

Resolution

Number 21-0479

Adopted Date April 13, 2021

ACCEPT RESIGNATION OF ALLISON SMITH, ELIGIBILITY REFERRAL SPECIALIST II, WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, HUMAN SERVICES DIVISION, EFFECTIVE MAY 20, 2021

BE IT RESOLVED, to accept the resignation, of Allison Smith, Eligibility Referral Specialist II, within the Warren County Department of Job and Family Services, Human Services Division, effective May 20, 2021.

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

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

Resolution adopted this 13th day of April 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

Resolution

Number 21-0480

Adopted Date April 13, 2021

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

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

NOW THEREFORE BE IT RESOLVED, to designate Family and Medical Leave of Absence for
Melissa Bour for illness not to exceed twelve (12) weeks; pending further documentation from
physician.

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

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

Resolution adopted this 13th day of April 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

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

Resolution

Number 21-0481

Adopted Date April 13, 2021

APPROVE A PAY INCREASE FOR EMMALINE RITCHIE WITHIN THE WARREN COUNTY DEPARTMENT OF EMERGENCY SERVICES

WHEREAS, this Board adopted Resolution #98-1460, October 8, 1998 adopting departmental work rules and compensation schedule for the Warren County Emergency Services and the Emergency Communications Operators; and

WHEREAS, Emmaline Ritchie, Emergency Communications Operator within the Warren County Emergency Services, has successfully completed four (4) years of service as an Emergency Communications Operator on April 10, 2021; and

NOW THEREFORE BE IT RESOLVED, to approve Emmaline Ritchie's pay increase to \$26.63 per hour, under the Warren County Emergency Services Schedule, effective pay period beginning April 22, 2021.

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

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

Resolution adopted this 13th day of April 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Emergency Services (File)
E. Ritchie's Personnel File
OMB-Sue Spencer

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

Resolution

Number 21-0482

Adopted Date April 13, 2021

**APPROVE SALARY ADJUSTMENTS RELATIVE TO EMERGENCY SERVICES
MANAGEMENT PERSONNEL**

WHEREAS, the Board recently approved a tentative agreement with the Warren County Dispatch Association and determined salary adjustments for management personnel that did not receive annual adjustments in January 2021; and

BE IT RESOLVED, to approve salary adjustments for employees under the Board's jurisdiction as reflected in the attached schedule; and

BE IT FURTHER RESOLVED, that said salary adjustments shall be effective pay period beginning January 2, 2021.

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

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

Resolution adopted this 13th day of April 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Emergency Services (file)
All personnel files
OMB – Sue Spencer

| | 2020 Wage | 2021 Wage |
|-----------------|--------------|--------------|
| Jesse Madden | \$ 2,697.55 | \$ 2,751.50 |
| Samantha Hall | \$ 30.78 | \$ 31.40 |
| Chris Dill | \$ 29.31 | \$ 29.90 |
| Brian Holtel | \$ 29.31 | \$ 29.90 |
| Kimberly Jent | \$ 29.31 | \$ 29.90 |
| Kristen Osborne | \$ 29.31 | \$ 29.90 |
| David Sauer | \$ 29.31 | \$ 29.90 |

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

Resolution

Number 21-0483

Adopted Date April 13, 2021

APPROVE PROMOTION OF ALEX HOBBS FROM THE POSITION OF CONTROL SYSTEMS TECH I TO THE POSITION OF CONTROL SYSTEMS TECH II WITHIN THE WATER AND SEWER DEPARTMENT

WHEREAS, the Sanitary Engineer has indicated that Mr. Hobbs has necessary requirements for a Control Systems Tech II; and

NOW THEREFORE BE IT RESOLVED, to promote Alex Hobbs to the position of Control Systems Tech II, non-exempt, pay range #19, \$26.02 per hour, effective pay period beginning April 10, 2021.

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

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

Resolution adopted this 13th day of April 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Water/Sewer (file)
A. Hobbs' Personnel file
OMB – Sue Spencer

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

Resolution

Number 21-0484

Adopted Date April 13, 2021

SET PUBLIC HEARING TO CONSIDER AMENDMENT TO THE WARREN COUNTY
COMPREHENSIVE PLAN TO INCLUDE THE 2020 HAMILTON TOWNSHIP
COMPREHENSIVE PLAN

BE IT RESOLVED, to set the public hearing to consider an amendment to the Warren County Comprehensive Plan to include the 2020 Hamilton Township Comprehensive Plan; said public hearing to be held May 4, 2021, at 9:15 a.m. in the Commissioners' Meeting Room, 406 Justice Drive, Lebanon, Ohio 45036; and


BE IT FURTHER RESOLVED, to advertise notice thereof in a newspaper of general circulation, at least (10) days prior to said public hearing.

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

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

Resolution adopted this 13th day of April 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

/tao

cc: RPC
RZC (file)
Public Hearing file
Hamilton Township Trustees

Resolution

Number 21-0485

Adopted Date April 13, 2021

ACKNOWLEDGE EXECUTION BY THE COUNTY ADMINISTRATOR OF CHANGE ORDER NO 20 TO THE GUARANTEED MAXIMUM PRICE AGREEMENT WITH THE CONSTRUCTION MANAGER AT RISK GRANGER CONSTRUCTION COMPANY FOR THE NEW JAIL AND SHERIFF'S ADMINISTRATION OFFICE PROJECT ("PROJECT")

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

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

WHEREAS, Granger has a presented change order number 20 to accommodate changes needed relative to handicap shower fixture; electrical/raceway needs for the training room and additional clock rough-ins needed due to original acceptance of expanded jail capacity that were overlooked in the original pricing; and


NOW THEREFORE BE IT RESOLVED, to acknowledge the execution of change order number 20, by the County Administrator, for a increase of \$16,073.21 to the Guaranteed Maximum Price, creating a new Guaranteed Maximum Price of \$49,464,445.09; said change order with supporting/open book pricing are attached hereto and made a part hereof.

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

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

Resolution adopted this 13th day of April 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

Tz/

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

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



OWNER CHANGE ORDER

Granger Construction Company
1822- 00 Warren County Jail

CHANGE ORDER DATE:
03/30/2021
CHANGE ORDER #: 20

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

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

CHANGE ORDER INFORMATION

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

- PCO 179 - Bulletin 23 Added Scope for RJE/Radiant
- PCO 182 - Area E Locker Room ADA Shower Fixtures
- PCO 183 - RFI 173 Missing Clock Rough-In for B2-01, B3-01, & B4-01

| PROJECT | ACO | DESCRIPTION | PCO TYPE | PCO | CONTRACT CHANGE |
|----------|-----|--|----------|-----|-----------------|
| 1822- 00 | 179 | Bulletin 23 Added Scope for RJE & Radiant | PCO | 179 | \$13,255.43 |
| 1822- 00 | 182 | Area E Locker Room ADA Shower Fixtures | PCO | 182 | \$1,205.21 |
| 1822- 00 | 183 | RFI 173 Missing Clock Rouch-In for B2-01, B3-01, & B4-01 | PCO | 183 | \$1,612.57 |

TOTAL: \$ 16,073.21

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

| | |
|---|------------------|
| The original Contract Sum was | \$ 49,341,225.00 |
| The net change by previously authorized Change Orders was | \$ 107,146.88 |
| The Contract Sum prior to this Change Order was | \$ 49,448,371.88 |
| The Contract Sum will be increased by this Change Order | \$ 16,073.21 |
| The new Contract Sum will be | \$ 49,464,445.09 |
| The Contract Time will be decreased by 0 days | |

AUTHORIZED BY OWNER:

Warren County
406 Justice Drive
Lebanon, OH 45036

By: 

Date: 4-6-21

ACCEPTED BY CONTRACTOR

Granger Construction Company
6267 Aurelius Road
Lansing, MI 48911

By: 

Date: 04/05/2021

ARCHITECT/ENGINEER

Wachtel & McAnally Architects/Planners, Inc
35 South Park Place, Ste 350
Newark, OH 43065

By: 

Date: 3/30/21



CHANGE ORDER REQUEST

DATE: 01/26/2021
PCO#: 179

Granger Construction Company
1822- 00 - Warren County Jail

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

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

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

Default for PCO: Bulletin 23 Added Scope for RJE & Radiant
Proposed Scope of Work: Bulletin 23 Added Scope for RJE & Radiant

The prices below are valid until **02/05/2021**.

Funding Source for Change Order:
Granger/Megen GMP: \$13,255.43
Owner Contingency: (\$13,255.43)

| PGO Item | Status | Change (in Days) | Contract Line | Notes | Amount |
|---|--------|------------------|---------------|-------|-------------|
| 1 : Bulletin 23 Added Scope for RJE & Radiant Bond | New | | 0000610-00 | | \$76.15 |
| 2 : Bulletin 23 Added Scope for RJE & Radiant Sub Bond Risk | New | | 0000620-00 | | \$126.91 |
| 3 : Bulletin 23 Added Scope for RJE & Radiant CM Fee | New | | 0000092-00 | | \$323.30 |
| 4 : Bulletin 23 Added Scope for RJE & Radiant Insurances | New | | 0000620-02 | | \$38.07 |
| 5 : Bulletin 23 Added Scope for RJE & Radiant LEE | New | | 0016000-00 | | \$12,691.00 |

Total: \$13,255.43

Submitted By:

Jason Woehrle

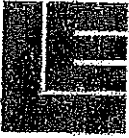
01/26/2021

Date

Approved By:

Tiffany Zindel
Warren County

Date



Lake Erie Electric, Inc.

Contractors and Engineers • Dayton Office

OH Lic. # 26769

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

Established 1952

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

1/22/21

Project:
Warren County Jail

LEE CO No.: TBD
Re : Bulletin 23 - Radiant Additions

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

LEE Cost: \$8,591.00

Bond

CO Net: \$8,591.00

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

Respectfully,
Lake Erie Electric, Inc.

Sean M. Mondello
Project Manager

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

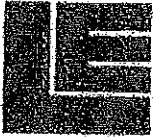
Project Warren County Jail
 Name Lebanon, OH
 County Montgomery
 Subcontractor Name and Address
 LAKE ERIE ELECTRIC, INC.
 360 INDUSTRIAL DRIVE
 FRANKLIN, OH 45005

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

| A. Labor Summary (exclude fringes) - GC 7.7.2.2 | | Premium Portion ¹ | |
|--|--------------|------------------------------|-----------------------|
| Personnel Classification | Regular Rate | | |
| Journeyman 44.00 hours x 31.00 /hour | | /hour | = 1,364.00 |
| Foreman 44.00 hours x 34.10 /hour | | /hour | = 1,500.40 |
| Gen Fore _____ hours x 36.58 /hour | | /hour | = _____ |
| PM _____ hours x 80.00 /hour | | /hour | = _____ |
| | | | Total (B) \$ 2,864.40 |
| B. Fringes - GC 7.7.2.3 | | | |
| Journeyman 44.00 hours x 20.39 /hour | | /hour | = 897.16 |
| Foreman 44.00 hours x 20.55 /hour | | /hour | = 904.20 |
| Gen Fore _____ hours x 20.67 /hour | | /hour | = _____ |
| PM _____ hours x _____ /hour | | /hour | = _____ |
| | | | Total (C) \$ 1,801.36 |
| C. Allowable Payroll Expenses - GC 7.7.2.4 | | | |
| Journeyman 44.00 hours x 6.88 /hour | | /hour | = 302.72 |
| Foreman 44.00 hours x 7.57 /hour | | /hour | = 333.08 |
| Gen Fore _____ hours x 8.12 /hour | | /hour | = _____ |
| PM _____ hours x _____ /hour | | /hour | = _____ |
| | | | Total (D) \$ 635.80 |
| D. Equipment Rental (attach itemized quotes / invoices) | | | Total (D) \$ _____ |
| E. Administrative and Processing fees | | | Total (E) \$ _____ |
| F. Trucking (attach itemized supporting documentation) | | | Total (F) \$ _____ |
| G. Material (attach itemized supporting documentation) | | | Total (G) \$ 2,168.82 |
| Sub Total | | | \$ 7,470.38 |
| H. Contractor Overhead and Profit GC 7.7.2.10 | x 15.00% | | Total (H) \$ 1,120.56 |
| I. Subcontractor Tier Cost (attach itemized supporting documentation) GC 7.7.2.10.1 | | | Total (I) \$ _____ |
| J. Subcontractor Tier Markup | x 5.00% | | Total (J) \$ _____ |
| K. Miscellaneous - GC 7.7.2.12 | | | Total (K) \$ _____ |
| 1. Premium portion (labor and fringes) only for approved overtime - attach itemized supporting documentation ² | | | Total (K) \$ _____ |
| Grand Total (Sub Total + H + I + J + K) | | | \$ 8,590.94 |

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

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



Lake Erie Electric, Inc.

Contractors and Engineers • Dayton Office

OH Lic. # 2

360 Industrial Drive, Franklin, Ohio 45005

Phone: 937-743-1220

Fax: 937-743-1

Established 1952

WARREN COUNTY JAIL MATERIAL COMPILATION

FROM TAKEOFF

\$ 2,168.82

\$ -

NET MATERIAL TOTAL \$ 2,168.82

RADIANT - ROOM E1-04

| | Description | Quantity | Unit | Total Material | Labor | Unit | Total Hours |
|----|--|----------|------|----------------|-------|------|-------------|
| 1 | 3/4" CONDUIT - EMT | 120 | C | 96.00 | 5.28 | C | 6.34 |
| 2 | 1" CONDUIT - EMT | 150 | C | 202.50 | 6.72 | C | 10.08 |
| 3 | 2" CONDUIT - EMT | 50 | C | 155.00 | 11.40 | C | 5.70 |
| 4 | 2" ELBOW 90 DEG - EMT | 2 | C | 15.84 | 67.50 | C | 1.35 |
| 5 | 3/4" COUPLING COMP STL - EMT | 8 | C | 48.38 | 0.00 | C | 0.00 |
| 6 | 1" COUPLING COMP STL - EMT | 10 | C | 94.55 | 0.00 | C | 0.00 |
| 7 | 2" COUPLING COMP STL - EMT | 9 | C | 303.25 | 0.00 | C | 0.00 |
| 8 | 3/4" CONN COMP STL INSUL - EMT | 16 | C | 45.58 | 18.75 | C | 3.00 |
| 9 | 1" CONN COMP STL INSUL - EMT | 20 | C | 95.50 | 22.50 | C | 4.50 |
| 10 | 2" CONN COMP STL INSUL - EMT | 4 | C | 83.69 | 33.60 | C | 1.34 |
| 11 | 2" BUSHING - PLASTIC | 4 | C | 4.10 | 8.70 | C | 0.35 |
| 12 | 2" 2-PC CONDUIT STRUT CLAMP | 10 | C | 18.68 | 12.90 | C | 1.29 |
| 13 | 1/2 OR 3/4" SNAP CLOSE CLIP - SIDE MNT TO MTL STUDS SUPP | 16 | C | 18.56 | 10.80 | C | 1.73 |
| 14 | 1" SNAP CLOSE CLIP - SIDE MNT TO MTL STUDS SUPPORT | 20 | C | 27.74 | 11.85 | C | 2.37 |
| 15 | 1/2 OR 3/4" SNAP CLOSE CLIP ON ANGLE BRKT | 16 | C | 13.85 | 12.30 | C | 1.97 |
| 16 | #12 THHN BLACK | 408 | M | 55.08 | 7.73 | M | 3.15 |
| 17 | #12 THHN GREEN | 136 | M | 18.36 | 7.73 | M | 1.05 |
| 18 | WIRE CONN RED | 24 | C | 4.08 | 9.00 | C | 2.16 |
| 19 | CONDUIT MEASURING TAPE | 80 | M | 3.14 | 4.50 | M | 0.36 |
| 20 | 4x1 1/2" SQ BOX COMB ROW FLUSH MTL STUD BRKT | 18 | C | 23.59 | 34.50 | C | 6.21 |
| 21 | 4" SQ 1G PLSTR RING 5/8" RISE | 10 | C | 3.78 | 3.75 | C | 0.38 |
| 22 | 4" SQ 2G PLSTR RING 5/8" RISE | 8 | C | 4.31 | 3.75 | C | 0.30 |
| 23 | 12x12x 6" BOX HNGD CVR - NEMA 1 | 2 | E | 53.04 | 1.35 | E | 2.70 |
| 24 | GROUND SCREW W/INSUL #12 LEAD | 8 | C | 2.06 | 4.50 | C | 0.36 |
| 25 | 1 5/8x1 5/8x14G STRUT SLOTTED HOLE GALV | 10 | C | 13.68 | 15.00 | C | 1.50 |
| 26 | 1/4-20x1 3/4 WEDGE ANCHOR - 1 1/8" MIN DEPTH | 21 | C | 7.35 | 12.00 | C | 2.52 |
| 27 | 1/4x1 1/4 FENDER WASHER - PLTD STL | 21 | C | 1.91 | 1.50 | C | 0.32 |
| 28 | #8x 1/2 WAFER HEAD SHEET MTL SCREW | 80 | C | 3.28 | 2.25 | C | 1.80 |
| 29 | 2G DUPLEX REC PLATE - 302 S/S | 8 | C | 35.84 | 5.85 | C | 0.47 |
| 30 | 20A-125V DUP REC - ISO GRD ORG (SG) | 16 | C | 151.36 | 30.00 | C | 4.80 |
| 31 | 4" DIAM CORE 6" THICK WALL | 2 | E | 160.00 | 0.50 | E | 1.00 |
| 32 | FIRE CAULK | 2 | E | 10.00 | 0.50 | E | 1.00 |
| | Totals: | 1,309 | | 1,774.07 | | | 70.09 |

RADIANT - ROOMS E2-12, E2-09, E3-04, D5-07

| | Description | Quantity | Unit | Total Material | Labor | Unit | Total Hours |
|----|---|----------|------|----------------|-------|------|-------------|
| 1 | 1" CONDUIT - EMT | 80 | C | 108.00 | 6.72 | C | 5.38 |
| 2 | 1" CONN COMP STL - EMT | 8 | C | 64.05 | 22.50 | C | 1.80 |
| 3 | 1" COUPLING COMP STL - EMT | 8 | C | 75.64 | 0.00 | C | 0.00 |
| 4 | 1" CONN COMP STL INSUL - EMT | 16 | C | 76.40 | 22.50 | C | 3.60 |
| 5 | 1" SNAP CLOSE CLIP - SIDE MNT TO MTL STUD SUPPORT | 16 | C | 22.19 | 11.85 | C | 1.90 |
| 6 | 4x1 1/2" SQ BOX COMB KOW / FLUSH MTL STUD BRKT | 8 | C | 10.48 | 34.50 | C | 2.76 |
| 7 | 4" SQ 2 GPL STR RING 5/8" RISE | 8 | C | 4.31 | 3.75 | C | 0.30 |
| 8 | #8x 1/2" WAFER HEAD SHEET MTL SCREW | 32 | C | 1.31 | 2.25 | C | 0.72 |
| 9 | 2G DUPLEX REC PLATE - 302 S/S | 4 | C | 17.92 | 5.85 | C | 0.23 |
| 10 | 20A-125V DUP REC - COMPACT IVY (SG) | 4 | C | 14.44 | 30.00 | C | 1.20 |
| | Totals | 184 | | 394.75 | | | 17.89 |



Lake Erie Electric, Inc.

