, FOR COMPLETION OF IMPROVEMENTS IN CROSS CREEK ESTATES PHASE 2 – BLOCK A SITUATED IN DEERFIELD TOWNSHIP

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

BOND RELEASE

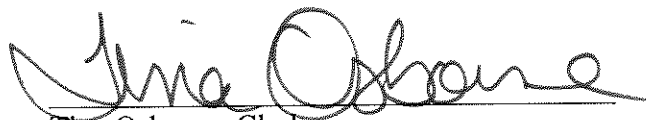
Bond Number	:	19-006 (P)
Development	:	Cross Creek Estates Phase 2 – Block A
Developer	:	Cross Creek Estates, LLC
Township	:	Deerfield
Amount	:	\$64,616.52
Surety Company	:	Westchester Fire Ins. Co. (K09676880)

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

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

Resolution adopted this 30th day of August 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Cross Creek Estates, LLC, Attn: Ed Farruggia, 7861 E. Kemper Rd, Cincinnati, OH 45249
Westchester Fire Insurance Co., 525 W. Monroe St, Ste 700, Chicago, IL 60661
Engineer (file)
Bond Agreement file

Resolution

Number 22-1321

Adopted Date August 30, 2022

APPROVE ORCHARD CROSSING AND CROSS MEADOW DRIVE IN CROSS CREEK ESTATES PHASE 2 – BLOCK A FOR PUBLIC MAINTENANCE BY DEERFIELD TOWNSHIP

WHEREAS, the Warren County Engineer has verified that Orchard Crossing and Cross Meadow Drive have been constructed in compliance with the approved plans and specifications; and

Street Number	Street Name	Street Width	Street Mileage
1594-T	Orchard Crossing	0'-29'-0"	0.045
1601-T	Cross Meadow Drive	0'-29'-0"	0.116

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

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

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

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

Resolution adopted this 30th day of August 2022.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Map Room (Certified copy)
Township Trustees
Engineer (file)
Developer
Bond Agreement file

WE, THE UNDERSIGNED, BEING THE OWNERS AND LHM HOLDERS OF THE LANDS SHOWN HEREON, DO HEREBY VOLUNTARILY CONSENT TO THE DEEDING OF THE SAID PLAT AND DO HEREBY CERTIFY THAT THE SAID PUBLIC UTILITIES AS SHOWN HEREON TO PUBLIC USE FOREVER.

ANY PUBLIC UTILITY EASEMENT OR "UTILITY EASEMENT" AS SHOWN ON THIS PLAT AND FOR THE PLACEMENT OF PUBLIC UTILITIES AND TRAILS AND FOR THE MAINTENANCE AND REPAIR OF SAID UTILITIES, STRINGS AND TRAILS, THE EASEMENT AND ALL OTHER FACILITIES SHOWN ON THIS PLAT, SHALL BE CONSIDERED FOR A SPECIFIC PURPOSE AND FOR THE CONSTRUCTION, OPERATION, MAINTENANCE, REPAIR, REPLACEMENT OR REMOVAL OF WATER, SEWER, GAS, LIGHTING, TELEPHONE CABLE, TELEVISION, OR OTHER UTILITY LINES OR SERVICES, INCLUDING TRAILS, STORMWATER CHANNELS, AND FOR THE CONVEYANCE OF CUTTING, TRIMMING OR REMOVING ANY AND ALL TREES OR OTHER OBSTRUCTIONS WITHIN SAID EASEMENT, OR UNDESIRABLE ADJACENT PROPERTIES TO THE FREE USE OF SAID EASEMENTS OR ADJACENT STREETS AND FOR PROMOTING BUSINESS AND ACCESS TO THE PROPERTY FOR SAID PURPOSES AND ARE TO BE MAINTAINED AS SUCH FOREVER, NO SUEMENT OR OTHER STRUCTURES MAY BE BUILT WITHIN SAID EASEMENTS, NOR MAY THE EASEMENT AREA BE PHYSICALLY ALTERED AS TO (1) REMOVE CLEARANCE OF EITHER OVERHEAD OR UNDERGROUND FACILITIES; (2) IMPAIR THE LAND SUPPORT OF SAID FACILITIES; (3) IMPAIR ABILITY TO MAINTAIN THE FACILITIES OR (4) CREATE A HAZARD.

THE ABOVE PUBLIC UTILITY EASEMENTS AND UTILITY EASEMENTS ARE FOR THE BENEFIT OF ALL PUBLIC UTILITY SERVICE PROVIDERS INCLUDING, BUT NOT LIMITED TO, WARREN COUNTY COMMISSIONERS, WARNER CABLE CO., INC., CINCINNATI ENERGY AND/UTILITY, INC., CINCINNATI BELL TELEPHONE AND GREATER CINCINNATI WATER WORKS.

ALSO HEREBY GRANTED TO SAID ENERGY AND/UTILITY, INC. AND ITS SUCCESSORS, SUCCESSORS AND ASSIGNS THE RIGHT TO LATERALLY EXTEND, REPAIR, AND MAINTAIN NATURAL GAS SERVICES TO SOME NEIGHBORING LOTS AS CONSTRUCTED BY THE ORIGINAL DESIGNER ALLOWING SUFFICIENTLY ONLY OVER EXISTING SERVICE LINES NECESSARY FOR THE REPAIR ONLY OF THE LOT ON WHICH THE SERVICE IS LOCATED. RECONSTRUCTION OR RELOCATION IS PERMISSIBLE ONLY WITH THE WRITTEN PERMISSION OF THE PARCEL OWNER AND SAID UTILITY PROVIDER TO A MUTUALLY AGREEABLE LOCATION. PART OF THE TRAIL EASEMENTS SHALL CONSTITUTE EXISTING BUILDINGS OR ADJOINING LOTS.

OWNER: CROSS CREEK ESTATES, LLC
AN OHIO LIMITED LIABILITY COMPANY

BY: *[Signature]*
MANAGED AGENT

COUNTY OF Hamilton
STATE OF OHIO

AS IT IS RECORDED ON THIS 13th DAY OF MARCH, 2019, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE TO PERSONALLY COME TO ME, MANAGED AGENT OF CROSS CREEK ESTATES, LLC, AN OHIO LIMITED LIABILITY COMPANY, IN BEHALF OF SAID COMPANY, AS HIGHER FREE AND VOLUNTARY ACT AND DEED.

IN TESTIMONY WHEREOF, I HAVE SET MY HAND AND AFFIXED MY NOTARIAL SEAL ON THE DAY AND DATE AFORESAID.