Contractors and Engineers • Dayton Office

OH Lic. # 26769

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

Established 1952

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

1/22/21

Project:
Warren County Jail

LEE CO No.: TBD
Re : Bulletin 23 - RJE Additions

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

LEE Cost: \$4,100.00

Bond

CO Net: \$4,100.00

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

Respectfully,
Lake Erie Electric, Inc.

Sean M. Mondello
Project Manager

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

Project Warren County Jail
 Name Lebanon, OH

Contractor's
 Contract No. 1822-000121

County Montgomery

Project No. _____ Phase Contr. No. _____
 Change Order No. TBD for Changes

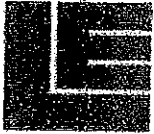
Subcontractor Name and Address
LAKE ERIE ELECTRIC, INC.
360 INDUSTRIAL DRIVE
FRANKLIN, OH 45005

I.D. No. _____ Phase Contr. No. _____
 Type of Contract ELECTRICAL

| A. Labor Summary (exclude fringes) - GC 7.7.2.2 | | Premium Portion ¹ | |
|---|--------------|------------------------------|------------------------------|
| Personnel Classification | Regular Rate | | |
| Journeyman 23.00 hours x 31.00 /hour | | /hour | = <u>713.00</u> |
| Foreman 23.00 hours x 34.10 /hour | | /hour | = <u>784.30</u> |
| Gen Fore _____ hours x 36.58 /hour | | /hour | = _____ |
| PM _____ hours x 80.00 /hour | | /hour | = _____ |
| | | | Total (B) \$ <u>1,497.30</u> |
| B. Fringes - GC 7.7.2.3 | | | |
| Journeyman 23.00 hours x 20.39 /hour | | /hour | = <u>468.97</u> |
| Foreman 23.00 hours x 20.55 /hour | | /hour | = <u>472.65</u> |
| Gen Fore _____ hours x 20.67 /hour | | /hour | = _____ |
| PM _____ hours x _____ /hour | | /hour | = _____ |
| | | | Total (C) \$ <u>941.62</u> |
| C. Allowable Payroll Expenses - GC 7.7.2.4 | | | |
| Journeyman 23.00 hours x 6.88 /hour | | /hour | = <u>158.24</u> |
| Foreman 23.00 hours x 7.57 /hour | | /hour | = <u>174.11</u> |
| Gen Fore _____ hours x 8.12 /hour | | /hour | = _____ |
| PM _____ hours x _____ /hour | | /hour | = _____ |
| | | | Total (D) \$ <u>332.35</u> |
| D. Equipment Rental (attach itemized quotes / invoices) | | | Total (D) \$ _____ |
| E. Administrative and Processing fees | | | Total (E) \$ _____ |
| F. Trucking (attach itemized supporting documentation) | | | Total (F) \$ _____ |
| G. Material (attach itemized supporting documentation) | | | Total (G) \$ <u>794.34</u> |
| Sub Total | | | \$ <u>3,565.61</u> |
| H. Contractor Overhead and Profit GC 7.7.2.10 | x 15.00% | | Total (H) \$ <u>534.84</u> |
| I. Subcontractor Tier Cost (attach itemized supporting documentation) GC 7.7.2.10.1 | | | Total (I) \$ _____ |
| J. Subcontractor Tier Markup | x 5.00% | | Total (J) \$ _____ |
| K. Miscellaneous - GC 7.7.2.12 | | | |
| 1. Premium portion (labor and fringes) only for approved overtime - attach itemized supporting documentation ² | | | Total (K) \$ _____ |
| Grand Total (Sub Total + H + I + J + K) | | | \$ <u>4,100.45</u> |

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

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



Lake Erie Electric, Inc.

Contractors and Engineers • Dayton Office

OH Lic. # 2

360 Industrial Drive, Franklin, Ohio 45005

Phone: 937-743-1220

Fax: 937-743-1

Established 1952

WARREN COUNTY JAIL MATERIAL COMPILATION

FROM TAKEOFF

\$ 794.34

\$ -

NET MATERIAL TOTAL \$ 794.34

| System | Brkdn Fct % | Material(\$) | Mat(%) | Labor Hrs | Lab(%) |
|--|-------------|--------------|--------|-----------|--------|
| 1 RJE-ROOME1-04 | 0.000 | 794.34 | 4.17 | 46.44 | 7.53 |
| 2 RADIANT-ROOME1-04 | 0.000 | 1,774.08 | 9.30 | 70.10 | 11.37 |
| 3 RADIANT-ROOMSE2-12, E2-09, E3-04, D5-07 | 0.000 | 394.74 | 2.07 | 17.89 | 2.90 |

RJE - ROOM E1-04

| Description | Quantity | Unit | Total Material | Labor | Unit | Total Hours |
|--|----------|------|----------------|-------|------|-------------|
| 1 3/4" CONDUIT - EMT | 210 | C | 168.00 | 5.28 | C | 11.09 |
| 2 3/4" COUPLING COMP STL - EMT | 17 | C | 102.80 | 0.00 | C | 0.00 |
| 3 3/4" CONN COMP STL INSUL - EMT | 22 | C | 62.67 | 18.75 | C | 4.13 |
| 4 3/4" SPRING STL CONDUIT CLAMP W/ BOLT | 13 | C | 3.90 | 9.00 | C | 1.17 |
| 5 1/2 OR 3/4" SNAP CLOSE CLIP - BTM MNT ON 1/4" FLNG HNGR | 8 | C | 9.36 | 12.30 | C | 0.98 |
| 6 1/2 OR 3/4" SNAP CLOSE CLIP - SIDE MNT TO MTL STUD SUPP | 18 | C | 20.87 | 10.80 | C | 1.94 |
| 7 1/2 OR 3/4" SNAP CLOSE CLIP ON ANGLE BRKT | 18 | C | 15.59 | 12.30 | C | 2.21 |
| 8 1/2 OR 3/4" CONDUIT + BOX SUPPORT - BTM MNT ON 1/4" FLNG | 2 | C | 7.59 | 13.80 | C | 0.28 |
| 9 #12 THHN BLACK | 872 | M | 117.72 | 7.73 | M | 6.74 |
| 10 #12 THHN GREEN | 153 | M | 20.66 | 7.73 | M | 1.18 |
| 11 WIRE CONN RED | 27 | C | 4.60 | 9.00 | C | 2.43 |
| 12 4x 1 1/2" SQ BOX COMB KO | 2 | C | 1.14 | 34.50 | C | 0.69 |
| 13 4x 1 1/2" SQ BOX COMB KO W/ FLUSH MTL STUD BRKT | 9 | C | 11.80 | 34.50 | C | 3.11 |
| 14 4" SQ 2G PLSTR RING 5/8" RISE | 9 | C | 4.85 | 3.75 | C | 0.34 |
| 15 4" SQ BLANK COVER | 2 | C | 0.51 | 3.75 | C | 0.07 |
| 16 GROUND SCREW W/ INSUL #12 LEAD | 11 | C | 2.83 | 4.50 | C | 0.50 |
| 17 BEAM CLAMP TO 5/8" FLNG W/ 1/4-20 THRD HOLE | 13 | C | 24.39 | 12.00 | C | 1.56 |
| 18 #8x 1/2 WAFER HEAD SHEET MTL SCREW | 49 | C | 2.01 | 2.25 | C | 1.10 |
| 19 2G DUPLEX REC PLATE - 302 S/S | 9 | C | 40.32 | 5.85 | C | 0.53 |
| 20 20A 125V DUP REC - ISO GRD ORG (SG) | 18 | C | 170.28 | 30.00 | C | 5.40 |
| 21 #12 WIRE POWER TERM | 7 | E | 2.45 | 0.14 | E | 0.98 |
| Totals | 1,489 | | 794.34 | | | 46.43 |



CHANGE ORDER REQUEST

DATE: 03/01/2021

PCO#: 182

Granger Construction Company
1822- 00 - Warren County Jail

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

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

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

Default for PCO: Area E Locker Room ADA Shower Fixtures
Proposed Scope of Work: Area E Locker Room ADA Shower Fixtures

The prices below are valid until 03/12/2021.

Funding Source for Change Order:

Granger/Megen GMP: \$1,205.21

Owner Contingency: (\$1,205.21)

| PCO Item | Status | Change (in Days) | Contract Line | Notes | Amount |
|--|--------|------------------|---------------|-------|------------|
| 1 : Area E Locker Room ADA Shower Fixtures Bond | New | | 0000610-00 | | \$6.92 |
| 2 : Area E Locker Room ADA Shower Fixtures Sub Bond Risk | New | | 0000620-00 | | \$11.54 |
| 3 : Area E Locker Room ADA Shower Fixtures CM Fee | New | | 0000092-00 | | \$29.40 |
| 4 : Area E Locker Room ADA Shower Fixtures Insurances | New | | 0000620-02 | | \$3.46 |
| 5 : Area E Locker Room ADA Shower Fixtures QCM | New | | 0015400-00 | | \$1,153.89 |

Total: \$1,205.21

Submitted By:

03/01/2021

Date

Approved By:

Tiffany Zindel
Warren County

Date



Warren County Jail
 QCM 2076-014
 ADA Showers Area E

2/18/2021

| Category | Size | Item Description | Qty | UOM | Mat Unit | Mat Ext |
|-------------------|------|--------------------------------|-----|-----|-----------|-------------|
| PLUMBING FIXTURES | N/A | SH-2 ADA SHOWER VALVE AND TRIM | 3 | EA | \$ 345.70 | \$ 1,037.10 |
| PLUMBING FIXTURES | N/A | SH-2 SHOWER VALVE AND TRIM | (3) | EA | \$ 224.34 | \$ (673.02) |
| | | | | | | |
| | | GRAND TOTAL | | | | \$ 364.08 |



CHANGE ORDER REQUEST

DATE: 03/01/2021

PCO#: 183

Granger Construction Company
1822- 00 - Warren County Jail

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

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

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

Default for PCO: RFI 173 Missing Clock Rouch-In for B2-01, B3-01, & B4-01

Proposed Scope of Work: RFI 173 Missing Clock Rouch-In for B2-01, B3-01, & B4-01

The prices below are valid until 03/12/2021.

Funding Source for Change Order:

Granger/Megen GMP: \$1,612.57

Owner Contingency: (\$1,612.57)

| PCO Item | Status | Change (in Days) | Contract Line | Notes | Amount |
|---|--------|------------------|---------------|-------|------------|
| 1 : RFI 173 Missing Clock Rouch-In Bond | New | | 0000610-00 | | \$9.26 |
| 2 : RFI 173 Missing Clock Rouch-In Sub Bond Risk | New | | 0000620-00 | | \$15.44 |
| 3 : RFI 173 Missing Clock Rouch-In CM Fee | New | | 0000092-00 | | \$39.33 |
| 4 : RFI 173 Missing Clock Rouch-In Insurances | New | | 0000620-02 | | \$4.63 |
| 5 : RFI 173 Missing Clock Rouch-In LEE | New | | 0016000-00 | | \$1,543.91 |

Total: \$1,612.57

Submitted By:

Jason Woehrle

03/01/2021

Date

Approved By:

Tiffany Zindel
Warren County

Date



Lake Erie Electric, Inc.

Contractors and Engineers • Dayton Office

OH Lic. # 26769

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

Established 1952

Warren County Jail

2/26/21

LEE Job Number: 1019-1016

PO Number: 10658

Warren County

Justice Dr.

Lebanon, OH

Project:

Warren County Jail - [REDACTED]

LEE CO No.:TBD

Re :Clock Rough in Rooms B2-01, B3-01, B4-01

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

| | |
|-------------|------------|
| LEE Cost: | \$1,543.91 |
| <u>Bond</u> | |
| CO Net: | \$1,543.91 |

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

Respectfully,

Lake Erie Electric, Inc.

Sean M. Mondello

Project Manager

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

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

| A. Labor Summary (exclude fringes) - GC 7.7.2.2 | | Premium Portion ¹ | | |
|---|---------------------------|------------------------------|---|----------------------------|
| Personnel Classification | Regular Rate | | = | |
| Journeyman | 16.00 hours x 31.15 /hour | 15.58 /hour | = | <u>498.40</u> |
| Foreman | 4.00 hours x 34.27 /hour | 17.14 /hour | = | <u>137.08</u> |
| Gen Fore | _____ hours x 36.58 /hour | 18.29 /hour | = | _____ |
| PM | _____ hours x 80.00 /hour | 40.00 /hour | = | _____ |
| | | | | Total (B) \$ <u>635.48</u> |
| B. Fringes - GC 7.7.2.3 | | | | |
| Journeyman | 16.00 hours x 20.24 /hour | 10.12 /hour | = | <u>323.84</u> |
| Foreman | 4.00 hours x 18.90 /hour | 9.45 /hour | = | <u>75.60</u> |
| Gen Fore | _____ hours x 20.67 /hour | 10.34 /hour | = | _____ |
| PM | _____ hours x _____ /hour | _____ /hour | = | _____ |
| | | | | Total (C) \$ <u>399.44</u> |
| C. Allowable Payroll Expenses - GC 7.7.2.4 | | | | |
| Journeyman | 16.00 hours x 6.86 /hour | 3.43 /hour | = | <u>109.76</u> |
| Foreman | 4.00 hours x 7.54 /hour | 3.77 /hour | = | <u>30.16</u> |
| Gen Fore | _____ hours x 8.12 /hour | 4.06 /hour | = | _____ |
| PM | _____ hours x _____ /hour | _____ /hour | = | _____ |
| | | | | Total (D) \$ <u>139.92</u> |
| D. Equipment Rental (attach itemized quotes / invoices) | | | | Total (D) \$ _____ |
| E. Administrative and Processing fees | | | | Total (E) \$ _____ |
| F. Trucking (attach itemized supporting documentation) | | | | Total (F) \$ _____ |
| G. Material (attach itemized supporting documentation) | | | | Total (G) \$ <u>167.69</u> |
| Sub Total | | | | \$ <u>1,342.53</u> |
| H. Contractor Overhead and Profit GC 7.7.2.10 x 15.00% | | | | Total (H) \$ <u>201.38</u> |
| I. Subcontractor Tier Cost (attach itemized supporting documentation) GC 7.7.2.10.1 | | | | Total (I) \$ _____ |
| J. Subcontractor Tier Markup x 5.00% | | | | Total (J) \$ _____ |
| K. Miscellaneous | | | | Total (K) \$ _____ |
| Grand Total (Sub Total + H + I + J + K) | | | | \$ <u>1,543.91</u> |



Lake Erie Electric, Inc.

Contractors and Engineers • Dayton Office

OH Lic. # 2

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

Established 1952

WARREN COUNTY JAIL MATERIAL COMPILATION

FROM TAKEOFF \$ 167.69

\$ -

NET MATERIAL TOTAL \$ 167.69

| | Description | Quantity | Unit | Total Material | Labor | Unit | Total Hours |
|----|------------------------------------|----------|------|----------------|-------|------|-------------|
| 1 | 3/4" CONDUIT - EMT | 150 | C | 127.50 | 5.28 | C | 7.92 |
| 2 | 3/4" CONN SS STL - EMT | 6 | C | 1.23 | 15.00 | C | 0.90 |
| 3 | 3/4" COUPLING SS STL - EMT | 15 | C | 3.22 | 0.00 | C | 0.00 |
| 4 | 3/4" 1-H STRAP - EMT - STEEL | 19 | C | 3.40 | 8.10 | C | 1.54 |
| 5 | 1/2" FLEX - ALUMINUM | 30 | C | 12.80 | 4.50 | C | 1.35 |
| 6 | 1/2" CONN FLEX DC SQUEEZE STRAIGHT | 3 | C | 1.32 | 15.00 | C | 0.45 |
| 7 | 1/2" CONN FLEX DC SQUEEZE 90 DEG | 3 | C | 2.53 | 15.00 | C | 0.45 |
| 8 | 4x1 1/2" SQ BOX COMB KO | 3 | C | 1.86 | 34.50 | C | 1.03 |
| 9 | 4" SQ BLANK COVER | 3 | C | 0.79 | 3.75 | C | 0.11 |
| 10 | #8 TO #10x 7/8 PLAS ANCHOR (3/16) | 25 | C | 1.69 | 9.00 | C | 2.25 |
| 11 | #10x1 P/H SELF-TAP SCREW | 25 | C | 1.33 | 4.50 | C | 1.13 |
| 12 | 2" DIAM CORE 6" THICK WALL | 3 | E | 0.00 | 0.75 | E | 2.25 |
| 13 | TUBE OF FIRE CAULK | 2 | E | 10.00 | 0.25 | E | 0.50 |
| | Totals | 287 | | 167.69 | | | 19.88 |

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

Resolution

Number 21-0486

Adopted Date April 13, 2021

AUTHORIZE COUNTY ADMINISTRATOR TO SIGN PERMIT APPLICATION FROM THE OHIO DEPARTMENT OF COMMERCE, DIVISION OF LIQUOR CONTROL FOR AN EVENT AT THE WARREN COUNTY FAIRGROUNDS

WHEREAS, the Miami Valley Brewery Collectibles Club of America (BCCA) is holding a convention at the Warren County Fairgrounds on June 10, 2021 – June 12, 2021; and


NOW THEREFORE BE IT RESOLVED, to authorize the County Administrator to sign an F-2 Permit Application from the Ohio Department of Commerce, Division of Liquor Control, on behalf of the Miami Valley BCCA for the purpose of obtaining a liquor license during the convention being held at the Warren County Fairgrounds; copy of said application is attached hereto and made a part hereof.