[Signature]
NOTARY PUBLIC

THERE ARE NO LHM HOLDERS

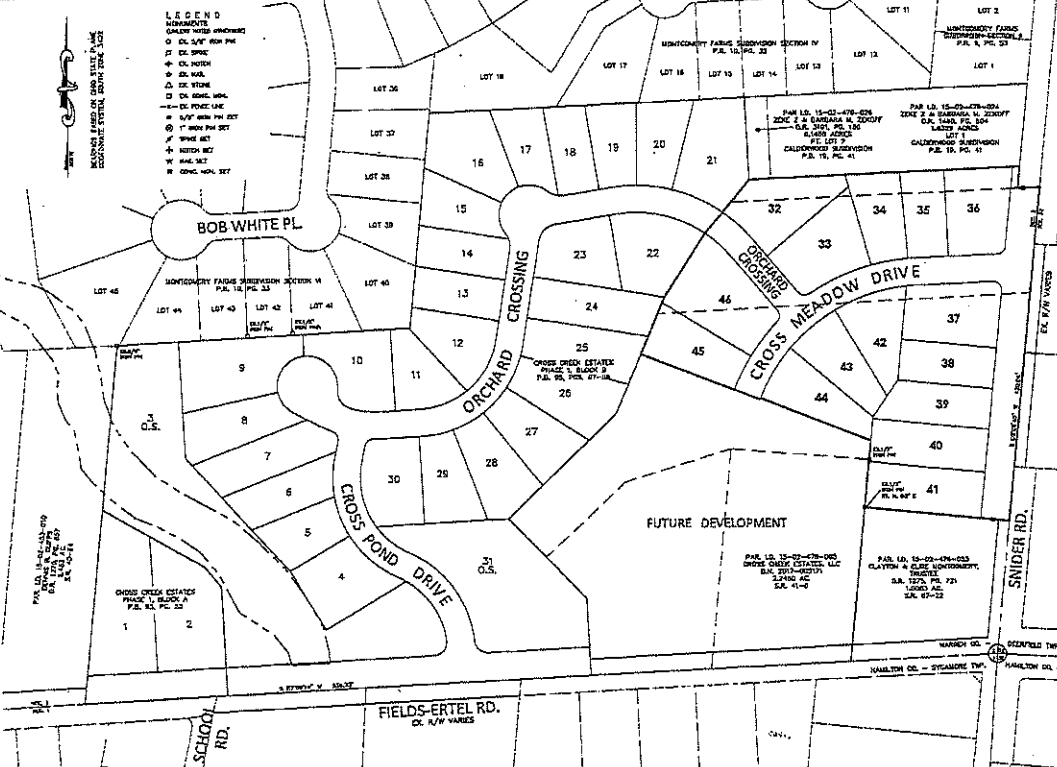
[Signature]
Notary Public

DEED REFERENCE:
SITUATED IN SECTION 2, TOWN 3, RANGE 3, DEERFIELD TOWNSHIP, WARREN COUNTY, OHIO, CONTAINING THREE ACRES AND 6,000 SQUARE FEET FROM AN 18.1788 ACRE TRACT CONVEYED TO CROSS CREEK ESTATES, LLC BY DEED RECORDED IN D.M. 2017-02075, WARREN COUNTY, OHIO RECORDS OFFICE AND BEING ALL THAT REMAINS OF A 3.604 ACRE TRACT AND OF P.L. LOT 2 OF CALDWELL SUBDIVISION AS RECORDED IN PLAT BOOK 15, PAGE 41, CONVEYED TO CROSS CREEK ESTATES, LLC BY DEED RECORDED IN D.M. 2017-02070, WARREN COUNTY, OHIO RECORDS OFFICE.

DEVELOPER
CROSS CREEK ESTATES, LLC
7818 E. KESLER ROAD
CINCINNATI, OHIO 45249
502-247-8500

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
ALL RESIDENTIAL LOTS SHOWN ON THIS PLAT SHALL BE SUBJECT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR CROSS CREEK ESTATES RECORDED IN D.M. 2017-02070, WARREN COUNTY, OHIO RECORDS OFFICE (INCLUDING ANY AMENDMENTS AND SUPPLEMENTS THEREOF WHICH MAY BE RECORDED FROM TIME TO TIME).

DEBARMENT STATEMENT
UNLESS OTHERWISE RESTRICTIONED BY THIS PLAT, A FIFTY (50) FOOT SIDE DEBARMENT DISTANCE SHALL EXIST AROUND ALL GARAGES AND LOT LINES WITH THE EXCEPTED AREAS OF SAID ESTATE. THE DEBARMENT AREAS SHALL BE MAINTAINED CONSISTENTLY BY THE LHM OWNERS WHEN THE GARAGES OR OTHER STRUCTURES, INCLUDING GARAGES OR OTHER STRUCTURES, SHALL BE PLACED OR REPAIRS MADE THEREON. THE DEBARMENT AREAS SHALL BE MAINTAINED CONSISTENTLY BY THE LHM OWNERS WHEN THE GARAGES OR OTHER STRUCTURES, INCLUDING GARAGES OR OTHER STRUCTURES, SHALL BE PLACED OR REPAIRS MADE THEREON.



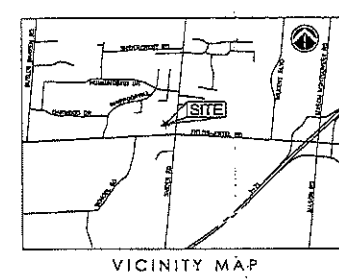
DEED REFERENCE:

SUBDIVISION CERTIFICATION:
I HEREBY CERTIFY THAT THIS MAP OR PLAT IS A TRUE AND COMPLETE SURVEY MADE UNDER MY SUPERVISION AND THAT ALL MEASUREMENTS AND LOT CORNER PINGS WILL BE SET AS SHOWN.

[Signature] 3/5/19
DATE
RICHARD D. HIGGINS, P.E.
OHIO REGISTRATION NO. 7920

Curve #	Radius	Length	Chord Length	Chord Bearing	Area
C1	320.00	320.00	320.00	S00°00'00" E	50,265.48
C2	320.00	320.00	320.00	S00°00'00" E	50,265.48
C3	320.00	320.00	320.00	S00°00'00" E	50,265.48
C4	320.00	320.00	320.00	S00°00'00" E	50,265.48
C5	320.00	320.00	320.00	S00°00'00" E	50,265.48
C6	320.00	320.00	320.00	S00°00'00" E	50,265.48
C7	320.00	320.00	320.00	S00°00'00" E	50,265.48
C8	320.00	320.00	320.00	S00°00'00" E	50,265.48
C9	320.00	320.00	320.00	S00°00'00" E	50,265.48
C10	320.00	320.00	320.00	S00°00'00" E	50,265.48
C11	320.00	320.00	320.00	S00°00'00" E	50,265.48
C12	320.00	320.00	320.00	S00°00'00" E	50,265.48
C13	320.00	320.00	320.00	S00°00'00" E	50,265.48
C14	320.00	320.00	320.00	S00°00'00" E	50,265.48
C15	320.00	320.00	320.00	S00°00'00" E	50,265.48
C16	320.00	320.00	320.00	S00°00'00" E	50,265.48
C17	320.00	320.00	320.00	S00°00'00" E	50,265.48
C18	320.00	320.00	320.00	S00°00'00" E	50,265.48

Curve #	Radius	Length	Chord Length	Chord Bearing	Area
C19	320.00	320.00	320.00	S00°00'00" E	50,265.48
C20	320.00	320.00	320.00	S00°00'00" E	50,265.48
C21	320.00	320.00	320.00	S00°00'00" E	50,265.48
C22	320.00	320.00	320.00	S00°00'00" E	50,265.48
C23	320.00	320.00	320.00	S00°00'00" E	50,265.48
C24	320.00	320.00	320.00	S00°00'00" E	50,265.48
C25	320.00	320.00	320.00	S00°00'00" E	50,265.48
C26	320.00	320.00	320.00	S00°00'00" E	50,265.48
C27	320.00	320.00	320.00	S00°00'00" E	50,265.48
C28	320.00	320.00	320.00	S00°00'00" E	50,265.48
C29	320.00	320.00	320.00	S00°00'00" E	50,265.48
C30	320.00	320.00	320.00	S00°00'00" E	50,265.48
C31	320.00	320.00	320.00	S00°00'00" E	50,265.48
C32	320.00	320.00	320.00	S00°00'00" E	50,265.48
C33	320.00	320.00	320.00	S00°00'00" E	50,265.48
C34	320.00	320.00	320.00	S00°00'00" E	50,265.48
C35	320.00	320.00	320.00	S00°00'00" E	50,265.48
C36	320.00	320.00	320.00	S00°00'00" E	50,265.48
C37	320.00	320.00	320.00	S00°00'00" E	50,265.48



COUNTY COMMISSIONERS:
WE, THE BOARD OF COUNTY COMMISSIONERS OF WARREN COUNTY, OHIO DO HEREBY APPROVE THIS PLAT ON THIS 13th DAY OF MARCH, 2019.