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

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

Resolution adopted this 13th day of April 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

/tao

cc: Warren County Agricultural Society (file)
Richard Ordeman
C/A—Ohio Department of Commerce, Division of Liquor Control

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

Resolution

Number 21-0487

Adopted Date April 13, 2021

ENTER INTO A RENEWAL PARTICIPATION AGREEMENT WITH THE COUNTY RISK SHARING AUTHORITY (CORSA) EFFECTIVE MAY 1, 2021 AND AUTHORIZE COUNTY ADMINISTRATOR TO SIGN DOCUMENTS RELATIVE THERETO

WHEREAS, it is the desire of the Board of County Commissioners to enter into a renewal agreement with CORSA for the provision and reduction of property, and persons and property losses which might result in claims being made against Warren County; and

WHEREAS, the renewal participation agreement of for the period effective May 1, 2021 through April 30, 2024; and

NOW THEREFORE BE IT RESOLVED. to enter not a renewal participation agreement with CORSA and authorize County Administrator to sign documents relative thereto. Copy of said agreement attached hereto and made a part hereof.

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

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

Resolution adopted this 13th day of April 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

HR/

cc: c/a—CORSA
Adam Balls, Agent, World Risk
T Whitaker, OMB
OMB File

**County Risk Sharing Authority
Application for
SURETY BOND
Financial Responsibility for Underground Storage Tanks**

1. County Warren County Ohio
2. Address 406 Justice Dr. Lebanon Ohio 45036

Contact Person Tammy Whitaker

(Person completing application)

Phone 513-695-1324 Fax 513-695-2547

3. Amount of Deductible \$ 11,000
(for State Financial Assurance Fund)

4. List below location of all owned or operated tanks, and number of tanks at each location.

| <u>Facility Name / Address</u> | <u>Number of Tanks</u> |
|--|------------------------|
| Warren County Human Services Building 416 S. East St. Lebanon, OH 45036 | Two |
| Richard A. Renneker Water Treatment Plant 6193 Striker Rd. Maineville, OH 45039 | One |

Penal Sums of Bond:

Per Occurrence: \$11,000
Annual Aggregate: \$11,000
Bond Number: CO-0920

(COMPLETE 2ND PAGE)

April 2021

Indemnity Agreement:

The undersigned applicant hereby requests CORSA to become surety for the above applicant for a Financial Guarantee Bond. The undersigned certify to the truth of all statements in the application and agrees:

1. The Undersigned will pay over, reimburse and make good to CORSA all money, including attorney fees and/or expenses, which CORSA shall pay, or cause to be paid or become liable to pay by reason of the execution of this bond.
2. CORSA shall have the right to handle or settle any claim or suit arising out of or related to this agreement and/or bond.
3. This Indemnify Agreement shall become null and void should the County decide to terminate their membership with CORSA.

Signed and Dated this 13 day of April, 2021.

County Warren

By: [Signature] County Administrator
Name and Title:

Name and Title

Name and Title

Return application by email to:
Tricia Callihan – tcallihan@ccao.org

Or by mail:
Tricia Callihan, Program Assistant
CORSA
209 East State Street
Columbus Ohio 43215-4195

April 2021

CORSA
Underground Storage Tank
Fact Sheet

All underground storage tanks (UST) in Ohio must be registered with **BOTH** the Bureau of Underground Storage Tank Regulation (BUSTR) **AND** the Petroleum UST Release Compensation Board.

- **BUSTR** – Ohio Department of Commerce, Division of State Fire Marshall
Bureau of Underground Storage Tank Regulations (BUSTR)
8895 East Main St., Reynoldsburg, OH 43068, (614) 752-7938
Toll Free: 800-686-2878, www.com.ohio.gov/fire/BUSTRResources.aspx

All UST owners are invoiced for registration fees in late April of each year. Public entities are exempt from paying annual registration fees but **MUST** file registration form annually. Forms are due by July 1.

- **Petroleum UST Release Compensation Board**
PO Box 2280, Westerville, OH 43086
(614) 752-8963, Toll Free: 800-224-4659, info@petroboard.org

Responsible for collecting fees from all UST owners and maintaining a fund from which UST spill/leak clean-up costs may be paid (coverage). Statements mailed May 1 of each year to all UST owners. Fees are due by July 1, after which penalties accrue and coverage is terminated.

The Petroleum UST Release Compensation Board offers UST owners a choice of two deductibles for UST spill/leak clean-up coverage.

Under seven UST's – owner can select deductible of \$11,000 or \$55,000
Seven or more UST's – deductible is \$55,000

- **All UST owners MUST show financial responsibility for the amount of the deductible.** Several methods of demonstrating financial responsibility are allowed by the regulations, including a **surety bond**. Ohio Administrative Code (OAC) rule 1301:7-9-05. A fact sheet on the financial responsibility guidelines is available from the BUSTR web site, click on “Downloads” and scroll down to “Corrective Actions”.

CORSA can provide the UST financial responsibility surety bond for member counties at no additional cost.

Counties must complete and return a separate CORSA application to obtain this coverage. Specific information on the location of all tanks is required.

Counties remain responsible for registering their UST's with BOTH BUSTR and the Petroleum UST Release compensation Board – AND paying all fees required by these two agencies.

FACT SHEET

FINANCIAL RESPONSIBILITY GUIDELINES

Financial responsibility is similar to mandatory automobile insurance. Like owners of automobiles, owners and operators of petroleum underground storage tanks (USTs) must assure that they will have the financial wherewithal to pay for the damage their USTs may cause.

Financial responsibility means that if you own or operate a petroleum UST in Ohio, you must ensure, in ways that are spelled out in section 1301:7-9-05 of the Ohio Administrative Code (OAC), that there will be money available to help pay for the costs of third-party liability claims, and the necessary corrective actions resulting from a leak from your tank. These costs may include cleaning up leaked petroleum, correcting environmental damage, supplying drinking water, or compensating people for personal injury or property damage.

WHO MUST SHOW FINANCIAL RESPONSIBILITY?

Either the owner or the operator of a petroleum UST must meet the requirements of the financial responsibility rule. If the owner and operator are different individuals or businesses, it is the responsibility of the owner and the operator to decide which will show financial responsibility. If neither one shows financial responsibility, both are in violation of the law and may be liable for the penalties of noncompliance with OAC 1301:7-9-05. The federal government and its agencies that own USTs are not required to document financial responsibility. Local and state government agencies, however, must comply with the rule.

WHAT ARE THE REQUIREMENTS?

To satisfy Ohio's financial responsibility requirements, all petroleum UST system owners and operators must do two things:

- Participate in the Ohio Financial Assurance Fund (as administered by the Petroleum UST Release Compensation Board) to obtain coverage above a deductible amount. The standard deductible is \$55,000; owners of six or fewer tanks may pay a higher premium to obtain a reduced deductible of \$11,000.
- Demonstrate financial responsibility for the amount of the deductible by using one of the mechanisms cited in OAC 1301:7-9-05. Owners/operators must prepare and maintain (at all times) a copy of their financial responsibility mechanism. **The rule describes six financial responsibility mechanisms that any tank owner may use. OAC 1301:7-9-05 must be reviewed for the specific requirements of each.** A very brief description of the six mechanisms follows:
 1. **Test of Self-Insurance.** Owners/operators must demonstrate tangible net worth, using financial statements that satisfy the rules strict criteria. Minimum net worth necessary for most small tank owners: \$110,000 or \$550,000 depending on the deductible chosen. Owners/operators must pay deductible amount if corrective actions are necessary.
 2. **Insurance or Risk Retention Group Coverage.** Owners/operators must obtain coverage for an annual aggregate amount set by the rule. Minimum aggregate for most

small tank owners: \$22,000 or \$110,000 depending on the deductible chosen. Insurance company (via the insurance policy) pays the deductible amount if corrective actions are necessary.

3. **Guarantee and Standby Trust Fund.** Owners/operators must obtain a guarantee from an insurance company. A stand-by trust must be obtained from a financial business licensed to conduct trust business in Ohio. Owners/operators are required to pay a deductible amount if corrective actions are needed. If the State Fire Marshal (SFM) determines that neither the owner nor operator is initiating corrective actions in a timely manner, the guarantor deposits funds into the stand-by trust, which is payable to the SFM. Minimum amount of guarantee for most small tank owners: \$11,000 or \$55,000 depending on the deductible chosen.
4. **Surety Bond and Standby Trust Fund.** Owners/operators must obtain a surety bond from an organization that writes surety bonds. A stand-by trust must be obtained from a financial business licensed to conduct trust business in Ohio. Owners/operators are required to pay a deductible amount if corrective actions are needed. If the SFM determines that neither the owner nor operator is initiating corrective actions in a timely manner, the surety company deposits funds into the stand-by-trust, which is payable to the SFM. Minimum amount of surety for most small tank owners: \$11,000 or \$55,000 depending on the deductible chosen.
5. **Letter of Credit and Standby Trust Fund.** Owners/operators must obtain a letter of credit from a financial institution. A stand-by trust must be obtained from a financial business licensed to conduct trust business in Ohio. Owners/operators are required to pay a deductible amount if corrective actions are needed. If the SFM determines that neither the owner nor operator is initiating corrective actions in a timely manner, the financial institution that issued the letter of credit deposits funds into the stand-by trust, which is payable to the SFM. Minimum amount of letter of credit for most small tank owners: \$11,000 or \$55,000 depending on the deductible chosen.
6. **Trust Fund.** Owners/operators must obtain a trust fund from a financial business licensed to conduct trust business in Ohio. Owners/operators are required to pay a deductible amount if corrective actions are needed. If the SFM determines that neither the owner nor operator is initiating corrective actions in a timely manner, the SFM draws upon the monies in the trust fund. Minimum amount of trust fund for most small tank owners: \$11,000 or \$55,000 depending on deductible chosen.

Four mechanisms were added to OAC rule 1301:7-9-05 on January 1, 1994, for use only by the State of Ohio or political subdivisions. Owners/operators must prepare and maintain (at all times) a copy of their financial responsibility mechanism. The four mechanisms are:

1. **State or Political Subdivision Bond Rating Test.** Owners/operators must establish eligibility to use this mechanism by presenting evidence of outstanding issues of at least \$1 million in general obligation bonds rated by Standard & Poor's as AAA, AA, A, or BBB investment grade, or rated by Moody's as Aaa, Aa, A, or Baa investment grade.
2. **State or Political Subdivision Financial Test.** Similar to the Test of Self Insurance available to private entities owning tanks. Owners/operators must complete a financial worksheet that recognizes the unique financial structure of government entities and obtain a satisfactory score.

3. **Political Subdivision Guarantee.** Political subdivisions may obtain a guarantee from the State of Ohio or another political subdivision with which it can demonstrate a substantial governmental relationship.
4. **State or Political Subdivision Fund.** Owners/operators may administer a dedicated UST response fund if appropriate safeguards are met. Three options are available:
 - Dedicate a fund equal to the deductible (\$11,000 or \$55,000) to be used only to clean up a petroleum release from an UST.
 - Dedicate a fund equal to five times the amount of the deductible for emergencies, including UST-regulated emergencies.
 - Dedicate a fund in the amount of the deductible to be used only to clean up a petroleum release from an UST. A payment must be made to the fund once every year for seven years until it is totally funded.

The specific requirements concerning the use of all ten mechanisms are set forth in OAC rule 1301:7-9-05, and brief descriptions of each mechanism are included in the *Financial Responsibility Guide* (available from BUSTR at no charge). In deciding which of these mechanisms to use, you may want to contact your financial advisers (i.e., accountant, insurance agent, lending/financial agent, etc.). Take the *Financial Responsibility Guide* with you if you go to see them, since they may want to see the text of OAC rule 1301:7-9-05, which has some very specific technical requirements. Since your choice of a financial mechanism is so important, you may want to consult with more than one person or institution for help and advice. Owners/operators must have a financial responsibility mechanism in place at all times.

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

Resolution

Number 21-0488

Adopted Date April 13, 2021

APPROVE AGREEMENT BETWEEN THOMAS P. MILLER AND ASSOCIATES AND THE WORKFORCE DEVELOPMENT BOARD OF OHIO'S 12TH LOCAL WORKFORCE DEVELOPMENT AREA AND AUTHORIZE COUNTY ADMINISTRATOR TO SIGN DOCUMENTS RELATIVE THERETO

WHEREAS, The Chief Elected Officials of Ohio's local workforce development area, which includes Butler, Clermont and Warren Counties, designated Warren County as the local area's Fiscal Agent; and

WHEREAS, the Fiscal Agent was able to receive WIOA funds on behalf of the area's Chief Elected Officials (CEO) on 06/18/2019; and

WHEREAS, the Local Workforce Development Board's Director executes the functions of the local WDB, as outlined in section 107(d) of WIOA and 20 C.F.R. 679.370, which includes awarding contracts and agreements for the activities of the local WDB;

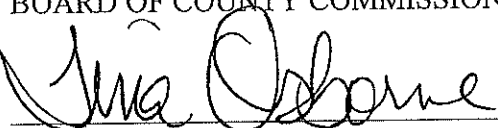
WHEREAS, the WDB's Director has contracted with Thomas P. Miller and Associates to deliver Workforce Board Facilitator services, which the WDB requested on 9/10/2020;

NOW THEREFORE BE IT RESOLVED, to approve agreement between Thomas P. Miller and Associates and the Workforce Development Board and authorize County Administrator to sign documents relative thereto. Copy of said agreement is attached hereto and made a part hereof.

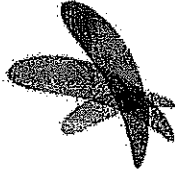
Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Grossmann. Upon call of the roll, the following vote resulted:

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

Resolution adopted this 13th day of April 2021.

BOARD OF COUNTY COMMISSIONERS

Tina Osborne, Clerk

cc: c/a – Thomas P. Miller and Associates
Area 12 Workforce Development Board (file)



THOMAS P. MILLER & ASSOCIATES

**Professional Services Agreement
between
BCW|Workforce
Operated by the Workforce Investment Board of Butler|Clermont|Warren
and
Thomas P. Miller & Associates, LLC**

This agreement is entered into by and between the BCW|Workforce, operated by the Workforce Investment Board of Butler Clermont Warren (WIBBCW), 406 Justice Dr., Suite 301, Lebanon, Ohio 45036, and Thomas P. Miller & Associates, LLC (TPMA) of 1630 N. Meridian Street, Suite 430, Indianapolis, Indiana 46202.

TPMA will provide all services described and agreed to under this agreement. All specified services will be performed by Roy Vanderford, Senior Director, of TPMA.

1. SCOPE OF CONTRACT. See **Attachment A** for Scope of Work to be provided under this contract.

2. PAYMENT FOR SERVICES. In exchange for these Services, WIBBCW will pay TPMA a flat rate of \$1500 per month for the contract period, for a total contract amount of \$7,500. TPMA will invoice WIBBCW on a monthly basis and include a summary of services and product(s) for the month. TPMA will submit invoices no later than five (5) business days following the work completed from the previous month.

3. TERM OF AGREEMENT. This contract shall be in effect for up to 5-months, from the signature date of the contract through May 31, 2021, whichever occurs first. The terms and conditions of this contract can be modified with written agreement by the parties to this contract.

4. WARRANTY. TPMA shall provide its services and meet its obligations under this contract in a timely and workmanlike manner, using knowledge and recommendations for performing the services which meet generally acceptable standards for the community and region where the work is performed, along with nationally recognized standards of excellence in the workforce development profession.

5. REMEDIES. In addition to any and all other rights a party may have available according to law, if a party defaults by failing to substantially perform any provision, term or condition of this contract (including without limitation the failure to make a monetary payment when due), the other party may terminate the contract by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving such notice shall have 30 days from the effective date of such notice to cure the default(s). Unless waived by a party providing notice, the failure to cure the default(s) within such time period shall result in the automatic termination of this contract.

6. ENTIRE AGREEMENT. This contract contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this contract. This contract supersedes any prior written or oral

Thomas P. Miller & Associates, LLC

agreements between the parties.

7. SEVERABILITY. If any provision of this contract will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

8. AMENDMENT. This contract may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.


9. GOVERNING LAW. This contract shall be executed in accordance with the laws of the State of Indiana and the State of Ohio.

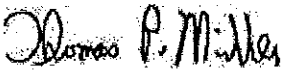
10. NOTICE. Any notice or communication required or permitted under this contract shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.

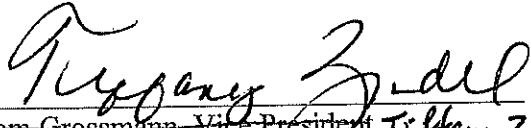
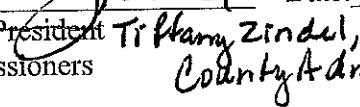
11. ASSIGNMENT. Neither party may assign or transfer this contract without the prior written consent of the non-assigning party, which approval shall not be unreasonably withheld.

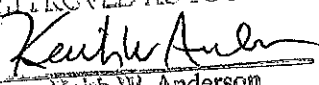
12. TERMINATION FOR CONVENIENCE. This agreement is subject to termination for convenience by either party upon at least thirty days (30) days written notice. In such case, TPMA shall be entitled to receive full compensation for all services performed to the termination date with payment for all work performed prior to the date of termination.

13. MODIFICATION OF CONTRACT. This agreement may be modified by mutual agreement of the parties. Modifications may include length of contract, scope of work, and payment amount and structure as needed.

By: 
BCW|Workforce Date: 2021 January 02
Operated by the Workforce Investment Board of Butler|Clermont|Warren (WIBBCW)

By: 
Thomas P. Miller Date: 2021 January 02
President & CEO
Thomas P. Miller & Associates

By:  Date: 4.13.21
~~Tom Grossmann, Vice President~~ 
Warren County Commissioners County Administrator

APPROVED AS TO FORM

Keith W. Anderson
Asst. Prosecuting Attorney



1630 N. Meridian Street, Suite 430 Indianapolis, IN 46202 | Main Office: 317-894-5508 Fax: 317-894-5370 www.tpma-inc.com

Attachment A – Scope of Work

Work to be performed by Roy Vanderford, Senior Director,
Thomas P. Miller & Associates, LLC (TPMA)

Planning and Organizational Development Assistance

Roy Vanderford of TPMA will provide WIBBCW with the following:

- Review of current WIBBCW documents related to board organization, staff organizational structure, and current policies of the board
- Initial interviews with Board Chair, Board Vice Chairs, Board Executive Director, and other staff, as needed, to determine key areas of need and opportunity in the current environment
- Conduct an online survey of Board members and key community partners to gather insights on the Board's positioning in the region related to needs, opportunities, and relationships
- Analyze survey results to identify areas of agreement and disagreement in preparation for work to be performed by the Governance Committee of the Board
- Work with the Board's Executive Director and Chair to determine membership of the Governance Committee and clarify the committee's charge and responsibility to the full Board and in relationship to other committees
- Work with the Board's Executive Director and Chair to set launch a series of meetings of the Governance Committee (minimum of 3 during the contract period) to complete the initial business/organizational plan for Board effectiveness, including the preparation of draft agendas for each session for review and approval
- Facilitate Governance Committee sessions and provide summary of actions recommended as a result of each session, packaging recommendations as appropriate for consideration and approval by the full Board
- Meet with the full Board and/or Executive Committee as needed to assist in presenting recommendations
- Complete a report/action plan by the end of March 2021 for presentation to the full Board
- Communicate regularly with the Board's Executive Director, Governance Committee Chair, Board Chair and others as needed to ensure project success.

Resolution

Number 21-0489

Adopted Date April 13, 2021

APPROVE AGREEMENT BETWEEN DIMALANTA DESIGN GROUP AND THE WORKFORCE DEVELOPMENT BOARD OF OHIO'S 12TH LOCAL WORKFORCE DEVELOPMENT AREA AND AUTHORIZE COUNTY ADMINISTRATOR TO SIGN DOCUMENTS RELATIVE THERETO

WHEREAS, The Chief Elected Officials of Ohio's local workforce development area, which includes Butler, Clermont and Warren Counties, designated Warren County as the local area's Fiscal Agent; and.

WHEREAS, the Fiscal Agent was able to receive WIOA funds on behalf of the area's Chief Elected Officials (CEO) on 06/18/2019; and

WHEREAS, the Local Workforce Development Board's Director executes the functions of the local WDB, as outlined in section 107(d) of WIOA and 20 C.F.R. 679.370, which includes awarding contracts and agreements for the activities of the local WDB; and

WHEREAS, the WDB's Director has contracted with Dimalanta Design Group to outreach and engagement services for the local workforce development area, replacing a March 9, 2020 contract that was terminated on 11/13/2020;

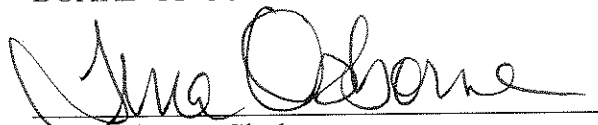
NOW THEREFORE BE IT RESOLVED approve the agreement between Dimalanta Design Group and the Workforce Development Board and authorize County Administrator to sign documents relative thereto. Copy of said agreement is attached hereto and made a part hereof.

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

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

Resolution adopted this 13th day of April 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: c/a – Dimalanta Design Group
Area 12 Workforce Development Board (file)

CONTRACT FOR PROFESSIONAL SERVICES

This Contract is entered into, by and between **BCW|Workforce Development, operated by the Workforce Development Board of Butler|Clermont|Warren (WIBBCW), located at 406 Justice Drive, Lebanon, Ohio 45036** for Awareness & Outreach Services within Ohio's 12th workforce development area (WDA-12), with **Dimalanta Design Group, 4555 Lake Forest Dr Ste 650 Cincinnati, OH 45208**, (hereinafter referred to as the "Contract Recipient").

In consideration of promises herein below delineated, the parties do hereby agree as follows:

1. This contract shall be effective from date of the contract signature and executed until July 30, 2021. No services provided prior to the commencement date shall be covered under the terms of this contract. During this period, a Request for Proposals (RFP) for an Awareness & Engagement outreach entity will be issued for, at a minimum, the full program year beginning in July 2021.
2. The maximum amount payable for this contract shall not exceed \$42,000. If the contract is renewed, the funding amount may increase or decrease, based on the BCW|Workforce's discretion, time frame, available funding and/or a mutual agreement of continuing, modified and/or additionally required services and deliverables.
3. This contract is conditioned upon federal, state, and/or local policies and regulations. If, during any stage of this contract, policy changes occur that would impact how and what services are provided, the WIBBCW reserves the right to modify or terminate the Contract Recipient's services or the entire contract.
4. Subject to terms and conditions set forth in this contract, the Contract Recipient agrees to perform the following services as described in the Scope of Services.
5. The Contract Recipient will safeguard potentially obtained confidential information obtained the process.
6. The Contractor will transfer ownership of all materials purchased, created and developed to the BCW|Workforce. This includes, but is not limited to, software, licenses, website platforms, programs, digitally created images and printed materials.
7. The Contractor represents that it has sufficient training, expertise, and experience to provide aforesaid services.
8. The Contract Recipient will notify the BCW|Workforce before entering into any related sub-contracts.
9. Any modifications to this contract must be in writing and executed by the parties, prior to such change being effective. There will be no reimbursement for work outside of the scope of this contract, or fees and expenses beyond the aforesaid term amount, unless there is an approved written change order.

10. The Contract Recipient agrees to indemnify and hold harmless the County and its officials, employees and agents as well as the BCW|Workforce, its officials, employees and agents from any liability arising out of any acts or conduct, whether intentional or negligent, of the Contractor, its officers, employees and agents, which may give rise to liability.
11. The Contractor further agrees that, when using equipment, software or items provided by either the County or the BCW|Workforce, the Contract Recipient will operate said equipment or property in a safe and proper manner; that when entering the property or premises owned by the County or using the County's equipment, it will further hold the County harmless from any injury, liabilities or damages which arise out of the use or misuse of said equipment or which occur while upon said property. The Contract Recipient further agrees to be responsible all conduct and will indemnify and hold the County harmless therefrom. Further the Contract Recipient acknowledges that it is an independent Contract Recipient, is not an employee of the County and will be responsible accordingly.
12. The Contract Recipient agrees to comply with all BCW|Workforce-related policies, federal, state and local laws, public record laws, statutes, regulations, ordinances and resolutions during the execution of the agreement.
13. The Contract Recipient shall carry commercial general liability insurance for bodily injury, personal injury and property damage in an amount not less than \$1,000,000 per person, \$2,000,000 per occurrence and \$2,000,000 aggregate while performing any services for the Board in accordance with the terms of this contract and shall provide proof of compliance with this condition. The Contract Recipient shall also maintain liability insurance to cover all of its employees and agents for any liability arising out of their conduct while in the-employ of the Contract Recipient in connection with the services rendered pursuant to this agreement.
14. Throughout this project and for not less than one year following final payment, the Company shall maintain and exhibit proof of professional liability (errors and omissions) for the amounts stated above.
15. The Contract Recipient shall provide and maintain such insurance as will protect the Contract Recipient from claims under Workers Compensation, occupational sickness or disease, disability benefit and other similar mandatory employee benefit acts.
16. As a part of the consideration of this contract, the Contract Recipient represents that it has no outstanding tax liens of any type, real or personal, in the names of the company and /or its officers or partners. Further, the Contract Recipient has made no contributions to County Elected Officials in violation of Chapter 35, Ohio Revised Code.
17. When appropriate, the County reserves the right to require of the Contract Recipient, sub-contracts or other persons involved in the provision of the services under this agreement, appropriate affidavits in accordance with Title 1311 of the Ohio Revised Code and the parties acknowledge that if any Contract Recipient, sub-contract, laborer or material man remains unpaid that the County may, in lieu of payment directly to the Contract Recipient, sub-contract, laborer, material man in accordance with the money owed, any balance then being paid directly to the company.

18. If the Contract Recipient fails to perform to the satisfaction of the BCW|Workforce, the organization may give, or cause to be given, notices in writing to such Contract Recipient whereupon the Contract Recipient shall have thirty (30) days to remedy said performance. If after thirty (30) days following such notice, the Contract Recipient has failed to remedy the performance to the BCW|Workforce's satisfaction, all rights of the Contract Recipient under this agreement shall thereupon terminate, and services and expenses rendered by the Contract Recipient shall be paid through the date of termination of the agreement. The parties further agree, that should the Contract Recipient for any reason breach this agreement by failing to complete it, that the Contract Recipient will be paid for services rendered to date less any costs or damages incurred by the Contract Recipient, including re-awarding of the contract or necessary duplication of original work. Compensation shall not exceed the maximum amount of this agreement. All work shall be turned over to the BCW|Workforce in the event of termination of this agreement.
19. This contract shall be construed in accordance with the laws of the State of Ohio. Any action on the contract shall be venued within the BCW|Workforce's three-county workforce development area (Butler, Clermont and Warren Counties), in Ohio. In the event that any court of competent jurisdiction should determine that any provision of this agreement is unenforceable or in any manner illegal, then such provision shall be deemed null and void, this contract shall be interpreted as if such provision had never been included, and the exclusion of any such provision shall not be deemed a revocation or nullification of the agreement in its entirety.
20. Any waiver by the BCW|Workforce of a breach of this contract shall not be construed as a waiver of any subsequent breach.
21. The invalidity or unenforceability of any provisions of this agreement shall not affect the validity of the remaining terms and conditions.

SCOPE OF SERVICES

This recipient of this contract will execute and/or continuously improve upon the following items. Other projects and tasks not listed below, but related to the categories, may be required of the Contract Recipient.

The contract recipient will also research the BCW|Workforce and the WIBBCW, its contracts, programs, services, marketing materials, logo designs, and on-site graphics, as a part of their engagement with the BCW|Workforce.

The BCW|Workforce's monthly basic needs during the first month.

It is anticipated that the first month will address onboarding activities such as:

- Getting to know the BCW|Workforce Development Area's Board (WIBBCW), Executive Director, Operations Team, OMJ System Operator, the Area's Career Service Partners and Stakeholders.
- Defining short-term roles and responsibilities with the Executive Director.
- Triaging any immediate communications needs.
- Reviewing any existing communications plans, including crisis communications plans, including:
 - COVID-related economic, labor force and/or workforce development solutions, immediately available to businesses, employers and workforce residents;
 - Outreach to the area's unemployment insurance (UI) recipients (specifically, COVID-era UI recipients), to motivate their awareness of and engagement in the area OMJ's employment-related programs and services;
 - Ensuring area employers and workforce residents are aware of what Advisory Color the state's Public Health Advisory System has given each of our three counties, and how each OMJ Center is responding to the county Advisory;
 - Emergency orders from the governor;
 - Localizing the State's Awareness Campaign and materials to drive traffic to our onsite and/or virtual OMJ One-Stop Centers and
 - The Office of Workforce Development (OWD)'s Map of OMJ Center Status and how each OMJ Center is identifying its center's Status Level;
- Reviewing the existing communications measurement tools and systems used.
- Determining an appropriate and effective measurement systems for communications efforts.
- Conducting a brand audit and strategic needs analysis.
- Developing target audience profiles.
- Reviewing and recommending key messages and strategic needs for moving forward.

Currently completed major project/tasks requiring CQI and maintenance

This information should be used to assist you in developing costs to maintain these services for the BCW|Workforce

- BCWorkforce.com
- COVID-19/Coronavirus Info, Alerts & Updates
- E-Blasts to BCW|Workforce area workforce residents, especially UI claimants and OMJ enrolled members

Projects anticipated to require monthly basic needs include:

- Delivering measurement reports for communications efforts.
- Managing and maintaining daily social media for the BCW|Workforce and the OMJ One-Stop System
- Drafting weekly BCW|Workforce columns.
- Drafting BCW|Workforce BEST Monthly columns (3-4 annually).
- Preparing the Executive Director with needed information for interviews with media.
- Drafting and distributing press releases.
- Tracking media clips.
- Generating board reports, BCW|Workforce in the News emails, etc.
- Handling media inquiries.
- Managing on-going events, such as Business & Employer Solutions Team Events, Workforce Development Month, Manufacturing Month, Apprenticeship Week/Month, Hire a Vet Month, Summer Jobs Registration, In-Demand Jobs Week, and Disability Employment Month.
- Special events, projects and programs that require communications support.
- Attending WIBBCW and BCW|Workforce Operations Meetings, as well as Committee and Solutions Group meetings, as requested.

Projects we anticipate include:

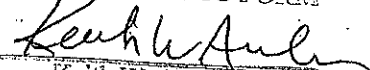
- Completing a "Decision Tree" as a BCW|Workforce.com community-based service.
- Developing a cooperative marketing program.
- Coordination and development of a Quarterly and Annual Report.
- Planning Special Events (Example: BCW|Workforce Annual Board Meeting & Awards Gathering (Bubble-Q); Bring Your Clothes to Work Day).
- Ad-hoc BCW|Workforce or special grant program communications.
- Any unknown media requests from the BCW|Workforce, etc.

IN WITNESS WHEREOF, the parties have executed this agreement on the 2nd day of JANUARY, 2020

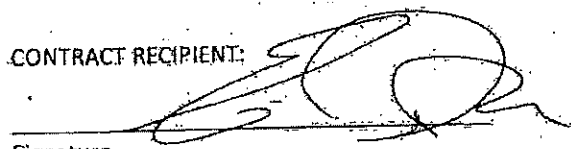
BCW|WORKFORCE DEVELOPMENT


Executive Director

By: Tiffany Zindel
Tom Grossmann, Vice President
Warren County Commissioners


Keith W. Anderson
Asst. Prosecuting Attorney

CONTRACT RECIPIENT:


Signature

Date: 4-13-21

Tiffany Zindel
County Administrator

Resolution

Number 21-0490

Adopted Date April 13, 2021

AUTHORIZE THE COUNTY ADMINISTRATOR TO ENTER INTO A TEMPORARY ENTRANCE AND WORK AGREEMENT WITH KEVIN E. REINERT FOR THE BRIDGE REPLACEMENT PROJECT ON ARMSTRONG ROAD

WHEREAS, in order to improve the safety of Armstrong Road a bridge replacement project is to be completed and in order to perform the work it is necessary to enter onto the property, parcel #17-01-400-023 located on Armstrong Road, Pleasant Plain, OH 45162 which is owned by Kevin E. Reinert, grantor; and

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

1. Remove any tree, tree limbs, and/or brush as necessary for construction of the bridge.
2. Install precast concrete box culvert with wing walls.
3. Place rock channel protection.
4. Grade the channel for proper stream flow.
5. When weather permits, seed and straw any disturbed area.

WHEREAS, in order to accomplish the foregoing, it is necessary to enter into a temporary entrance and work agreement with the property owner; and

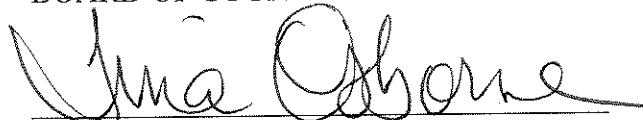
NOW THEREFORE BE IT RESOLVED, to authorize the County Administrator to enter into a Temporary Entrance and Work Agreement with Kevin E. Reinert, for the Armstrong Road bridge replacement project, a copy of which is attached hereto and made a part hereof, for the sum of \$1.00 as consideration thereof.

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

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

Resolution adopted this 13th day of April 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—Reinert, Kevin E.
Engineer (file)

TEMPORARY ENTRANCE AND WORK AGREEMENT

ARTICLES OF AGREEMENT

This Agreement is entered into on the date stated below by Kevin E. Reinert, married, whose tax mailing address is 3798 Poole Road Cincinnati, Ohio 45251 (the "Grantor"), and the Warren County Board of County Commissioners, whose mailing address is 406 Justice Drive, Lebanon, Ohio 45036 (hereinafter the "Grantee").

Witnesseth:

In order to improve the public safety and better serve the needs of the traveling public a bridge replacement project on Armstrong Road over a Branch of O'Bannon Creek is to be constructed. In order to replace the bridge it is necessary to enter onto property owned by the Grantors. The subject real estate is located on Armstrong Road in Pleasant Plain Ohio, 45162 identified as Parcel #17-01-400-023. Grantee requests permission from Grantor to enter onto the said real estate for the purpose of completing the following items of work:

1. Remove trees, trim tree limbs, and/or brush as necessary for construction of the bridge.
2. Install precast concrete box culvert with wing walls.
3. Place rock channel protection.
4. Grade the channel for proper stream flow.
5. When weather permits, seed and straw any disturbed area.

Upon completion of the above mentioned items of work, the Grantee agrees to restore any disturbed property, with the exception of any trees, tree limbs, and brush that are removed, to its original condition, but not better than any pre-existing condition.

Now, therefore, in consideration of One Dollar (\$1.00), the receipt and sufficiency of which are hereby stipulated, Grantor do hereby grant a *license* to Grantee, its agents and employees, to enter onto the aforesaid real estate in the area illustrated on Exhibit "A" attached hereto to complete the aforementioned items of work.

This Temporary Entrance and Work Agreement shall bind and inure to the benefit of each party hereto and their respective heirs, successors and assigns and shall terminate upon the completion of the Armstrong Road Bridge #176-0.13 Replacement Project or until December 31, 2021, whichever comes first.

[the remainder of this page is blank]

IN EXECUTION WHEREOF, Kevin E. Reinert, the Grantor herein, and his spouse, Terri A. Reinert, have hereunto set their hands on the date stated below.

Grantors:

Signature: Kevin E. Reinert

Printed Name: Kevin E. Reinert

Date: 3/23/2021

Signature: Terri A. Reinert

Printed Name: Terri A. Reinert

Date: 3/23/2021

STATE OF Ohio, COUNTY OF Butler, ss.