COMMISSIONERS: *[Signatures]*

COUNTY RECORDER:
FILE NO. 2019-006624
RECEIVED THIS 13th DAY OF MARCH, 2019, AT 2:48:55 A.M./P.M.
RECORDED IN PLAT BOOK NO. 39, PAGE 15-16
FEE: \$174.80

BY: *[Signature]* DEPUTY
[Signature] WARREN COUNTY RECORDER

COUNTY AUDITOR:
TRANSFERRED THIS 10 DAY OF MARCH, 2019
BY: *[Signature]* DEPUTY
[Signature] WARREN COUNTY AUDITOR

COUNTY SANITARY ENGINEER:
I HEREBY APPROVE THIS PLAT ON THIS 13th DAY OF MARCH, 2019.
[Signature]
WARREN COUNTY SANITARY ENGINEER

WARREN COUNTY REGIONAL PLANNING COMMISSION:
THIS PLAT WAS APPROVED BY THE WARREN COUNTY REGIONAL PLANNING COMMISSION ON THIS 13th DAY OF MARCH, 2019.
[Signature]
EXECUTIVE DIRECTOR

DEERFIELD TOWNSHIP ZONING ADMINISTRATOR:
I HEREBY APPROVE THIS PLAT ON THIS 13th DAY OF MARCH, 2019.
[Signature]
DEERFIELD TOWNSHIP ZONING ADMINISTRATOR

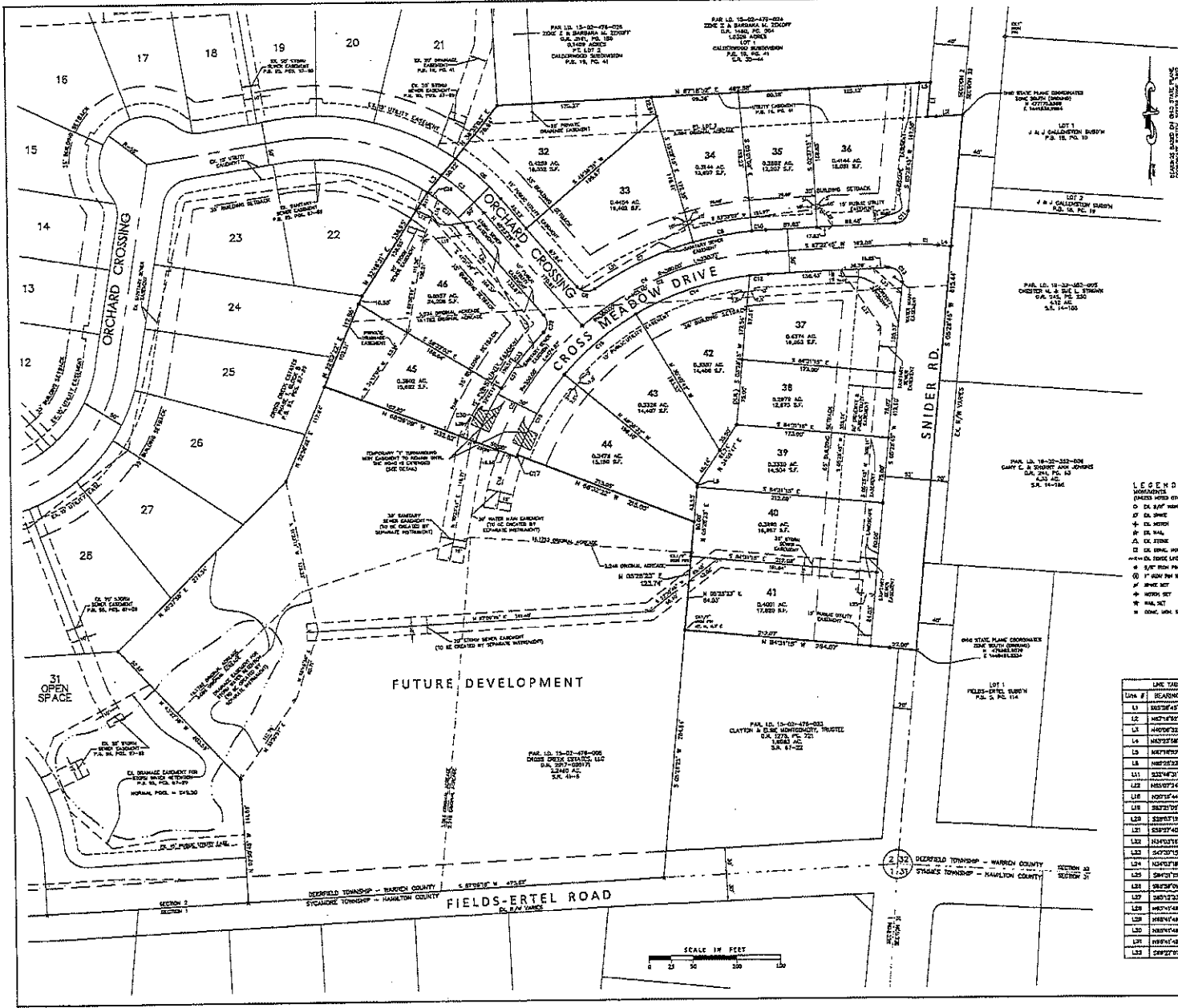
COUNTY ENGINEER:
I HEREBY APPROVE THIS PLAT ON THIS 13th DAY OF MARCH, 2019.
[Signature]
WARREN COUNTY ENGINEER

AREA IN LOTS = 5.6742 ACRES
AREA IN R/W = 1.6350 ACRES
TOTAL AREA = 7.3092 ACRES

CROSS CREEK ESTATES
PHASE 2, BLOCK A
SECTION 2, TOWN 3, RANGE 2
DEERFIELD TOWNSHIP,
WARREN COUNTY, OHIO
SUBMITTAL DATE: MARCH, 2019

DATE: 03/05/2019
DRAWN BY: *[Signature]*
CHECKED BY: *[Signature]*
DATE: 03/05/2019
SCALE: 1"=40'

MSP
DESIGN
McGill Smith Purston



NOTES

INDICATE OPENING ELEVATION (FOOT) (INCLUDING BASEMENT) IF A FLOOR IS DESIGNED BELOW THE MALE ELEVATION SHOWN, THEN HIS DRAINAGE FLOW SHOULD BE IDENTIFIED FROM ANY DRAINAGE OR OTHER SOURCE TO BE DIRECTLY CONNECTED TO THE PROPOSED STORM DRAINAGE SYSTEM. ANY DRAINAGE OR OTHER SOURCE BELOW THE MALE ELEVATION SHOULD BE IDENTIFIED AND DRAINAGE PUMPS SHALL BE INSTALLED FOR BASEMENTS IF THE MALE ELEVATION OF THE BASEMENT ELEVATION IS BELOW THE MALE ELEVATION SHOWN.

FOUNDATIONS GENERALLY IN GOOD CONDITION.

OCCUPATION IN GENERAL FITS SURVEY EXCEPT AS SHOWN.

SURVEY BASED ON FIELD EVIDENCE AND RECORDS AS PLATS OF SURVEY (PLATS) - NON RADIAL LINE.

DRIVEWAYS MAY NOT BE PLACED OVER OR WITHIN TWO FEET OF THE SANITARY MANHOLES AND AIR RELEASE VALVES.

HIGH WATER TABLES ARE APPARENT IN THIS AREA. IF BASEMENTS ARE CONSTRUCTED, IT IS THE RESPONSIBILITY OF THE BUILDER TO TAKE SPECIAL PRECAUTION TO ENSURE THE BASEMENTS STAY DRY.

TOTAL LENGTH OF CROSS MEADOW DRIVE = 0.4613 FEET.

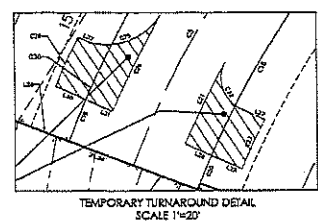
TOTAL LENGTH OF ORCHARD CROSSING = 0.2345 FEET.