BE IT REMEMBERED, that on this 23 day of March, 2021 before me, the subscriber, a Notary Public in and for said state, personally came individuals known or proven to me to be Kevin E. Reinert and Terri A. Reinert and acknowledged the signing thereof to be their voluntary act and deed. In compliance with R.C. 147.542 (D)(1), no oath was administered to the signer by this notary in regard to the notarial act.



JANIE REINERT
Notary Public, State of Ohio
Butler County
My Commission Expires
10/30/2022

Notary Public: Janie Reinert
My commission expires: 10/30/2022

[the remainder of this page is blank]

IN EXECUTION WHEREOF, the Warren County Board of County Commissioners, the Grantee herein, have caused this agreement to be executed by Tiffany Zindel, whose title is ~~President or Vice-President~~, on the date stated below, pursuant to Resolution Number 21-0490, dated 4/13/21. County Administrator

Grantee: _____
Signature: Tiffany Zindel
Printed Name: Tiffany Zindel
Title: County Administrator
Date: 4-13-21

STATE OF OHIO, WARREN COUNTY, ss.

BE IT REMEMBERED, that on this 13 day of April, 2021 before me, the subscriber, a Notary Public in and for said state, personally came a certain individual known or proven to me to be Tiffany Zindel, County Administrator, ~~President or Vice-President~~ of the Warren County Board of County Commissioners, being the Grantee in the foregoing Agreement, and pursuant to the Resolution authorizing such act, did acknowledge the signing thereof to be his or her voluntary act and deed. In compliance with R.C. 147.542 (D)(1), no oath was administered to the signer by this notary in regard to the notarial act.



LAURA K. LANDER
NOTARY PUBLIC
STATE OF OHIO
Recorded in
Warren County
My Comm. Exp. 12/26/2022

Notary Public: [Signature]
My commission expires: 12/26/2022

Prepared by:

DAVID P. FORNSHELL,
PROSECUTING ATTORNEY
WARREN COUNTY, OHIO

By: Bruce A. McGary
Bruce A. McGary, Assistant Prosecutor
520 Justice Drive, 2nd Fl.
Lebanon, OH 45036
Ph. (513) 695-1399
Fx. (513) 695-2962
Email: bruce.mcgary@warrencountyprosecutor.com

Harlan TWP

3701298

3701247

3703592

ARMSTRONG RD
224104

Bridge #176-0.13

3703606

Warren County GIS

Date: 1/7/2021

| | | | |
|--------------------|------------------------|------------------------|-------------------------|
| Cadastral Lines | Corporate Line | Parcel Line | Hardware |
| County Line | County Line | ROW Unknown Width Line | Subdivision Lot Line |
| Line Type | Firm Lot Line | Road ROW | Township and Range Line |
| Auditor Tract Line | Crosscap Line | School Line | Tract Line |
| City/Township Line | Subdivision Limit Line | Section Line | VMS Line |
| | | | Unlabeled Road Line |

1 inch = 40 feet

176-0.13

Exhibit A

Additional Info NTS

The provider makes no warranty or representation with respect to this information, its quality or suitability for a particular purpose. This information is provided AS IS, and the requester assumes the entire risk as to its quality and suitability. The provider will not be liable for direct, indirect, incidental, or consequential damages resulting from any defect in the information. The provider shall have no liability for any other information, Programs or data used with or combined with the requested information, including the cost of recovering information, programs or data.

Resolution

Number 21-0491

Adopted Date April 13, 2021

AUTHORIZE THE COUNTY ADMINISTRATOR TO ENTER INTO A TEMPORARY ENTRANCE AND WORK AGREEMENT WITH S. DRAKE INVESTMENTS, LLC. FOR THE WAYNESVILLE ROAD BRIDGE REPLACEMENT PROJECT

WHEREAS, in order to improve the safety of Waynesville Road a bridge replacement project is to be completed and in order to perform the work it is necessary to enter onto the property, parcel #13-08-300-018 located at 3539 Waynesville Road, Morrow, OH 45152 which is owned by S. Drake Investments, LLC., grantor; and

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

1. Remove trees, trim tree limbs, and/or brush as necessary for construction of the bridge.
2. Install precast concrete box culvert with wing walls.
3. Place rock channel protection.
4. Grade the channel for proper stream flow.
5. When weather permits, seed and straw any disturbed area.

WHEREAS, in order to accomplish the foregoing, it is necessary to enter into a temporary entrance and work agreement with the property owner; and


NOW THEREFORE BE IT RESOLVED, to authorize the County Administrator to enter into a Temporary Entrance and Work Agreement with S. Drake Investments, LLC., for the Waynesville Road bridge replacement project, a copy of which is attached hereto, and made a part hereof, for the sum of \$1.00 as consideration thereof.

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

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

Resolution adopted this 13th day of April 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: c/a—S. Drake Investments, LLC.
Engineer (file)

TEMPORARY ENTRANCE AND WORK AGREEMENT

ARTICLES OF AGREEMENT

This Agreement is entered into on the date stated below by S. Drake Investments, LLC, an Ohio limited liability company, whose tax mailing address is 812 Oak Tree Court, Lebanon, Ohio 45036 (the "Grantor"), and the Warren County Board of County Commissioners, whose mailing address is 406 Justice Drive, Lebanon, Ohio 45036 (the "Grantee").

Witnesseth:

In order to improve public safety and better serve the needs of the traveling public a bridge replacement project on Waynesville Road over Grays Run is to be completed. In order to replace the bridge it is necessary to enter onto property owned by the Grantor. The subject real estate is located on 3539 Waynesville Road, Morrow, Ohio 45152, identified as Parcel #13-08-300-018. Grantee requests permission from Grantor to enter onto the part of the said real estate illustrated on Exhibit "A" for the purpose of completing the following items of work:

1. Remove trees, trim tree limbs, and/or brush as necessary for construction of the bridge.
2. Install precast concrete box culvert with wing walls.
3. Place rock channel protection.
4. Grade the channel for proper stream flow.
5. When weather permits, seed and straw any disturbed area.

Upon completion of the above mentioned items of work, the Grantee agrees to restore any disturbed property, with the exception of any trees, tree limbs and brush that are removed, to its original condition, but not better than any pre-existing condition. Removal of any trees or brush will be kept to the minimal required for construction.

Now, therefore, in consideration of One Dollar (\$1.00), the receipt and sufficiency of which are hereby stipulated, Grantor does hereby grant a *license* to Grantee, its agents and employees, to enter onto the aforesaid real estate to complete the aforementioned items of work.

This Temporary Entrance and Work Agreement shall bind and inure to the benefit of each party hereto and their respective heirs, successors and assigns and shall terminate upon the completion of the Waynesville Road Bridge #39-0.77 Replacement Project or December 31, 2021, whichever comes first.

[the remainder of this page is blank]

IN EXECUTION WHEREOF, SHANE DRAKE, whose title is MANAGING MEMBER, of S. Drake Investments, LLC, an Ohio limited liability company, pursuant to the authority granted to him/her by the company's operating agreement to execute this Agreement on its behalf, has hereunto set his/her hand on the date stated below.

Grantor:

S. Drake Investments, LLC

Signature: [Handwritten Signature]

Printed Name: SHANE DRAKE

Title: MANAGING MEMBER

Date: 3.10.2021

STATE OF OHIO, COUNTY OF WARREN, ss.

BE IT REMEMBERED, that on this 10th day of MARCH, 2021, before me, the subscriber, a Notary Public in and for said state, personally came an individual known or proven to me to be Shane Drake, whose title is MANAGING MEMBER of S. Drake Investments, LLC, an Ohio limited liability company, the Grantor in the foregoing Agreement, and while acting in his/her official capacity on behalf of Grantor, did acknowledge the signing thereof to be his/her voluntary act and deed. In compliance with R.C. 147.542 (D)(1), no oath was administered to the signer by this notary in regard to the notarial act.

Notary Public: [Handwritten Signature]
My commission expires: 11.15.2024

[the remainder of this page is blank]



HALEY ALEXA GREEN
Notary Public, State of Ohio
My Commission Expires
November 15, 2024

IN EXECUTION WHEREOF, the Warren County Board of County Commissioners, the Grantee herein, has caused this Agreement to be executed by the County Administrator, Tiffany Zindel, on the date stated below, pursuant to Resolution Number 81-0491, dated 4/13/21.

Grantee: _____
Signature: Tiffany Zindel
Printed Name: Tiffany Zindel
Title: County Administrator
Date: 4.13.21

STATE OF OHIO, WARREN COUNTY, ss.

BE IT REMEMBERED, that on this 13 day of April, 2021 before me, the subscriber, a Notary Public in and for said state, personally came a certain individual known or proven to me to be County Administrator Tiffany Zindel, as authorized by the Warren County Board of County Commissioners, being the Grantee in the foregoing Agreement, and pursuant to the Resolution authorizing such act, did acknowledge the signing thereof to be her voluntary act and deed. In compliance with R.C. 147.542 (D)(1), no oath was administered to the signer by this notary in regard to the notarial act.

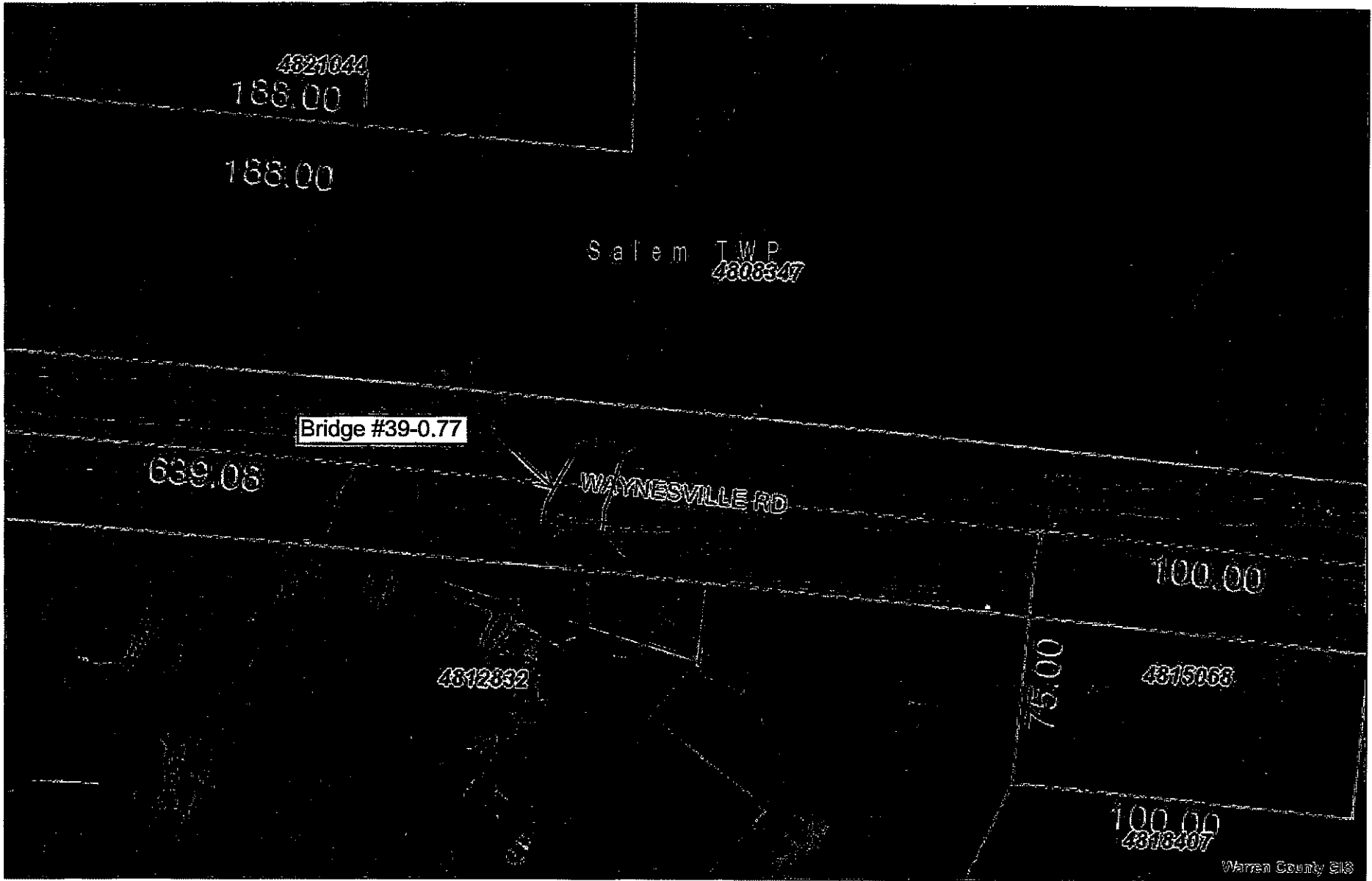


LAURA K. LANDER
NOTARY PUBLIC
STATE OF OHIO
Recorded in
Warren County
My Comm. Exp. 12/26/2022

Notary Public: [Signature]
My commission expires: 12/26/2022

DAVID P. FORNSHELL,
PROSECUTING ATTORNEY
WARREN COUNTY, OHIO

By: [Signature]
Bruce A. McGary, Assistant Prosecutor
520 Justice Drive, 2nd Floor
Lebanon, OH 45036
Ph. (513) 695-1384
Fx. (513) 695-2962
Email: bruce.mcgary@warrencountyprosecutor.com



Warren County GIS

Date: 1/8/2021

| | | | |
|---|---|--|--|
| <p> Colorful Lines - - - - - other values --- Audubon Tract Line --- Civil Township Line </p> | <p> Corporate Line --- County Line --- Farm lot Line --- Easement Line --- Subdivision Limit Line </p> | <p> Parcel Line --- ROW Unknown Width Line --- Road ROW --- School Line --- Section Line </p> | <p> Hardware --- Subdivision Lot Line --- Township and Range Line --- *Yard Line --- VAS Line --- Vacated Road Line </p> |
|---|---|--|--|

1 inch = 40 feet

Bridge #39-0.77 - Exhibit A

Additional Info NTS

The provider makes no warranty or representation with respect to this information, its quality or suitability for a particular purpose. This information is provided AS IS, and the requester assumes the entire risk as to its quality and suitability. The provider will not be liable for direct, indirect, incidental, or consequential damages resulting from any defect in the information. The provider shall have no liability for any other information, Programs or data used with or combined with the requested information, including the cost of recovering information, programs or data.

Resolution

Number 21-0492

Adopted Date April 13, 2021

AUTHORIZE AMENDMENT NO. 2 TO THE ENGINEERING AGREEMENT WITH AECOM TECHNICAL SERVICES, INC., INCREASING PURCHASE ORDER NO. 25074 FOR THE DESIGN OF WATER TREATMENT PLANT UPGRADES AND SOFTENING FACILITIES AND AUTHORIZE COUNTY ADMINISTRATOR TO SIGN DOCUMENTS RELATIVE THERETO

WHEREAS, Warren County and AECOM Technical Services, Inc. entered into an Engineering Agreement on May 29, 2018 for professional engineering services for the preparation of construction drawings, contract documents and surveying services during the design and construction of the Water Treatment Plant Upgrades and Softening Facilities Project; and

WHEREAS, it is the desire of this Board to amend said Engineering Agreement to allow for mussel relocation as part of the permitting process; and

NOW THEREFORE BE IT RESOLVED, to approve Amendment No. 2 increasing Purchase Order No. 25074 to AECOM Technical Services, Inc. in the amount of \$10,292 creating a new contract price of \$4,802,062 and authorize County Administrator to sign documents relative thereto. Said amendment, attached hereto and made a part hereof, shall be subject to the following conditions:


1. The scope of services shall be as stipulated in "Proposal – Environmental Services (Mussel Relocation)" attached hereto and made a part hereof.
2. Compensation for the additional services shall be in accordance with the May 29, 2018 Engineering Contract, total additional compensation not to exceed \$10,292.

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

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

Resolution adopted this 13th day of April 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: c/a—AECOM, Inc.
Water/Sewer (file)
Project file

**AMENDMENT NO. 2
ENGINEERING AGREEMENT**

THIS AMENDMENT NO. 2, effective on the date last executed by the Parties hereto, by and between the WARREN COUNTY BOARD OF COUNTY COMMISSIONERS, on behalf of WARREN COUNTY, OHIO (hereinafter "COUNTY") and AECOM Technical Services, Inc., 277 West Nationwide Boulevard, Columbus, Ohio 43215 (hereinafter "CONSULTANT").

WHEREAS, Warren County and AECOM Technical Services, Inc.. entered into an Engineering Agreement on May 29, 2018 for professional engineering services for the preparation of construction drawings, contract documents and surveying services during the design and construction of the Water Treatment Plant Upgrades and Softening Facilities Project; and

WHEREAS, additional services related to the original project were determined to be necessary or beneficial to the COUNTY and were identified as Supplemental Services by said Agreement; and

WHEREAS, it is the desire of this Board to amend said Engineering Agreement to allow for additional professional engineering and environmental services, specifically mussel relocation; and

NOW, THEREFORE, IT IS AGREED by and between the COUNTY and the CONSULTANT that the Design of Water Treatment Plant Upgrades and Softening Facilities Project is hereby amended as follows:

SCOPE OF SERVICES

The contractual scope shall be modified as identified in the CONSULTANT's letter dated, February 12, 2021, attached hereto and made a part hereof.

COUNTY RESPONSIBILITIES

The COUNTY shall supply the following data/additional services to the CONSULTANT:

1. Provide full information as to the requirements of the project.
2. Assist CONSULTANT by placing at their disposal all available information pertinent to the project.
3. Examine all studies, reports, sketches, drawings, proposals and other documents presented by the CONSULTANT, obtain advice of an attorney, insurance counselor and other consultants as deemed appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the service of the CONSULTANT.

SCHEDULE

The CONSULTANT'S additional services shall commence upon the execution of the Amendment by both the CONSULTANT and the COUNTY. All tasks shall be completed in accordance with the May 29, 2018 Agreement.