LOTS 35-41 SHALL HAVE NO DIRECT ACCESS TO SNIDER ROAD. LOTS 37-41 SHALL BE ACCESSED FROM CROSS MEADOW DRIVE, VIA THE PRIVATE COMMON DRIVEWAY.

THE OWNERS OF LOTS WITH DRIVEWAY CONNECTIONS TO THE PRIVATE COMMON DRIVEWAY SHALL SHARE EQUALLY IN THE EXPENSE AND COST OF MAINTAINING, IMPROVING AND REPAIRING THE PRIVATE COMMON DRIVEWAY EXCEPT THAT ANY DAMAGE OTHER THAN DEGRADATION WEAR AND TEAR CAUSED BY ANY OWNER OR ANY PARTY CLAIMING THROUGH SUCH OWNER, WHICH BY NEGLIGENCE OR OTHERWISE, SHALL BE REPAIRED AT THE EXPENSE OF SUCH OWNER. THE PRIVATE COMMON DRIVEWAY SHALL BE MAINTAINED IN GOOD REPAIR AND IN A CONDITION SUBSTANTIALLY SIMILAR TO THAT OF THE ORIGINAL CONSTRUCTION. SPOKE CONNECTIONS OF A LOT, THE CENTER OF SUCH LOT SHALL BE AS OF THE RECORD DATE FOR SUCH CONNECTIONS, UNLESS OTHERWISE SPECIFIED. THE EXPENSE AND COST OF FUTURE MAINTAINING AND REPAIRS SHOWN HEREIN, AND THE OBLIGATION OF SUCH OWNER TO PAY THE EXPENSE AND COST OF SUCH MAINTAINING AND REPAIRS SHALL BE THE OBLIGATION OF SUCH OWNER OF A PRIVATE COMMON DRIVEWAY AND NOT THE OBLIGATION OF SUCH OWNER TO PAY THE EXPENSE AND COST OF SUCH MAINTAINING AND REPAIRS PURSUANT TO THE OBLIGATION OF COMMONWEALTH OF OHIO AND RESERVATIONS AND RESERVATIONS OF BASEMENTS FOR CROSS CREEK ESTATES SUBDIVISION.

LOT AREA BREAKDOWN

LOT #	AREA (AC)	AREA (SQ FT)	TOTAL
LOT 31	0.3918	16,740	0.4529
LOT 32	0.4402	19,026	0.4454
LOT 34	0.2374	10,370	0.3144
LOT 35	0.2078	9,203	0.2823
LOT 36	0.3033	13,112	0.4144
LOT 37	0.0984	4,310	0.4374
LOT 38-41	0.2370	10,369	0.4507
LOT 42	0.2370	10,369	0.4507
LOT 43-44	0.2804	12,324	0.6334
LOT 45	0.2004	8,810	0.3002
LOT 46	0.2511	10,943	0.3323
R/W	0.2729	11,905	1.6300
TOTAL	2.8185	124,610	2.5002



LINE TABLE

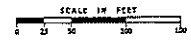
LINE #	BEARING	LENGTH
L1	S83°28'48" W	40.20'
L2	N67°18'36" E	40.41'
L3	N45°07'36" E	22.22'
L4	N45°07'36" E	15.10'
L5	N67°18'36" E	12.43'
L6	N67°18'36" E	2.21'
L11	S22°44'33" W	24.00'
L12	N85°07'47" W	18.29'
L14	N20°12'44" E	48.53'
L15	S20°12'44" W	24.00'
L16	S20°12'44" W	18.29'
L17	S20°12'44" W	12.43'
L18	N45°07'36" E	15.10'
L19	N45°07'36" E	22.22'
L20	N67°18'36" E	40.41'
L21	N67°18'36" E	40.20'
L22	S83°28'48" W	40.20'
L23	S83°28'48" W	40.20'

CROSS CREEK ESTATES
 PHASE 2, BLOCK A
 SECTION 2, TOWN 3, RANGE 2
 DEERFIELD TOWNSHIP,
 WARREN COUNTY, OHIO
 SUBMITTAL DATE: MARCH, 2019

Date: DECEMBER 05, 2018
 Project No.: 18-056
 County: WARREN
 District: 18-056-001
 Draw: 18-056-001-2008-001
 Scale: 1"=40'
 Date: 12/05/18
 Sheet No: 2/2

MSP DESIGN
 McGill Smith Punshon

DWYER & ASSOCIATES
 12185 E. MAIN ST.
 CINCINNATI, OH 45244
 WWW.DWYER-CA.COM



DATE PLOTTED: 12/05/18 10:54:52 AM; PLOT FILE: D:\PROJECTS\18-056\18-056-001\18-056-001-2008-001.dwg; PLOT DEVICE: HP DesignJet T120; PLOT SCALE: 1/4"=20'; PLOT SHEET: 2 OF 2

First Reading: December 7, 2021
Second Reading: Dispensed

RESOLUTION 2021- 76

A RESOLUTION ACCEPTING PUBLIC STREETS FOR MAINTENANCE AND SETTING SPEED LIMITS ON CROSS POND DRIVE, ORCHARD CROSSING, CROSS MEADOW DRIVE CROSS CREEK ESTATES SUBDIVISION: PHASE 1-BLOCK B, PHASE 2-BLOCK A, PHASE 2-BLOCK B DEERFIELD TOWNSHIP, DISPENSING WITH THE SECOND READING AND DECLARING AN EMERGENCY

WHEREAS, Warren County Commissioners have accepted the following streets in the Cross Creek Estates subdivision, Phase 1-Block B, Phase 2-Block A, Phase 2-Block B and approved them for maintenance by Deerfield Township and Deerfield Township is accepting the same for maintenance: Cross Pond Drive, Orchard Crossing and Cross Meadow Drive.

WHEREAS, the Township Trustees desire to establish a speed limit of twenty-five (25) miles per hour on the streets in the Cross Creek Estates subdivision, Phase 1-Block B, Phase 2-Block A.

NOW THEREFORE BE IT RESOLVED, by the Board of Township Trustees of Deerfield Township, Ohio:

SECTION 1. Deerfield Township accepts for maintenance the following streets in the: Cross Creek Estates subdivision, Phase 1-Block B, Phase 2-Block A: Cross Pond Drive, Orchard Crossing and Cross Meadow Drive.

SECTION 2. The speed limit on the following street in the Cross Creek Estates subdivision, Deerfield Township is hereby established at twenty-five (25) miles per hour: Cross Pond Drive, Orchard Crossing and Cross Meadow Drive.

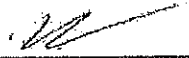
SECTION 3. The Trustees of Deerfield Township, upon majority vote, do hereby dispense with the requirement that this Resolution be read on two separate days, and hereby authorize the adoption of this Resolution upon its first reading.

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

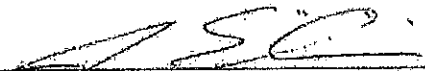
VOTE RECORD:

Ms. Malhotra Y Mr. Siciliano Y Mrs. Hedding Y

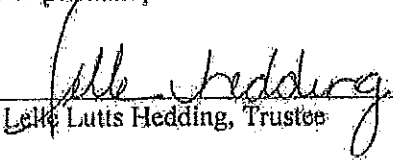
PASSED at the Meeting of the Board of Trustees this 7th day of December, 2021.



Kristin Malhotra, President




Jim Siciliano, Vice President



Letta Lutts Hedding, Trustee

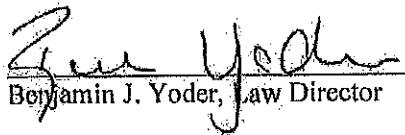
AUTHENTICATION

This is to certify that this Resolution was duly passed and filed with the Deerfield Township Fiscal Officer, this 7th day of December, 2021.