COMPENSATION

1. The CONSULTANT's fee for all services performed pursuant to this Amendment shall be on a "per hour" basis for all labor incurred by the CONSULTANT, in accordance with the May 29, 2018 Agreement.
2. Based on the scope of work as described herein, total compensation for all services performed under this Amendment, and all direct reimbursable costs, shall not exceed \$10,292.
3. Payment of compensation shall be made to the CONSULTANT within thirty (30) days after the receipt of an invoice from the CONSULTANT.

TERMS & CONDITIONS

Except as provided herein, the May 29, 2018 Engineering Agreement shall remain binding and in force and effect in all other aspects. In the event any conflict or dispute arises between the May 29, 2018 Engineering Agreement and this Amendment No. 2, such conflict or dispute shall be resolved in accordance with the amended obligations set forth in this Amendment No. 2.

[the remainder of this page is intentionally left blank]

CONSULTANT:

IN EXECUTION WHEREOF, AECOM Technical Services, Inc., has caused this Agreement to be executed by Eric Onderak, P.E., its Associate Vice President, on the date stated, pursuant to a resolution authorizing the same.

~~AECOM Technical Services, Inc.~~
~~BURGESS & NIPPLE, Inc.~~

SIGNATURE: 

NAME: Eric Onderak


TITLE: Associate Vice President

DATE: 3/30/21

COUNTY:

IN EXECUTION WHEREOF, the Warren County Board of Commissioners has caused this Agreement to be executed by Tiffany Zindel, its County Administrator on the date stated below, pursuant to Board Resolution No. 21-0492, dated 4/13/2021.

WARREN COUNTY BOARD OF
COMMISSIONERS

SIGNATURE: 

NAME: Tiffany Zindel

TITLE: County Administrator

DATE: 4.13.21

Approved as to form:

DAVID P. FORNSHELL,
PROSECUTING ATTORNEY
WARREN COUNTY, OHIO



By: ~~Adam Niece~~, Asst. Prosecutor
Keith W. Anderson



AECOM Project Name: Water Treatment Plant Membrane Softening Upgrades Project
AECOM Project No.: B0351697
Client's Name: Warren County, Ohio
Date: February 12, 2021,
Amendment #2

CHANGE ORDER

In accordance with the Professional Engineering Services Agreement ("Agreement") dated May 29, 2018 between Warren County, Ohio ("Client") and AECOM Technical Services, Inc. or "AECOM". This Change Order, with an effective date of _____, 2020 modifies the Professional Engineering Services Agreement as follows:

1. Changes to the Services:

Addition of services outlined in Attachment 1 for Mussel Relocation at the Franklin Area Water Treatment Plant outfall

2. Change to Deliverables:

See Attachment 1

3. Change in Project Schedule (attach schedule if appropriate):

None

4. Change in AECOM's Compensation:

The Services set forth in this Change Order will be compensated on the following basis:

Following existing Contract provisions. Total additional billable fees of \$10,292.00 as shown in attachment 1.

5. Project Impact:

None

6. Other Changes (including terms and conditions):

None



AECOM Project Name: Water Treatment Plant Membrane Softening Upgrades Project
 AECOM Project No.: 80551897
 Client's Name: Warren County, Ohio
 Date: February 12, 2021
 Amendment: #2

- 7. All other terms and conditions of the Agreement remain unchanged.
- 8. Each Party represents that the person executing this Change Order has the necessary legal authority to do so on behalf of the respective Party.

AECOM Technical Services, Inc.

CLIENT: Warren County, Ohio



 Signature

 Signature

Eric Onderak

 Printed Name

 Printed Name

Associate Vice President

 Printed Title

 Printed Title

February 12, 2021

 Date

 Date

Address:
 277 West Nationwide Blvd.
 Columbus, OH 43215

Address:
 406 Justice Drive
 Lebanon, Ohio 45036

[End of the Change Order]

Brian Benedict
Construction Services Manager, Water Resources Department
ABCOM
277 West Nationwide Blvd, Columbus, Ohio 43215

Re: **Proposal – Environmental Services (Mussel Relocation)
Renneker Water Treatment Plant Outfall on the Little Miami River**

Dear Mr. Benedict:

SCOPE OF SERVICES

Agency Coordination

Notification to the US Fish and Wildlife Service (USFWS) and Ohio Department of Natural Resource (ODNR) seeking approval of the relocation plan will occur at least 15 days prior to the time of the relocation, however it is desired to make this request as early as possible given the plan must be approved by USFWS staff. The relocation of mussels at this location must occur before the beginning of construction of the outfall structure. Sixteen live mussels of four species were found at this location during the Phase 1/Phase 2 Survey (2019) and so the location is known to support mussels. As all mussels are protected in Ohio, these mussels must be relocated prior to construction activities that will impact the river, and therefore the mussels within this reach of the river. The plan to relocate these mussels is coordinated with both ODNR, Division of Wildlife, and USFWS. In this case, as the river is a Group 2 stream (Federally Listed Species assumed to be present), USFWS will authorize the plan and relocation cannot proceed until USFWS authorizes the relocation plan.

Mussel Relocation Methods

This proposal is written to follow the 2020 Ohio Mussel Survey Protocol (ODNR & USFWS, 2020). It will be updated to reflect any changes that may occur if the protocols are updated for 2021, but it seems unlikely that the methods for relocation will change as they are fairly well established. In this case, cells will be established through the reaches identified below and sampled for a minimum of 50 minutes per 100 meter². Sampling will occur by hand in shallow water and by SCUBA in water greater than 3 ¼ feet deep. If mussels are found, then an additional 30 minutes/cell will be expended.

Renneker Water Treatment Plant Outfall on the Little Miami River study limits

Mixing Zone -- the mixing zone in this section of the Little Miami River is equal to the greater of ½ the width of the river or five times the deepest area within this reach. The river is approximately 60 meters wide and the maximum depth is approximately 2 meters for a mixing zone 30 meters. The outfall is planned for the bank of the river. Therefore, the Area of Direct Impact (ADI) will be 30 meters (Mixing Zone) + 20 meters = 50 meters in length (as per the Ohio Mussel Survey Protocol, ODNR & USFWS, 2020). The Upstream Buffer (US) will be 10 meters and the Downstream Buffer (DS) will be 10 meters. The outfall itself will have a construction footprint of approximately 10 meters. Therefore, the total length of the study will be 80 meters (10 meters upstream from the discharge point to 70 meters downstream of this point). This reach will extend into the river for 10 meters (Lateral Buffer, LT), for a total area of study

equal to 800 meters²; the reach will be sampled as cells each 100 meters² in size for a total of 8 cells.

Relocation Methods

Cells – We will divide the reach along the banks of the Little Miami River into 8 equally sized cells of 100 meter². Each cell will be sampled for 50 minutes using a combination of hand collecting in shallow water and SCUBA in water greater than 3 ½ feet in depth. If mussels are found in the cell, then an additional 30 minutes of collecting will be done within that cell. This will continue (the addition of 30 minutes of collecting per cell) until either no more than 5% of the live mussels collected during the first pass are collected, or until no more than 2 live mussels are collected within a 30 minute pass. All live mussels and freshly dead shells will be counted during the first pass, but only live mussels will be counted in any subsequent passes. Mussels will be identified to species and retained in mesh dive bags in flowing water if collected alive; dead shells will be discarded once identified, and only freshly dead shells will be counted (during the first pass). All live mussels collected will be relocated upstream to suitable habitat. That reach (the relocation area) will be sampled for a minimum of 15 minutes but for as long as it takes to determine the community of mussels within the reach is at least as good (diversity and species present) as the impact area. These data will be recorded. Once the impact area has been completely searched for mussels and they have been relocated, this relocation will be complete. A report describing these activities will be prepared for coordination with ODNR and USFWS.

Mussel Survey Report

A separate mussel relocation report will be prepared as required and will include items listed on the Report Checklist within Appendix F of the protocol as well as applicable GIS maps and figures. The report will be submitted within four weeks of the completion of field work. One copy of the report will be submitted electronically in PDF format.

ASSUMPTIONS & EXCLUDED SERVICES

This proposal assumes the following:

- **Workable flow requirements:** The relocation will be conducted under workable flow criteria. The stream will be experiencing normal flow conditions or lower. Additionally, the survey may occur at any time during the field season, which extends from 1 May to 1 October.
- **Visibility requirements:** Visual or surface searches must have a minimum visibility of one-half meter (approx. 20 inches), with or without lights at depth of survey. We will record actual depth of clarity (in inches) and turbidity (by using a HACH Turbidity meter). If suitable visibility is not present at the intended time of relocation, then the relocation will be re-scheduled, or a different protocol will be employed in consultation with the appropriate State and Federal agencies (Example, more time within the cell during the initial search of that cell). If the normal flow conditions offer low visibility, we will contact USFWS and ODNR to request a variance from the visibility requirement, but this may require rescheduling the relocation.

- **Data Longevity:** Relocations for Group 2 and 4 systems shall be done within the same field season as the expected in-stream activities, or if activities are to be conducted before June 15, relocations may be conducted in the previous field season. If relocation activities occur during the previous field season, additional effort may be required just prior to construction activities depending on the results of earlier relocation efforts.

In addition, the following are not included in our scope of services:

- Additional effort and change in scope resulting from the identification of a federally-listed species is excluded.
- The proposed mussel survey methodology is based on the 2020 Ohio Mussel Survey Protocol and does not account for future protocol methodology.

CLIENT RESPONSIBILITIES

The scope of services, fee, and project schedule presented herein are contingent upon the client fulfilling the following responsibilities:

- Provide access to the site.
- Provide project information related to the services being provided (e.g. project plans, previous mussel surveys, etc.)

The scope of services and costs addressed in this proposal are based on regulations, guidelines, and regulatory processes as they exist on the date of this submittal. If regulations and/or regulatory processes are revised, a revised scope of services, cost estimate, and time frame will be submitted. It is understood that USFWS will have to approve the relocation plan. Within that submission, we will review the Phase 1/Phase 2 survey data and include sections on justification of the project and quality assurance in regard to the relocation itself.

SCHEDULE AND FEE

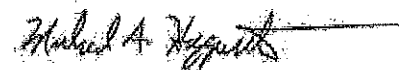
The mussel survey season is from May 1 to October 1. This relocation project will be scheduled upon receipt of the signed contract, after which I will begin coordination with the USFWS and ODNR and ask for authorization to proceed with the work.

My fee for the mussel relocation project is \$10,292 (please see the itemized costs below):

AUTHORIZATION

This quotation is valid for a period of 1 year. Thank you for the opportunity to submit this proposal. Please contact me if you have any questions on this proposal at 614.374-7724.

Sincerely,



Michael Hoggarth, PhD

Submitted: 1 electronic copy (PDF) via e-mail

Cost estimates

Renneker Mussel Relocation

Relocation

Fieldwork

| | |
|--|------------|
| MA Hoggarth (16 hours @ \$200.00/hour) | \$3,200.00 |
| Diver (16 hours @ @150.00/hour) | \$2,400.00 |
| Assistant (16 hours @ \$100.00/hour) | \$1,600.00 |

Report

| | |
|--|--------------------|
| MA Hoggarth (10 hours @ \$200.00/hour) | \$2,000.00 |
| Mileage (3 vehicles @ 250 miles each @ \$0.58/mile) | \$435.00 |
| Lodging (3 people for 1 night @ \$143.00/night) | \$429.00 |
| Meals (3 people for 2 days @ \$76.00/day x 0.5/travel day) | \$228.00 |
| Total | \$10,292.00 |

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

Resolution

Number 21-0493

Adopted Date April 13, 2021

ADVERTISE FOR BIDS FOR THE RIVIERA DRIVE WATER MAIN PROJECT

BE IT RESOLVED, to advertise for bids for the Riviera Water Main Project for the Warren County Water and Sewer Department; and

BE IT FURTHER RESOLVED, to advertise said bid for one (1) week in a newspaper of general circulation two weeks prior to the bid opening date, and to advertise and make the bidding documents available on the Warren County website, with bid opening to occur on May 13, 2021 @ 11:00 a.m.

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

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

Resolution adopted this 13th day of April 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

caw

cc: Water/Sewer (file)
OMB Bid file

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

Resolution

Number 21-0494

Adopted Date April 13, 2021

DECLARE AN EMERGENCY AND WAIVE COMPETITIVE BIDDING FOR THE IMMEDIATE REPLACEMENT OF THE BOILER AT THE ENGINEER'S OFFICE MARKEY ROAD FACILITY

WHEREAS, the boiler is in disrepair and in need of immediate replacement.

NOW THEREFORE BE IT RESOLVED, to authorize the immediate replacement of the damaged boiler; and


BE IT FURTHER RESOLVED, to approve purchase order #21001598 to DeBra-Kuempel in the amount of \$16,128.00 for said replacement.

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

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

Resolution adopted this 13th day of April 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor _____
Facilities Management (file)

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

Resolution

Number 21-0495

Adopted Date April 13, 2021

APPROVE EMERGENCY TEAR DOWN AND SET UP HYDRAULIC PUMPING SYSTEM AT WAYNESVILLE WWTP

WHEREAS, the Sewer Department has encountered a pump outage and piping issues at the Waynesville Wastewater Treatment Plant that assists our plant with pumping out the Lime Stabilization tank while treating sewage; and

WHEREAS, rental equipment and pump servicing and/or replacement is critical and time sensitive as the pumping service is needed to remove our Class B Biosolids that are mandatory for land application by week ending April 9th, 2021; and

WHEREAS, rental equipment and pump servicing and/or replacement is needed to make the hydraulic pumping system functional; and

NOW THEREFORE BE IT RESOLVED, to approve Purchase Order No. 21001584 with Blue Tank & Pump Rental in the amount \$2,104.95 for equipment rental, tear down and set up of a new hydraulic pumping system.

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


Mr. Young – yea

Mr. Grossmann – yea

Mrs. Jones – yea

Resolution adopted this 13th day of April 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

jad

cc: Auditor _____
Water/Sewer (file)

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

Resolution

Number 21-0496

Adopted Date April 13, 2021

ACCEPT TERMS AND CONDITIONS TO PROFESSIONAL SERVICES AGREEMENT WITH ZERO DAY TECHNOLOGY SOLUTIONS ON BEHALF OF WARREN COUNTY TELECOMMUNICATIONS AND AUTHORIZE COUNTY ADMINISTRATOR TO SIGN DOCUMENTS RELATIVE THERETO

WHEREAS, on March 16, 2021 this Board entered into a Professional Services Agreement with ZeroDay Technology Solutions (Resolution 21-0369); and

WHEREAS, it is necessary to formally accept the terms and conditions of said contract; and


NOW THEREFORE BE IT RESOLVED, to accept the terms and conditions to the Professional Services Agreement with ZeroDay Technology Solutions on behalf of Warren County Telecommunications and authorize County Administrator to sign documents relative thereto. Copy of terms and conditions attached hereto and made a part hereof.

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

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

Resolution adopted this 13th day of April 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: c/a—ZeroDay Technology Solutions
Telecom (file)

These General Terms and Conditions ("Terms") are part of the Agreement entered into between Customer and ZeroDay.

1. SERVICES/AGREEMENT.

1.1 Services. ZeroDay will provide services to Customer in accordance with the terms and conditions of these Terms and the Agreement ("Services"). Customer guarantees an Affiliate's obligation hereunder Zero Day will not be responsible to provide equipment, software and supplies required to perform services unless noted within the statement of work. Services under a particular Agreement may be called a "Project."

1.2 Terms. These Terms govern each Agreement/Proposal, except that any conflict between these Terms and an Agreement will be resolved in favor of the Agreement only if the Agreement explicitly states that it is intended to modify the conflicting Terms. These Terms do not obligate ZeroDay to perform any Services until both parties have signed an Agreement and then only for the Project specified in the Agreement. Both parties must sign an Agreement for it to be effective. Notwithstanding the foregoing, an Agreement is binding on both parties if ZeroDay: (a) signs and returns it to Customer; (b) begins performance; or (c) acknowledges it by email, facsimile or any other commercially reasonable means. If ZeroDay commences Services for Customer in the absence of an Agreement and Customer accepts such Services, then these Terms will nevertheless apply, unless the parties otherwise mutually agree in writing. ZeroDay will, at no cost to Customer, promptly and satisfactorily correct any Services or Work Product found to be defective or not in conformity with the requirements of these Terms and the applicable Agreement.

1.3 On-Site Services. If ZeroDay provides Services on Customer premises, ZeroDay will (a) abide by all Customer's rules, policies, and procedures regarding such matters as safety, security, health, environmental and hazardous material management, misconduct, physical aggression harassment and theft (collectively, "Rules"); and (b) at Customer's request, remove and promptly replace any Personnel (defined in Section 6 below) performing Services who behaves in a manner that is unlawful or inconsistent with any Rule.

1.4 Payment/Records. Customer shall pay for the services and/or equipment furnished by ZeroDay in accordance with the charges on the Agreement, within thirty (30) days of the date of ZeroDay's invoice. ZeroDay is entitled to no other compensation or reimbursement for the Services. ZeroDay will, in accordance with generally accepted accounting standards, keep copies of all books and records relating to the Services during the term of this Agreement and for three years thereafter. Customer at its expense may upon reasonable notice and during normal business hours examine and make copies of all books and records relating to the Services.

1.5 Taxes. ZeroDay may charge and Customer will pay applicable federal, state or local sales or use taxes or value added taxes that ZeroDay is legally obligated to charge in connection with the Services ("Taxes"), provided that the Taxes are stated on the original invoice that ZeroDay provides to Customer and ZeroDay's invoices state such Taxes separately and meet the appropriate tax requirements for a valid tax invoice. Customer may provide ZeroDay an exemption certificate or equivalent information acceptable to the relevant taxing authority, in which case, ZeroDay will not charge or collect the Taxes covered by such certificate. ZeroDay will be responsible for all other taxes or fees (including interest and penalties) arising from transactions and the documentation of transactions under this Agreement. Customer may deduct or withhold any taxes that Customer determines it is obligated to withhold from any amounts payable to ZeroDay under this Agreement without providing documentation of exemption.