Dan Corey, Fiscal Officer
Deerfield Township, Warren County, Ohio

APPROVED AS TO FORM



Benjamin J. Yoder, Law Director

Resolution

Number 22-1322

Adopted Date August 30, 2022

APPROVE A SIDEWALK BOND RELEASE FOR CROSS CREEK ESTATES, LLC, FOR COMPLETION OF IMPROVEMENTS IN CROSS CREEK ESTATES PHASE 2 – BLOCK A SITUATED IN DEERFIELD TOWNSHIP

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

BOND RELEASE

Bond Number	:	19-006 (S)
Development	:	Cross Creek Estates Phase 2 – Block A
Developer	:	Cross Creek Estates, LLC
Township	:	Deerfield
Amount	:	\$100,932.00
Surety Company	:	Westchester Fire Ins. Co. (K09676892)

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

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 30th day of August 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Cross Creek Estates, LLC, Attn: Ed Farruggia, 7861 E. Kemper Rd, Cincinnati, OH 45249
Westchester Fire Insurance Co., 525 W. Monroe St, Ste 700, Chicago, IL 60661
Engineer (file)
Bond Agreement file

Resolution

Number 22-1323

Adopted Date August 30, 2022

APPROVE A STREET AND APPURTENANCES (INCLUDING SIDEWALKS) BOND RELEASE FOR CROSS CREEK ESTATES, LLC, FOR COMPLETION OF IMPROVEMENTS IN CROSS CREEK ESTATES PHASE 2 – BLOCK “B” SITUATED IN DEERFIELD TOWNSHIP

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

BOND RELEASE

Bond Number	:	19-011 (P/S)
Development	:	Cross Creek Estates Phase 2 – Block “B”
Developer	:	Cross Creek Estates, LLC
Township	:	Deerfield
Amount	:	\$41,132.00
Surety Company	:	Westchester Fire Ins. Co. (K09676946)

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

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

Resolution adopted this 30th day of August 2022.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Cross Creek Estates, LLC, Attn: Ed Farruggia, 7861 E. Kemper Rd, Cincinnati, OH 45249
Westchester Fire Insurance Co., 525 W. Monroe St, Ste 700, Chicago, IL 60661
Engineer (file)
Bond Agreement file

Resolution

Number 22-1324

Adopted Date August 30, 2022

APPROVE CROSS MEADOW DRIVE IN CROSS CREEK ESTATES PHASE 2 – BLOCK “B” FOR PUBLIC MAINTENANCE BY DEERFIELD TOWNSHIP

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

Street Number	Street Name	Street Width	Street Mileage
1601-T	Cross Meadow Drive	0'-29'-0"	0.053

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


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

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

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

Resolution adopted this 30th day of August 2022.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Map Room (Certified copy)
Township Trustees
Engineer (file)
Developer
Bond Agreement file

BE THE UNDERSIGNED, BEING THE OWNERS AND LEM HOLDERS OF THE LANDS HEREIN PLATTED, DO HEREBY VOLUNTARILY CONSENT TO THE DECISION OF THE BOARD OF COUNTY COMMISSIONERS OF WARREN COUNTY, OHIO TO APPROVE THIS PLAN ON THIS 16th DAY OF July 2019.

ANY PUBLIC UTILITY EASEMENT OR UTILITY FACILITIES AS SHOWN ON THIS PLAN ARE FOR THE MAINTENANCE AND REPAIR OF SAID UTILITIES, STREETS AND TRAILS, THIS EASEMENT AND ALL OTHER EASEMENTS SHOWN ON THIS PLAN ARE CONSIDERED FOR A SPECIFIC PURPOSE AND FOR THE CONSTRUCTION, OPERATION, MAINTENANCE, REPAIR, REPLACEMENT OR REPAIR OF WATER SUPPLY, GAS, ELECTRIC, TELEPHONE, CABLE TELEVISION, OR OTHER UTILITY LINES OR SERVICES, UTILITIES, TRAILS, STREETS AND TRAILS, AND FOR THE CONSTRUCTION OF COFFING, BRIMMING OR REPAIRING ANY AND ALL TREES OR OTHER OBSTRUCTIONS WITHIN SAID EASEMENT, OR IMMOVABLY ADJACENT THERETO, TO THE FREE USE OF SAID EASEMENTS OR ADJACENT STREETS AND FOR PROVIDING ACCESS AND EGRESS TO THE PROPERTY AND FOR THE PURPOSES AND TO BE MAINTAINED AS SUCH FOREVER, NO BUILDING OR OTHER STRUCTURES MAY BE BUILT WITHIN SAID EASEMENTS NOR MAY THE EASEMENT AREA BE PHYSICALLY ALIGNED AS TO REDUCE CLEARANCE OF UNDERGROUND FACILITIES, (2) IMPAIR THE LAND SUPPORT OF SAID FACILITIES, (3) IMPAIR ABILITY TO MAINTAIN THE FACILITIES OR (4) CREATE A HAZARD.

THE ABOVE PUBLIC UTILITY EASEMENTS AND UTILITY FACILITIES ARE FOR THE BENEFIT OF ALL PUBLIC UTILITY SERVICE PROVIDERS INCLUDING, BUT NOT LIMITED TO, WARREN COUNTY COMMISSIONERS, WARREN COUNTY COUNCIL, OHIO, OHIO ENERGY DEVELOPMENT, INC., CINCINNATI BELL TELEPHONE AND GREATER CINCINNATI WATER WORKS.

ALSO HEREBY GRANTED TO OHIO ENERGY DEVELOPMENT, INC. AND ITS SUCCESSORS, ASSIGNEES, AND SUCCESSORS IS THE RIGHT TO LATERALLY LOCATE, REPAIR, AND MAINTAIN NATURAL GAS SERVICES TO SOME INDIVIDUAL LOTS AS CONVEYED BY THE ORIGINAL BUILDER ALLOWING INTERFERENCE ONLY DURING SERVICE LINES NECESSARY FOR THE REPAIR ONLY ON THE LOT ON WHICH THE SERVICE IS LOCATED. RECONSTRUCTION OR REPLACEMENT IS PERMISSIBLE ONLY WITH THE WRITTEN PERMISSION OF THE PARCEL OWNER AND SAID UTILITY PROVIDER AS A MUTUALLY AGREED UPON PROJECT. PART OF ANY UTILITY EASEMENTS SHALL ENCOMPASS EXISTING BUILDINGS OR ADJACENT LOTS.

OWNER: CROSS CREEK ESTATES, LLC AN OHIO LIMITED LIABILITY COMPANY

BY: [Signature]
AUTHORIZED AGENT

COUNTY OF Hamilton
STATE OF OHIO

BE IT REMEMBERED ON THIS 16th DAY OF July 2019 BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY CAME John C. Farnsworth MANAGER OF CROSS CREEK ESTATES, LLC AN OHIO LIMITED LIABILITY COMPANY, ON BEHALF OF SAID COMPANY, AS HEREIN FIRST AND VOLUNTARILY SET AND DEED.

IN WITNESS WHEREOF, I HAVE SET MY HAND AND AFFIRMED BY NOTARIAL SEAL ON THE DAY AND DATE AFORESAID.

[Signature]
NOTARY PUBLIC

DRAINAGE STATEMENT

UNDEVELOPED PORTION OF THE PLAT A FIFTEEN (15) FOOT WIDE DRAINAGE EASEMENT SHALL EXIST ALONG ALL EDGELINE REAR LOT LINES AND A TEN (10) FOOT WIDE DRAINAGE EASEMENT SHALL EXIST ALONG ALL EDGELINE SIDE LOT LINES, WITH THE EDGELINE LINE BEING THE CENTERLINE OF SAID EASEMENT.