2. TERM. The Agreement begins on the Effective Date and, unless earlier terminated pursuant to the Agreement, continues until the End Date; provided, however, that the terms of the Agreement shall survive and apply to any Agreement outstanding as of the effective date of termination. Upon expiration of such period, the Agreement will automatically renew on a month-to-month basis until either party gives at least 60 days prior written notice of termination. Each Party may terminate any Agreement or any portion thereof, without cause and/or without the occurrence of a default, by giving at least 30 days prior written notice to the other Party. Upon any such termination, Customer is only liable to pay for Services performed and liabilities incurred prior to expiration or termination; provided that if the fee set forth in the Agreement is a fixed amount, Customer will pay the fee to the extent the Project/Work Order is complete. Rescheduling/Cancelling of work within two weeks of scheduled start results in an additional charge equal to 50% of weekly fee for each scheduled resource. Rescheduling/cancelling of work within one week of scheduled start results in an additional charge equal to 100% of the weekly fee for each scheduled resource. In addition, each Party may terminate any applicable Agreement or any portion of the Services not then performed immediately upon written notice for the other Party's material breach of these Terms, including but not limited to, any breach of Section 7 below. ZeroDay may terminate the Agreement immediately upon written notice if Customer fails to cure a nonpayment of amounts due within 10 days after written notice of such nonpayment to Customer. Provided ZeroDay has been paid to date of termination, then in connection with the termination or expiration of the Agreement for any reason, ZeroDay will provide reasonable assistance to Customer in order to enable and facilitate an orderly transition of the Services to Customer or to another vendor.

3. REPRESENTATIONS. ZeroDay represents that: (a) it will perform the Services in a competent and workmanlike manner in accordance with the level of professional care customarily observed by highly skilled professionals rendering similar services; (b) the Services, Work Product and other materials provided by or on behalf of ZeroDay will not violate, misappropriate or infringe any third party's copyrights, patents, trade secrets, trademarks or other proprietary rights; (c) all Work Product and other materials provided by or on behalf of ZeroDay will not contain any copy protection, automatic shut-down, lockout, "time bomb" or similar mechanisms that could interfere with Customer's exercise of its business or its rights under the Agreement; (d) all Work Product and other materials provided by or on behalf of ZeroDay will not contain any viruses, "Trojan horses" or other harmful code; (e) all Work Product and other materials provided by or on behalf of ZeroDay not subject to any license or other terms that require that other software, documentation, information or other materials incorporating or used with the Work Product or other materials provided by or on behalf ZeroDay, in whole or in part, be disclosed or distributed in source code form, be licensed for the purpose of making derivative works, or be redistributable at no charge (f) ZeroDay and its Personnel will comply, with all applicable ordinances, codes, standards, laws, rules, regulations and orders of any governmental authority having jurisdiction over ZeroDay's performance of the Services ("Laws"), and will hold and fully comply with all required licenses, permits and approvals; (g) it has, or will have in a timely manner, all rights

necessary for (and is not subject to any restriction, penalty, agreement, commitment, law, rule, regulation or order which is violated by its execution and delivery of this Agreement and performance of its obligations under this Agreement; (h) all Personnel are authorized to lawfully perform the Services pursuant to applicable immigration and work status Laws; and (i) to the best of ZeroDay's knowledge after due inquiry, none of the ZeroDay Personnel has been convicted of a felony in the previous seven years, or, if he/she has, ZeroDay has (to the extent in accordance with Laws) provided information to Customer regarding the nature, severity, and date of each such conviction.

4. DEFENSE AND INDEMNITY. A. ZeroDay hereby releases and will defend, hold harmless, and indemnify Customer, and/or its subsidiaries, affiliates, directors, officers, employees, agents, successors and assigns ("Customer Indemnified Parties"), from and against any allegation or claim based on, or any loss, damage, settlement, cost, expense and any other liability (including but not limited to reasonable attorneys' fees incurred and/or those necessary to successfully establish the right to indemnification) (collectively, "Claims"), arising from or related to (a) any negligent act or omission by ZeroDay or its Personnel, including, without limitation any breach of this Agreement or allegation or claim of negligence, strict liability, willful misconduct or fraud of ZeroDay or its Personnel; or (b) any Claim that the Services or Work Product violate, misappropriate or infringe any third party's copyrights, patents, trade secrets, trademarks or other proprietary rights. However, the foregoing does not apply to the extent such Claim results from Customer's negligence or willful misconduct. ZeroDay's duty to defend is independent of its duty to indemnify. ZeroDay's obligations under this section are independent of all of its other obligations under this Agreement. ZeroDay will use counsel reasonably satisfactory to Customer to defend each Claim, and Customer will cooperate (at ZeroDay's expense) with ZeroDay in the defense. ZeroDay will not consent to the entry of any judgment or enter into any settlement without Customer's prior written consent, which may not be unreasonably withheld.

5. INSURANCE. A. ZeroDay will obtain and maintain the following: (a) "Commercial General Liability" insurance with limits of not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate, (b) "Business Automobile Liability" insurance (including coverage for all owned, non-owned and hired autos, and no fault coverage where applicable) with limits of not less than \$1,000,000 per occurrence for bodily injury and property damage combined, unless ZeroDay only uses private passenger automobiles on Customer's premises, in which case not less than \$500,000 per occurrence is acceptable, (c) "Workers' Compensation" insurance, including but not limited to coverage for all costs, benefits and liabilities under workers' compensation and similar laws that may accrue in favor of any person employed by ZeroDay in all states where ZeroDay performs Services, (d) "Employer's Liability" insurance with limits of liability of not less than \$1,000,000, with a waiver of subrogation in each case in favor of Customer (where permitted by law), and (e) a "Fidelity Bond" or similar policy covering employee dishonesty, including theft of Customer property with limits of not less than \$500,000 per loss. ZeroDay will also maintain "Professional Liability" or "Errors and Omissions" insurance with limits of not less than \$1,000,000 per claim. ZeroDay may satisfy the foregoing minimum limits by any combination of primary liability and umbrella excess liability coverage that result in the same protection to ZeroDay and the Customer insured parties. All of the foregoing insurance policies must have a retroactive date no later than the date that Services commenced and coverage of the Services to continue for a period of not less than 2 years after all Services are completed. ZeroDay will name Customer and its affiliates and their respective officers, directors, employees, successors, assigns and agents as additional insureds for the Commercial General Liability and Business Automobile policies. ZeroDay will cause each insurance policy to provide that it will not be canceled or allowed to expire without at least 30 days prior written notice from the insurance carrier to Customer. ZeroDay will provide certificates of all insurance coverage to Customer at Customer's request. Customer's approval of any of ZeroDay's insurance policies does not relieve or limit any of ZeroDay's obligations under this Agreement, including but not limited to liability under Section 4 above for claims exceeding required insurance limits.

6. PERSONNEL; INDEPENDENT CONTRACTOR.

ZeroDay and Customer are independent contractors. ZeroDay has exclusive control over its employees, representatives, agents, ZeroDays and subcontractors (collectively, "Personnel") and over its labor and employee relations and its policies relating to wages, hours, working conditions and other employment conditions. ZeroDay has the exclusive right to hire, transfer, suspend, lay off, recall, promote, discipline, discharge and adjust grievances with its Personnel. ZeroDay is solely responsible for all salaries and other compensation of its Personnel who provide Services and for making all deductions and withholdings from its employees' salaries and other compensation and paying all contributions, taxes and assessments. ZeroDay's Personnel are not eligible to participate in any employment benefit plans or other benefits available to Customer employees. ZeroDay has no authority to bind Customer to any agreement or obligation. ZeroDay will be solely responsible for all theft, damage and/or misconduct related to its Personnel.

ZeroDay may subcontract any Services or delegate any of its obligations under the Agreement. Notwithstanding the existence or terms of any subcontract, ZeroDay is responsible for the full performance of the Services and for its subcontractors' compliance with the terms of the Agreement.

7. CONFIDENTIALITY/PUBLICITY. ZeroDay and its representatives (a) will protect and keep confidential the existence of the Agreement, its terms and conditions and any other information obtained from Customer in connection with the Agreement or related to the Services that is identified as confidential or proprietary or that, given the nature of such information or the manner of its disclosure, reasonably should be considered confidential or proprietary (including but not limited to all information relating to Customer's technology, customers, business plans, marketing activities and finances), (b) will use such information only for the purpose(s) for which it was originally disclosed and in any case only for the purpose of fulfilling its obligations under the Agreement, and (c) will return all

such information to Customer promptly upon the termination of the Agreement. All such information will remain Customer's exclusive property, and ZeroDay will have no rights to use such information except as expressly provided herein. ZeroDay will not use any trade name, trademark, service mark, logo or commercial symbol, or any other proprietary rights of Customer or any of its affiliates in any manner without prior written authorization of such use Customer. ZeroDay will not issue press releases or publicity relating to Customer or the Agreement or reference Customer or its affiliates in any brochures, advertisements, client lists or other promotional material without written consent from Customer.

8. WORK FOR HIRE, AND PROPRIETARY RIGHTS.

8.1 Work Product, Proprietary Rights and Pre-Existing Work. If ZeroDay delivers or is required to deliver to Customer any work product in connection with the Services, including but not limited to, concepts, works, inventions, information, drawings, designs, templates, software (in source code and object code form), as well as any related documentation and instructions (whether developed by ZeroDay or any of its Personnel, either alone or with others, and whether completed or in-progress) (collectively, "Work Product"), then Customer owns, or upon assignment by the creator will own, all right, title and interest (including, but not limited to, all trademarks, trade secrets, copyrights, patents and any other intellectual property or proprietary rights) (collectively, "Proprietary Rights") in such Work Product, except that Work Product does not include: (a) any inventions, improvements, alterations or developments made by ZeroDay prior to the specific Work Order to which the particular Work Product relates; or (b) ZeroDay's proprietary software or any improvements ZeroDay may make to its own proprietary software or any of its internal processes as a result of any Work Order, provided that such improvements do not infringe Customer's Proprietary Rights ("Pre-Existing Work"). Notwithstanding any provision to the contrary herein, the term "Work Product" shall not include ZeroDay's trademarks, questionnaires, methodologies, proprietary software and systems.

8.2 Work for Hire. The Work Product has been specially ordered and commissioned by Customer. ZeroDay agrees that the Work Product is a "work made for hire" for copyright purposes, with all copyrights in the Work Product owned by Customer.

8.3 Assignment of Work Product. To the extent that the Work Product does not qualify as a work made for hire under applicable law, and to the extent that the Work Product includes material subject to copyright, patent, trade secret, or any Proprietary Rights protection, ZeroDay hereby assigns to Customer (or to such of its affiliates as it may designate), its successors and assigns, all right, title and interest in and to the Work Product, including, but not limited to, all rights in and to any inventions, designs and Proprietary Rights embodied in the Work Product or developed in the course of ZeroDay's creation of the Work Product. The foregoing assignment includes a license under any current and future patents owned or licensable by ZeroDay to the extent necessary to combine the Work Product or any derivative works or modifications thereof with any product, service, offering, software or intellectual property of Customer. ZeroDay will cooperate as may reasonably be necessary for Customer to perfect title to any Work Product, including, without limitation, executing any documents in connection with such assignment that Customer may reasonably request. ZeroDay will enter into agreements with its Personnel or any other party as necessary to establish Customer's sole ownership in Work Product, and upon Customer's request, ZeroDay will provide Customer with copies of such agreements. ZeroDay appoints Customer as its attorney-in-fact to execute assignments of, and register all rights to, the Work Product and the Proprietary Rights in Work Product. This appointment is coupled with an interest. At any time upon request from Customer and upon termination or expiration of the Agreement, ZeroDay will deliver to Customer in tangible form all materials containing Work Product, whether complete or in process.

8.4 License to Pre-Existing Work. To the extent Pre-Existing Work of ZeroDay is embodied in any Work Product, deliverables or Proprietary Rights, if Customer is not in breach of the Agreement or any Work Order, ZeroDay hereby grants Customer during the term of the Agreement, a non-exclusive, worldwide, perpetual, irrevocable, fully paid up license to (a) use, make, have made, reproduce, perform, display, and import such Pre-Existing Work, (b) adapt, modify, and create derivative works of such Pre-Existing Work. Customer will not sell or license any Pre-Existing Work without the written consent of ZeroDay, which may be withheld in its sole discretion.

9. INSPECTION AND ACCEPTANCE.

9.1 Customer will have 10 days from Customer's receipt of any Deliverables (as defined below) from ZeroDay to accept or reject any Deliverable if the Deliverable does not conform to the related Work Order under which the Deliverable was produced. Any rejection shall be in a writing delivered to ZeroDay by electronic mail or an express mail service, such as FedEx or US Postal service express mail, within such 30 day period and the specific reason for such rejection. If Customer determines that any Deliverable is not acceptable, Customer may (a) may reject the item, in which case ZeroDay will return any payments it has received relating to the applicable Deliverable within 15 days and Customer will have no further obligation with respect to the rejected Deliverable, or (b) direct ZeroDay to correct the noncompliance or defects, in which case ZeroDay (at its cost) will correct the noncompliance or defects and redeliver the Deliverable within 15 days. This process will be repeated until Customer finally rejects the Deliverable or notifies ZeroDay in writing of its acceptance. A "Deliverable" is any item or materials, including any Work Product, delivered under any Work Order by ZeroDay to Customer, except "Deliverable" does not include equipment delivered to Customer by ZeroDay or anyone. Equipment Acceptance Terms: ZeroDay will use commercially reasonable efforts to meet requested delivery times but does not guarantee delivery by a state time and is not responsible for any damages due to delays or the failure to meet a stated delivery schedule. ZeroDay reserves the right to make deliveries in installments. Delay in delivery of one installment will not entitle Customer to cancel other installments. Product will be delivered to Customer FOB Destination (Customer's designated facility), freight prepaid and added. Title and risk of loss shall pass to Customer when Product is delivered to Customer's designated facility. Notwithstanding anything to the contrary in this paragraph, title to software Product remains with the applicable licensor(s), and software delivery occurs when it is first made

available by the licensor or ZeroDay for Customer use. Customer's use rights and obligations related to the software are contained in the license agreement between Customer and the licensor(s). You hereby grant a security interest in all Products purchased under this Agreement to secure payment in full.

Termination of Equipment: Customer may cancel any order for Product at no charge up to five (5) business days prior to scheduled shipment upon writing notice to ZeroDay, unless such Product has been modified or otherwise reconfigured in accordance with Customer specifications. Cancellation shall not relieve Customer duty to pay for Products shipped, services performed, or expenses incurred by ZeroDay prior to such notice. If an order is cancelled prior to shipment, Customer's sole remedy and ZeroDay's sole obligation will be a full refund of the purchase price paid for the Product. Cancellation of orders following shipment must be made in accordance with the return policies of the manufacturer, publisher or supplier of the Product.

General Equipment Terms: For all prices and products, ZeroDay reserves the right to make adjustments due to errors, changing market conditions, product discontinuation of typographical errors in advertisements. ZeroDay is not responsible for manufacture price changes, which may occur at any time without notice.

Customer shall keep all packing material and documentation in the event that your equipment has to be serviced or returned.

Return Policy:

ZeroDay adheres to all manufacturer warranty and return policies. All product returns must be processed with a Return Materials Authorization Number (RMA#). NO returned of any type will be accepted without an RMA #.

RMA's cannot be extended or re-issued.

All returns MUST: be 100% complete, contain ALL original boxes and packing material, have original UPC codes on the manufacture's boxes, and contain all blank warranty cards, accessories and documentation provided by the manufacturer. Incomplete returns may be returned to sender subject to a restocking fee of up to 20%.

Customers are responsible for shipping charges and risk of loss on all return shipments, unless otherwise agreed.

ZeroDay reserves the right to reject any return requests beyond 30 days from invoice date.

10. GENERAL.

10.1 Subcontract. ZeroDay may subcontract part of the duties required of it under any Agreement without Customer's consent. Customer may not assign the Agreement (or any of its rights and obligations under the Agreement) without ZeroDay's written consent.

10.2 Governing Law/Venue. The Agreement is governed by Ohio law, excluding its conflicts of law rules.

10.3 Notices. Notices under the Agreement are sufficient if given by nationally recognized overnight courier service, certified mail (return receipt requested), facsimile with electronic confirmation or personal delivery to the other party at the address below the party's signature line below. If no address is listed for ZeroDay, notice to ZeroDay will be effective if given to the last known address. Notice is effective: (a) when delivered personally, (b) three business days after sending by certified mail, (c) on the business day after sending by a nationally recognized courier service, or (d) on the business day after sending by facsimile with electronic confirmation to the sender. A party may change its notice address by giving notice in accordance with this section.

10.4 Severability. If any provision of the Agreement is determined by any court or governmental authority to be unenforceable, the parties intend that the Agreement be enforced as if the unenforceable provisions were not present and that any partially valid and enforceable provisions be enforced to the extent that they are enforceable.

10.5 No Waiver. A party does not waive any right under the Agreement by failing to insist on compliance with any of the terms of the Agreement or by failing to exercise any right hereunder. Any waivers granted hereunder are effective only if recorded in a writing signed by the party granting such waiver.

10.6 Cumulative Rights/Construction. The rights and remedies of the parties under the Agreement are cumulative, and either party may enforce any of its rights or remedies under the Agreement or other rights and remedies available to it at law or in equity. The section headings of the Agreement are for convenience only and have no interpretive value.

10.7 Survival. The following provisions survive termination or expiration of the Agreement: the records provision in Section 1.4; Defense and Indemnification (Section 4); Confidentiality/Publicity (Section 7); Work for Hire (Section 8) and General (Section 10), including without limitation, Limitation of Liability (Section 10.9).

10.8 Injunctive Relief. ZeroDay acknowledges that any material breach of Section 7, or Section 8, by ZeroDay would cause Customer irreparable harm for which Customer has no adequate remedies at law. Accordingly, Customer is entitled to specific performance or injunctive relief for any such breach.