THE EASEMENT AREA SHALL BE MAINTAINED CONTINUOUSLY BY THE LOT OWNER, WITHIN THE EASEMENT AREA, INCLUDING PLANTING, FENCING, COLLECTOR, OR OTHER STRUCTURES, AND SHALL BE MAINTAINED AS SUCH FOREVER, NO BUILDING OR OTHER STRUCTURES MAY BE BUILT WITHIN SAID EASEMENT NOR MAY THE EASEMENT AREA BE PHYSICALLY ALIGNED AS TO REDUCE CLEARANCE OF UNDERGROUND FACILITIES, (2) IMPAIR THE LAND SUPPORT OF SAID FACILITIES, (3) IMPAIR ABILITY TO MAINTAIN THE FACILITIES OR (4) CREATE A HAZARD.

THE WARREN COUNTY COMMISSIONERS AND THE BOARD OF TOWNSHIP ZONING ADMINISTRATORS WITHIN THE EASEMENT AREA SHALL NOT BE RESPONSIBLE FOR THE MAINTENANCE OF SAID EASEMENT AREA. THE BOARD OF TOWNSHIP ZONING ADMINISTRATORS SHALL NOT BE RESPONSIBLE FOR THE MAINTENANCE OF SAID EASEMENT AREA. THE BOARD OF TOWNSHIP ZONING ADMINISTRATORS SHALL NOT BE RESPONSIBLE FOR THE MAINTENANCE OF SAID EASEMENT AREA.

THE PUBLICLY-MAINTAINED PORTION OF THE STORM DRAIN SYSTEM WILL INCLUDE STORM DRAINAGE COLLECTOR AND/OR STORM DRAINAGE STRUCTURES, INCLUDING BUT NOT LIMITED TO, THE PORTION OF THE DRAINAGE SYSTEM THAT IS MAINTAINED BY THE PUBLIC. THE PORTION OF THE DRAINAGE SYSTEM THAT IS MAINTAINED BY THE PUBLIC SHALL BE MAINTAINED AS SUCH FOREVER, NO BUILDING OR OTHER STRUCTURES MAY BE BUILT WITHIN SAID EASEMENT NOR MAY THE EASEMENT AREA BE PHYSICALLY ALIGNED AS TO REDUCE CLEARANCE OF UNDERGROUND FACILITIES, (2) IMPAIR THE LAND SUPPORT OF SAID FACILITIES, (3) IMPAIR ABILITY TO MAINTAIN THE FACILITIES OR (4) CREATE A HAZARD.

CROSS CREEK ESTATES COMMUNITY ASSOCIATION, INC IS RESPONSIBLE FOR MAINTAINING ALL STORM WATER FACILITIES LOCATED OUTSIDE OF THE PUBLIC RIGHT-OF-WAY INCLUDING BENCH, STRUCTURES, RETENTION/BUFFERING BASINS, AND SLUMP WALLS.

PUBLIC SANITARY SEWER EASEMENT

ANY PUBLIC SANITARY SEWER EASEMENT AS SHOWN ON THIS PLAN IS GRANTED BY PARCEL OWNER TO THE TOWNSHIP ZONING BOARD OF WARREN COUNTY, OHIO TO LOCATE, REPAIR, AND MAINTAIN NATURAL GAS SERVICES TO SOME INDIVIDUAL LOTS AS CONVEYED BY THE ORIGINAL BUILDER ALLOWING INTERFERENCE ONLY DURING SERVICE LINES NECESSARY FOR THE REPAIR ONLY ON THE LOT ON WHICH THE SERVICE IS LOCATED. RECONSTRUCTION OR REPLACEMENT IS PERMISSIBLE ONLY WITH THE WRITTEN PERMISSION OF THE PARCEL OWNER AND SAID UTILITY PROVIDER AS A MUTUALLY AGREED UPON PROJECT. PART OF ANY UTILITY EASEMENTS SHALL ENCOMPASS EXISTING BUILDINGS OR ADJACENT LOTS.



DEED REFERENCE:
SITUATED IN SECTION 2, TOWN 3, RANGE 2, DEERFIELD TOWNSHIP, WARREN COUNTY, OHIO, CONTAINING 0.1713 ACRES AND BEING 1.7812 ACRES, ALL THAT REMAINS FROM AN INTEREST HOME TRACT CONVEYED TO CROSS CREEK ESTATES, LLC BY DEED RECORDED IN O.H. 2017-005173, WARREN COUNTY, OHIO RECORDS OFFICE AND BEING 2.143 ACRES FROM ALL THAT REMAINS OF A 3.098 ACRE TRACT CONVEYED TO CROSS CREEK ESTATES, LLC BY DEED RECORDED IN O.H. 2017-005174, WARREN COUNTY, OHIO RECORDS OFFICE AND ALL OF A 2.258 ACRE TRACT, CONVEYED TO CROSS CREEK ESTATES, LLC AND ALL OF A 2.258 ACRE TRACT, CONVEYED TO CROSS CREEK ESTATES, LLC BY DEED RECORDED IN O.H. 2017-005175, WARREN COUNTY, OHIO RECORDS OFFICE.

Chain #	Radius	Length	Chord Length	OID Bearing	OID L
C01	330.00'	12.11'	12.10'	S89°02'07"E	0017173'
C02	330.00'	120.17'	226.57'	S87°02'37"E	0017413'
C03	56.00'	13.22'	13.20'	S89°02'07"E	0134922'
C04	330.00'	2.53'	2.53'	S01°41'49"W	0009414'
C05	56.00'	48.18'	47.97'	S87°02'19"E	0005723'
C06	65.00'	41.21'	40.30'	S87°02'36"W	0047010'
C07	33.00'	28.44'	28.30'	N01°12'47"E	0015123'
C08	33.00'	28.44'	28.30'	S89°02'07"E	0015123'
C09	33.00'	43.87'	43.80'	N03°02'06"W	0024307'
C10	33.00'	43.87'	43.80'	S87°02'19"E	0025323'
C11	33.00'	43.87'	43.80'	S87°02'19"E	0025323'
C12	33.00'	35.48'	35.48'	N09°02'34"E	0025730'
C13	33.00'	18.22'	18.20'	S01°02'07"E	0027723'
C14	33.00'	35.48'	35.48'	S89°02'07"E	0027723'
C15	33.00'	146.32'	146.20'	N08°02'02"E	0027723'
C16	33.00'	146.32'	146.20'	N08°02'02"E	0027723'

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

ALL RESIDENTIAL LOTS SHOWN ON THIS PLAN SHALL BE SUBJECT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR CROSS CREEK ESTATES RECORDED IN DOC. NO. 2017-005043, WARREN COUNTY, OHIO RECORDS OFFICE (INCLUDING ANY AMENDMENTS AND SUPPLEMENTS DATED HEREIN THAT MAY BE RECORDED FROM TIME TO TIME).

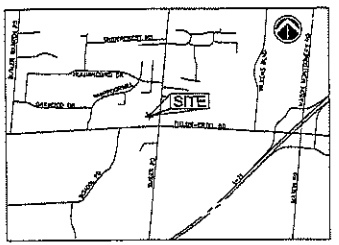
SURVEYOR'S CERTIFICATION

I HEREBY CERTIFY THAT THIS MAP OR PLAN IS A TRUE AND COMPLETE SURVEY MADE UNDER MY SUPERVISION AND THAT ALL MONUMENTS AND LOT CORNERS THIS WILL BE SET AS SHOWN.

[Signature]
DAVID J. LAMBERT, P.E.
OHIO REGISTRATION NO. 7843



DEVELOPER
CROSS CREEK ESTATES, LLC
7861 E. KEMPER ROAD
CINCINNATI, OHIO 45248
913-247-2500



VICINITY MAP

COUNTY COMMISSIONERS:
WE, THE BOARD OF COUNTY COMMISSIONERS OF WARREN COUNTY, OHIO DO HEREBY APPROVE THIS PLAN ON THIS 16th DAY OF July 2019.

COMMISSIONERS:
[Signatures]

COUNTY RECORDER:
FILE NO. 2019-019461
RECORDED THIS 18th DAY OF July 2019 AT 9:51 A.M.
RECORDED THIS 18th DAY OF July 2019 AT 9:51 A.M.
RECORDED IN PLAT BOOK NO. 92, PAGE 68, 69
FEE: \$172.80

BY: [Signature] DEPUTY
[Signature] DEPUTY
WARREN COUNTY RECORDER

COUNTY AUDITOR:
TRANSFERRED THIS 13th DAY OF July 2019
BY: [Signature] DEPUTY
[Signature] DEPUTY
WARREN COUNTY AUDITOR

COUNTY SANITARY ENGINEER:
I HEREBY APPROVE THIS PLAN ON THIS 16th DAY OF July 2019.
[Signature]
WARREN COUNTY SANITARY ENGINEER

WARREN COUNTY REGIONAL PLANNING COMMISSION:
THIS PLAN WAS APPROVED BY THE WARREN COUNTY REGIONAL PLANNING COMMISSION ON THIS 12th DAY OF July 2019.
[Signature]
EXECUTIVE DIRECTOR

DEERFIELD TOWNSHIP ZONING ADMINISTRATOR:
I HEREBY APPROVE THIS PLAN ON THIS 25th DAY OF July 2019.
[Signature]
DEERFIELD TOWNSHIP ZONING ADMINISTRATOR

COUNTY ENGINEER:
I HEREBY APPROVE THIS PLAN ON THIS 16th DAY OF July 2019.
[Signature]
WARREN COUNTY ENGINEER

AREA IN LOTS = 3.9840 ACRES
AREA IN OPEN SPACE = 1.1348 ACRES
AREA IN R/W = 1.0525 ACRES
TOTAL AREA = 6.1713 ACRES

CROSS CREEK ESTATES
PHASE 2 BLOCK "B"
SECTION 2, TOWN 3, RANGE 2
DEERFIELD TOWNSHIP,
WARREN COUNTY, OHIO
MAY 2019

DATE: DECEMBER 26, 2018
SCALE: AS SHOWN
DRAWN BY: PHILIP J. JONES
SURVEY ORIGINATOR: JAMES L. JONES
DPO: 11402018ECPHASE2B_25.0000
SHEET NO. 12485 SHEET TOTAL 3/2

MSP
DESIGN
McCall Smith Pushton

First Reading: December 7, 2021
Second Reading: Dispensed

RESOLUTION 2021- 76

A RESOLUTION ACCEPTING PUBLIC STREETS FOR MAINTENANCE AND SETTING SPEED LIMITS ON CROSS POND DRIVE, ORCHARD CROSSING, CROSS MEADOW DRIVE CROSS CREEK ESTATES SUBDIVISION: PHASE 1-BLOCK B, PHASE 2-BLOCK A, PHASE 2-BLOCK B DEERFIELD TOWNSHIP, DISPENSING WITH THE SECOND READING AND DECLARING AN EMERGENCY

WHEREAS, Warren County Commissioners have accepted the following streets in the Cross Creek Estates subdivision, Phase 1-Block B, Phase 2-Block A, Phase 2-Block B and approved them for maintenance by Deerfield Township and Deerfield Township is accepting the same for maintenance: Cross Pond Drive, Orchard Crossing and Cross Meadow Drive.

WHEREAS, the Township Trustees desire to establish a speed limit of twenty-five (25) miles per hour on the streets in the Cross Creek Estates subdivision, Phase 1-Block B, Phase 2-Block A.

NOW THEREFORE BE IT RESOLVED, by the Board of Township Trustees of Deerfield Township, Ohio:

SECTION 1. Deerfield Township accepts for maintenance the following streets in the: Cross Creek Estates subdivision, Phase 1-Block B, Phase 2-Block A: Cross Pond Drive, Orchard Crossing and Cross Meadow Drive.

SECTION 2. The speed limit on the following street in the Cross Creek Estates subdivision, Deerfield Township is hereby established at twenty-five (25) miles per hour: Cross Pond Drive, Orchard Crossing and Cross Meadow Drive.


SECTION 3. The Trustees of Deerfield 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 Deerfield Township. The reason for the emergency is to provide for an immediate establishment of a safe speed limit.

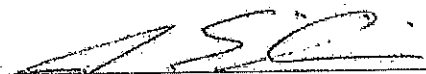
VOTE RECORD:

Ms. Malhotra Y Mr. Siciliano Y Mrs. Hedding Y

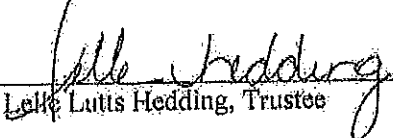
PASSED at the Meeting of the Board of Trustees this 7th day of December, 2021.



Kristin Malhotra, President



Jim Siciliano, Vice President



Loretta Luttis Hedding, Trustee

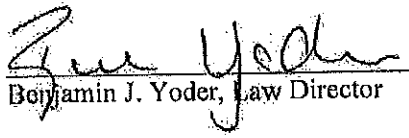
AUTHENTICATION

This is to certify that this Resolution was duly passed and filed with the Deerfield Township Fiscal Officer, this 7th day of December, 2021.



Dan Corey, Fiscal Officer
Deerfield Township, Warren County, Ohio

APPROVED AS TO FORM



Benjamin J. Yoder, Law Director

Resolution

Number 22-1325

Adopted Date August 30, 2022

APPROVE VARIOUS RECORD PLATS

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

- Clear Spring Estates Section 7 Replat – Clearcreek Township

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

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

Resolution adopted this 30th day of August 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Plat File
RPC

Resolution

Number 22-1326

Adopted Date August 30, 2022

APPROVE SUPPLEMENTAL APPROPRIATION ADJUSTMENT WITHIN DOG AND
KENNEL FUND #2206

BE IT RESOLVED, to approve the following supplemental appropriation adjustment within the
Dog & Kennel Fund #22062700:

\$15,000.00 into #22062700 5310 (Vehicle- Capital Outlay)

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

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 30th day of August 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor ✓
Appropriation Adj. File
Dog & Kennel (file)
OMB

Resolution

Number 22-1327

Adopted Date August 30, 2022

APPROVE SUPPLEMENTAL AMENDMENT INTO CLERK OF COURTS CERTIFICATE
OF TITLE ADMINISTRATION FUND #2250

BE IT RESOLVED, to approve the following supplemental appropriation:

\$ 30,119.48 into 22501260-5317 (Non-Capital Purchase)

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


Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 30th day of August 2022.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor
Supplemental App. file
Clerk of Courts (file)

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 22-1328

Adopted Date August 30, 2022

APPROVE SUPPLEMENTAL APPROPRIATION INTO COMMON PLEAS COURT
COMMUNITY BASED CORRECTIONS #2289

BE IT RESOLVED, to approve the following supplemental appropriation:

\$ 1,000.00 into BUDGET-BUDGET 22891227-5910 (Other Expenses)

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

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 30th day of August 2022.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

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

Resolution

Number 22-1329

Adopted Date August 30, 2022

APPROVE SUPPLEMENTAL APPROPRIATION INTO SEWER REVENUE FUND #5580

WHEREAS, the Water and Sewer Department due to current needs, supply chain issues and price increases needs to supplement the 2022 budget appropriations; and

WHEREAS, a supplemental appropriation is necessary to accommodate said costs; and

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

\$175,000.00 into 55803300-5998 (Reserve/Contingency)

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

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 30th day of August 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

mbz

cc: Auditor
Supplemental App. file
Water/Sewer (file)

Resolution

Number 22-1330

Adopted Date August 30, 2022

APPROVE APPROPRIATION ADJUSTMENT FROM COMMON PLEAS COURT
SERVICES FUND #11011223 INTO #11011220

BE IT RESOLVED, to approve the following appropriation adjustment:

\$ 2,000.00	from	#11011223-5102	(Regular Salaries)
	into	#11011220-5855	(Clothing/Personal Equipment)

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

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

Resolution adopted this 30th day of August 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Appropriation Adjustment file
Common Pleas Court (file)

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

Resolution

Number 22-1331

Adopted Date August 30, 2022

APPROVE APPROPRIATION WITHIN COMMON PLEAS COURT COMMUNITY BASED
CORRECTIONS #2289

BE IT RESOLVED, to approve the following appropriation adjustment:


\$ 2,000.00	from	BUDGET-BUDGET 22891228-5210	(Materials & Supplies)
	into	BUDGET-BUDGET 22891228-5910	(Other Expenses)

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

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

Resolution adopted this 30th day of August 2022.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor
Appropriation Adjustment file
Common Pleas (file)

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 22-1332

Adopted Date August 30, 2022

APPROVE AN APPROPRIATION ADJUSTMENT WITHIN PROSECUTOR FUND
#11011150

BE IT RESOLVED, to approve the following appropriation adjustment in order to process a vacation leave payout for Trent Sulek, former employee of the Prosecutor's Office:

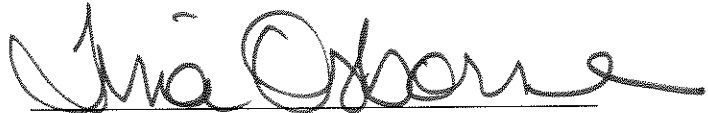
\$552.00 from #11011150-5102 (Regular Salaries)
 into #11011150-5882 (Vacation Leave Payout)

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

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

Resolution adopted this 30th day of August 2022.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

MRB/

cc: Auditor
Appropriation Adjustment file
Prosecutor (file)
OMB

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 22-1333

Adopted Date August 30, 2022

APPROVE APPROPRIATION ADJUSTMENT WITHIN CORONER'S FUND #11012100

BE IT RESOLVED, to approve the following appropriation adjustment:

\$34,000.00	from	#11012100-5400	(Coroner – Purchased Services)
	into	#11012100-5310	(Coroner – Vehicles Capital Outlay)

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

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

Resolution adopted this 30th day of August 2022.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor
Appropriation Adjustment file
Coroner (file)

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 22-1334

Adopted Date August 30, 2022

APPROVE APPROPRIATION ADJUSTMENT WITHIN CORONER'S FUND #11012100

BE IT RESOLVED, to approve the following appropriation adjustment:

\$10,280.00 from #11012100-5210 (Coroner – Materials & Supplies)
into #11012100-5310 (Coroner – Vehicles Capital Outlay)

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

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

Resolution adopted this 30th day of August 2022.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor
Appropriation Adjustment file
Coroner (file)

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 22-1335

Adopted Date August 30, 2022

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

BE IT RESOLVED, to approve the following appropriation adjustment:

\$11,400.00 from #11012300-5830 (Workers' Comp)
into #11012300-5400 (Purchased Services)

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

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

Resolution adopted this 30th day of August 2022.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

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

Resolution

Number 22-1336

Adopted Date August 30, 2022

APPROVE APPROPRIATION ADJUSTMENT WITHIN SOLID WASTE MANAGEMENT DISTRICT FUND #2256

WHEREAS, an appropriation adjustment is necessary to accommodate vouchers for electronic recycling event; and

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

\$5,000.00 from #22564410-5410 (Contracts BOCC Approved)
 into #22564410-5400 (Purchased Services)

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

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

Resolution adopted this 30th day of August 2022.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor
Appropriation Adjustment file
Solid Waste (file)

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

Resolution

Number 22-1337

Adopted Date August 30, 2022

APPROVE APPROPRIATION ADJUSTMENT WITHIN CHILDREN SERVICES FUND
#2273

BE IT RESOLVED, to approve the following appropriation adjustment to process vacation leave payouts for former employees of Children Services, Elizabeth Kaufman:

\$1,572.00	from	#22735100-5102	(Regular Salaries)
	into	#22735100-5882	(Vacation Leave Payout)

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

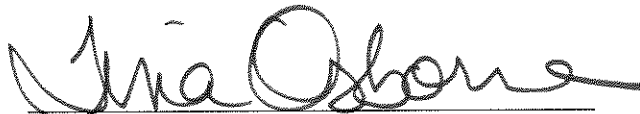
Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 30th day of August 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

jc/

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

BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO

Resolution

Number 22-1338

Adopted Date August 30, 2022

APPROVE APPROPRIATION ADJUSTMENTS WITHIN TELECOMMUNICATIONS
DEPARTMENT FUND #4492

BE IT RESOLVED, to approve the following appropriation adjustments:


\$78,500.00	from	#44923822-5400	(Purchased Services)
	into	#44923822-5410	(Contracts BOCC Approved)
\$84,000.00	from	#44923814-5320	(Capital Purchases)
	into	#44923814-5410	(Contracts BOCC Approved)

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

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

Resolution adopted this 30th day of August 2022.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor
Appropriation Adj. file
Telecom (file)

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 22-1339

Adopted Date August 30, 2022

APPROVE APPROPRIATION ADJUSTMENT WITHIN THE WATER REVENUE FUND
NO. 5510

WHEREAS, the Water and Sewer Department incurs a capital outlay for the purchase of a 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:

\$10,000.00	from	55103200-5998	(Reserve/Contingency)
	into	55103200-5310	(Vehicles Capital Outlay)

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

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 30th day of August 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

mbz

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

Resolution

Number 22-1340

Adopted Date August 30, 2022

APPROVE APPROPRIATION ADJUSTMENT WITHIN THE SEWER REVENUE FUND
NO. 5580

WHEREAS, the Water and Sewer Department incurs costs for the procurement of two (2) Gorman Rupp Sludge Pumps for the Aeration Building at the Waynesville Regional Wastewater Plant that meet the criteria for capital expenditures; and

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

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

\$38,000.00	from	55803300-5998	(Reserve/Contingency)
	into	55803300-5320	(Capital Purchases)

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

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

Resolution adopted this 30th day of August 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

mbz

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

Resolution

Number 22-1341

Adopted Date August 30, 2022

APPROVE APPROPRIATION ADJUSTMENT WITHIN PROPERTY CASUALTY
INSURANCE FUND #6637

BE IT RESOLVED, to approve the following appropriation adjustment within fund 6637:

\$363.00 from #66371113-5460 (Property Casualty Ins – Insurance)
 into #66371113-5910 (Property Casualty Ins – Other Expense)

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

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

Resolution adopted this 30th day of August 2022.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

/js

cc: Auditor
Appropriation Adj. file
OMB (file)

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 22-1342

Adopted Date August 30, 2022

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.

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

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 30th day of August 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/tao

cc:

Commissioners' file

REQUISITIONS

Department	Vendor Name	Description	Amount
WAT	INSTALLED BUILDING PRODUCTS LLC	LLMWWTP GARAGE DOOR REPLAC	\$ 231,462.04
FAC	RICHARD BOWLING	FLOORING INSTALLATION AT 406 JUSTICE	\$ 15,848.30
FAC	SHAW INDUSTRIES INC	CARPET AND ADHESIVE 406 JUSTICE	\$ 50,318.67
TEL	ALLSTATE TOWER INC	ALLSTATE TOWER REPAIR SERV	\$ 73,200.00
WAT	72 HOUR LLC	2023 FORD F-150 XL 4WD SUP	\$ 50,278.03
WAT	72 HOUR LLC	2023 FORD F-150	\$ 47,197.53
SHE	AMAZON CAPITAL SERVICES INC	EQUIPMENT & SUPPLIES	\$ 9,000.00
DOG	72 HOUR LLC	2023 FORD F-150	\$ 44,279.64
COR	72 HOUR LLC	2023 FORD F-150	\$ 44,279.64

8/30/2022 APPROVED:



Tiffany Zindel, County Administrator