10.9 LIMITATION OF LIABILITIES. A. EACH PARTY WILL NOT BE LIABLE TO THE OTHER PARTY OR ANY PERSON (WHETHER IN CONTRACT OR IN TORT) UNDER ANY CIRCUMSTANCES FOR ANY INDIRECT, CONSEQUENTIAL (INCLUDING BUT NOT LIMITED TO LOST OPPORTUNITIES OR PROFITS), OR PUNITIVE DAMAGES, ARISING OUT OF ANY ACT OR FAILURE TO ACT EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. B. ZERO DAY'S LIABILITY REGARDING ANY DAMAGES SHALL NOT EXCEED THE CONTRACT AMOUNT OF THE AGREEMENT

UNDER WHICH THE ACTIONS OR NON ACTIONS WERE TAKEN GIVING RISE TO THE DAMAGES.

10.10 Entire Agreement. The Agreement, these Terms, together with all associated exhibits and schedules, which are incorporated by this reference, and NDA, constitute the complete and final agreement of the parties pertaining to the Services and supersede the parties' prior agreements, understandings and discussions relating to the Services. No modification of the Agreement is binding unless it is in writing and signed by Customer and ZeroDay.

The Agreement may be executed by facsimile and in counterparts, each of which (including signature pages) will be deemed an original, but all of which together will constitute one and the same instrument.

The parties may use standard business forms or other communications, but use of such forms is for convenience only and does not alter the provisions of the Agreement. *NEITHER PARTY WILL BE BOUND BY, AND EACH SPECIFICALLY OBJECTS TO, ANY PROVISION THAT IS DIFFERENT FROM OR IN ADDITION TO THE AGREEMENT (WHETHER PROFFERED VERBALLY OR IN ANY QUOTATION, INVOICE, SHIPPING DOCUMENT, ACCEPTANCE, CONFIRMATION, CORRESPONDENCE, OR OTHERWISE), UNLESS SUCH PROVISION IS SPECIFICALLY AGREED TO IN A WRITING SIGNED BY BOTH PARTIES.*

11.11 Non-Solicitation. Customer acknowledges that ZeroDay's salaried employees are essential to ZeroDay's core business of providing Services and are familiar with ZeroDay's operating procedures and other information proprietary to ZeroDay. Therefore, Customer agrees not to, and shall not, solicit for employment, hire, make any agreement with, or permit the employment (including employment by any successor to ZeroDay) in any Service operation for Customer or its affiliates or permits supervision either directly or indirectly of any Service operations for Customer or its affiliates, of any person who is or has been ZeroDay's salaried employee within the earlier of one (1) year after such employee terminates employment with ZeroDay or within one (1) year after the expiration or termination of the Agreement. If Customer breaches this Section, the Customer and ZeroDay agree that the legal remedies available to ZeroDay will be inadequate, and the ZeroDay will be entitled to seek appropriate equitable remedies, which include, but are not limited to, Temporary Restraining Order, Preliminary Injunction, or Permanent Injunction from a Court to enforce this Section, but may have in law or equity. This Section shall survive the expiration and/or termination of the Agreement.

K:\ZERODAY TECHNOLOGY SOLUTIONS, INC\THESE GENERAL TERMS AND CONDITIONS.DOCX

ZeroDay

By: Jason L. Ross
JASON L. ROSS

Title: SVP
Date: 3/31/2021

Customer

By: Tiffany Zedler
Tiffany Zedler

Title: County Administrator
Date: 4.13.21

APPROVED AS TO FORM
Adam M. Nice
Adam M. Nice
Asst. Prosecuting Attorney

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

Resolution

Number 21-0497

Adopted Date April 13, 2021

ENTER INTO CONTRACT WITH PATTERSON DENTAL SUPPLY, INC. FOR THE WARREN COUNTY JAIL & SHERIFF'S OFFICE DENTAL EQUIPMENT PROJECT AND AUTHORIZE COUNTY ADMINISTRATOR TO SIGN DOCUMENTS RELATIVE THERETO

WHEREAS, pursuant to Resolution #21-0327, adopted March 9, 2021, this Board approved a Notice of Intent to Award Contract for the Warren County Jail & Sheriff's Office Dental Equipment Project to Patterson Dental Supply, Inc., for a total bid price of \$39,930.00; and

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

NOW THEREFORE BE IT RESOLVED, to enter into contract with Patterson Dental Supply, Inc., 1031 Mendota Heights Rd., St. Paul MN, for a total contract price of \$39,930.00 and authorize County Administrator to sign documents relative thereto. Said contract is attached hereto and made a part hereof.

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

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

Resolution adopted this 13th day of April 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

LL\

cc: c/a— Patterson Dental Supply, Inc.
Facilities Management (file)
OMB Bid file

CONTRACT

THIS AGREEMENT, made this B day of April, 2021, with the Warren County Board of Commissioners, 406 Justice Drive, Lebanon, Ohio hereinafter called "Owner" and **Patterson Dental Supply, Inc.** doing businesses as (an individual, partner, a corporation) hereinafter called "Contractor."

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

WARREN COUNTY JAIL & SHERIFF'S OFFICE DENTAL EQUIPMENT PROJECT

hereinafter called the project, for the sum of **\$39,930.00 (thirty nine thousand, nine hundred thirty dollars)**, and all work in connection therewith, under the terms as stated in the Conditions of the Contract; and as his/her (its or their) own proper cost and expense furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, Conditions of the Contract, the Specifications and Contract Documents. "Contract Documents" means and includes the following:

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

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

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

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

The CONTRACTOR will indemnify and save the OWNER, their officers and employees, harmless from loss, expenses, costs, reasonable attorneys fees, litigation expenses, suits at law or in equity, causes of action, actions, damages, and obligations arising from (a) negligent, reckless or willful and

wanton acts, errors or omissions by CONTRACTOR, its agents, employees, licensees, consultants or subconsultants; (b) the failure of the CONTRACTOR, its agents, employees, licensees, consultants or subconsultants to observe the applicable standard of care providing services pursuant to this agreement; (c) the intentional misconduct of the CONTRACTOR, its agents, employees, licensees, consultants or subconsultants that result in injury to persons or damage to property for which the OWNER may be held legally liable.

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

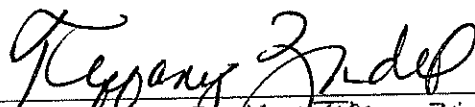
The OWNER agrees to pay the CONTRACTOR in the manner and at such times as set forth in the General Provisions such amounts as required by the Contract Documents.

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

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

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

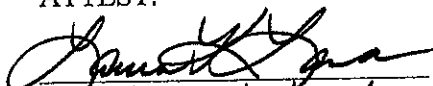
WARREN COUNTY BOARD OF COMMISSIONERS
(Owner)


~~David G. Young, President~~ Tiffany Zindel
County Administrator

~~Tom Grossmann~~

~~Shannon Jones~~

ATTEST:

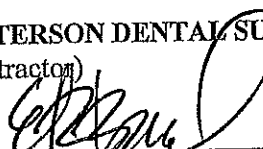

Name Laura K. Lander

(Seal)

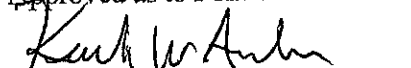
ATTEST:

PATTERSON DENTAL SUPPLY, INC.
(Contractor)

By:


Name and Title
EQUIPMENT SPECIALIST

Approved as to Form:


Assistant Prosecutor

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

Resolution

Number 21-0498

Adopted Date April 13, 2021

ENTER INTO CONTRACT WITH DEBRA-KUEMPEL, INC. FOR THE WARREN COUNTY NEW JAIL & SHERIFF'S FIBER & COPPER BACKBONE PROJECT AND AUTHORIZE COUNTY ADMINISTRATOR TO SIGN DOCUMENTS RELATIVE THERETO

WHEREAS, pursuant to Resolution #21-0427, adopted March 30, 2021, this Board approved a Notice of Intent to Award Contract for the Warren County New Jail & Sheriff's Fiber & Copper Backbone Project to DeBra-Kuempel, Inc., for a total bid price of \$65,100.00; and

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


NOW THEREFORE BE IT RESOLVED, to enter into contract with DeBra-Kuempel, Inc., 3976 Southern Avenue, Cincinnati, Ohio, for a total contract price of \$65,100.00 and authorize County Administrator to sign documents relative thereto. Said contract is attached hereto and made a part hereof.

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

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

Resolution adopted this 13th day of April 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

LL\

cc: c/a—DeBra-Kuempel, Inc.
Facilities Management (file)
OMB Bid file

CONTRACT

THIS AGREEMENT, made this 13 day of April, 2021, with the Warren County Board of Commissioners, 406 Justice Drive, Lebanon, Ohio hereinafter called "Owner" and **DeBra-Kuempel, Inc., 3976 Southern Ave., Cincinnati, OH** doing businesses as (an individual, partner, a corporation) hereinafter called "Contractor."

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

NEW JAIL & SHERIFF'S OFFICE FIBER & COPPER BACKBONE PROJECT

hereinafter called the project, for the sum of **\$65,100.00 (sixty five thousand, one hundred dollars)** and all work in connection therewith, under the terms as stated in the Conditions of the Contract; and as his/her (its or their) own proper cost and expense furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, Conditions of the Contract, the Specifications and Contract Documents. "Contract Documents" means and includes the following:

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

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

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

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

The CONTRACTOR will indemnify and save the OWNER, their officers and employees, harmless from loss, expenses, costs, reasonable attorneys fees, litigation expenses, suits at law or in equity, causes of action, actions, damages, and obligations arising from (a) negligent, reckless or willful and

wanton acts, errors or omissions by CONTRACTOR, its agents, employees, licensees, consultants or subconsultants; (b) the failure of the CONTRACTOR, its agents, employees, licensees, consultants or subconsultants to observe the applicable standard of care providing services pursuant to this agreement; (c) the intentional misconduct of the CONTRACTOR, its agents, employees, licensees, consultants or subconsultants that result in injury to persons or damage to property for which the OWNER may be held legally liable.

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

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

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

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

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

WARREN COUNTY BOARD OF COMMISSIONERS
(Owner)

David G. Young
David G. Young, President
Tracy Zindel
Tracy Zindel, County Administrator

Tom Grossmann

Shannon Jones

ATTEST:

Laura Lander
Name: Laura Lander

(Seal)

ATTEST:

DeBra-Kuempel, Inc.
(Contractor)

By: *Bill Flaugh*
Name and Title
Bill Flaugh Vice-President

Approved as to Form:

Kath W. Auler
Assistant Prosecutor

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

Resolution

Number 21-0499

Adopted Date April 13, 2021

APPROVE AND AUTHORIZE THE COUNTY ADMINISTRATOR TO SIGN THE SUBMISSION OF SF-424, ASSURANCES AND CERTIFICATIONS AS THEY RELATE TO THE WARREN COUNTY 2019-2023 CONSOLIDATED PLAN AND FISCAL YEAR 2021 ANNUAL ACTION PLAN

WHEREAS, to be eligible to apply for Community Development Block Grant (CDBG) funds, the U.S. Department of Housing and Urban Development (HUD) requires each applicant to prepare and submit an SF-424, Assurances and Certifications as they relate to the Five-Year Consolidated Plan and an Annual Action Plan; and

WHEREAS, Warren County has completed the requirements for said Plans as set forth by the U.S. Department of Housing and Urban Development; and

NOW THEREFORE BE IT RESOLVED, to approve and sign the SF-424, Assurances and Certifications as they relate to the Warren County 2019-2023 Consolidated Plan and the Fiscal Year 2021 Annual Action Plan to the U.S. Department of Housing and Urban Development; and


BE IT FURTHER RESOLVED, to authorize the County Administrator to sign documents relative thereto.

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

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

Resolution adopted this 13th day of April 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

sm\

cc: OGA (file)
HUD

ASSURANCES - CONSTRUCTION PROGRAMS

OMB Number: 4040-0009
Expiration Date: 02/28/2022

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0042), Washington, DC 20503.

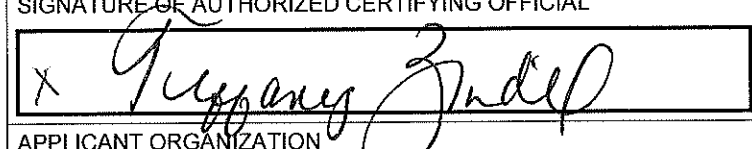
PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.
14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
20. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

| | |
|--|---|
| SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL  | TITLE <i>County Administrator</i> President, WC BOCC |
| APPLICANT ORGANIZATION Warren County Board of Commissioners | DATE SUBMITTED 4/13/21 |

CERTIFICATIONS

In accordance with the applicable statutes and the regulations governing the consolidated plan regulations, the jurisdiction certifies that:

Affirmatively Further Fair Housing--The jurisdiction will affirmatively further fair housing.

Uniform Relocation Act and Anti-displacement and Relocation Plan--It will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, (42 U.S.C. 4601-4655) and implementing regulations at 49 CFR Part 24. It has in effect and is following a residential anti-displacement and relocation assistance plan required under 24 CFR Part 42 in connection with any activity assisted with funding under the Community Development Block Grant or HOME programs.

Anti-Lobbying--To the best of the jurisdiction's knowledge and belief:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
3. It will require that the language of paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

Authority of Jurisdiction--The consolidated plan is authorized under State and local law (as applicable) and the jurisdiction possesses the legal authority to carry out the programs for which it is seeking funding, in accordance with applicable HUD regulations.

Consistency with plan--The housing activities to be undertaken with Community Development Block Grant, HOME, Emergency Solutions Grant, and Housing Opportunities for Persons With AIDS funds are consistent with the strategic plan in the jurisdiction's consolidated plan.

Section 3--It will comply with section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and implementing regulations at 24 CFR Part 135.

* Tiffany Zindel
Signature of Authorized Official

4/13/21
Date

County Administrator Title

Specific Community Development Block Grant Certifications

The Entitlement Community certifies that:

Citizen Participation--It is in full compliance and following a detailed citizen participation plan that satisfies the requirements of 24 CFR 91.105.

Community Development Plan--Its consolidated plan identifies community development and housing needs and specifies both short-term and long-term community development objectives that have been developed in accordance with the primary objective of the CDBG program (i.e., the development of viable urban communities, by providing decent housing and expanding economic opportunities, primarily for persons of low and moderate income) and requirements of 24 CFR Parts 91 and 570.

Following a Plan --It is following a current consolidated plan that has been approved by HUD.

Use of Funds--It has complied with the following criteria:

1. **Maximum Feasible Priority.** With respect to activities expected to be assisted with CDBG funds, it has developed its Action Plan so as to give maximum feasible priority to activities which benefit low-and moderate-income families or aid in the prevention or elimination of slums or blight. The Action Plan may also include CDBG-assisted activities which the grantee certifies are designed to meet other community development needs having particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community, and other financial resources are not available(see Optional CDBG Certification).
2. **Overall Benefit.** The aggregate use of CDBG funds, including Section 108 guaranteed loans, during program year(s) 2021 [a period specified by the grantee of one, two, or three specific consecutive program years], shall principally benefit persons of low and moderate income in a manner that ensures that at least 70 percent of the amount is expended for activities that benefit such persons during the designated period.
3. **Special Assessments.** It will not attempt to recover any capital costs of public improvements assisted with CDBG funds, including Section 108 loan guaranteed funds, by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements.

However, if CDBG funds are used to pay the proportion of a fee or assessment that relates to the capital costs of public improvements (assisted in part with CDBG funds) financed from other revenue sources, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds.

In addition, in the case of properties owned and occupied by moderate-income (not low-income) families, an assessment or charge may be made against the property for public improvements financed by a source other than CDBG funds if the jurisdiction certifies that it lacks CDBG funds to cover the assessment.

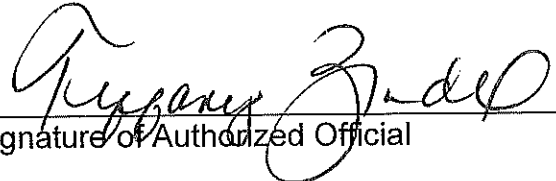
Excessive Force--It has adopted and is enforcing:

1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
2. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.

Compliance with Anti-discrimination laws--The grant will be conducted and administered in conformity with title VI of the Civil Rights Act of 1964 (42 U.S.C.2000d) and the Fair Housing Act (42 U.S.C.3601-3619) and implementing regulations.

Lead-Based Paint--Its activities concerning lead-based paint will comply with the requirements of 24 CFR Part35, Subparts A, B, J, K and R.

Compliance with Laws--It will comply with applicable laws.

X 

Signature of Authorized Official

4/13/21
Date

County Administrator Title

APPENDIX TO CERTIFICATIONS

INSTRUCTIONS CONCERNING LOBBYING CERTIFICATION:

Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

| Application for Federal Assistance SF-424 | |
|---|---|
| * 1. Type of Submission: <input type="checkbox"/> Preapplication <input checked="" type="checkbox"/> Application <input type="checkbox"/> Changed/Corrected Application | |
| * 2. Type of Application: <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision | |
| * If Revision, select appropriate letter(s): _____ * Other (Specify): _____ | |
| * 3. Date Received: 04/13/2021 | 4. Applicant Identifier: B21UC390009 |
| 5a. Federal Entity Identifier: 14.218 | 5b. Federal Award Identifier: _____ |
| State Use Only: | |
| 6. Date Received by State: _____ | 7. State Application Identifier: _____ |
| 8. APPLICANT INFORMATION: | |
| * a. Legal Name: Warren County Board of Commissioners | |
| * b. Employer/Taxpayer Identification Number (EIN/TIN): 31-60000-58 | * c. Organizational DUNS: 7843276080000 |
| d. Address: | |
| * Street1: 406 Justice Drive | _____ |
| Street2: | _____ |
| * City: Lebanon | _____ |
| County/Parish: | _____ |
| * State: OH: Ohio | _____ |
| Province: | _____ |
| * Country: USA: UNITED STATES | _____ |
| * Zip / Postal Code: 45036-2385 | _____ |
| e. Organizational Unit: | |
| Department Name: Warren County Grants Administr | Division Name: _____ |
| f. Name and contact information of person to be contacted on matters involving this application: | |
| Prefix: _____ | * First Name: Susanne |
| Middle Name: _____ | _____ |
| * Last Name: Mason | _____ |
| Suffix: _____ | _____ |
| Title: _____ | |
| Organizational Affiliation: _____ | |
| * Telephone Number: 513-695-1210 | Fax Number: _____ |
| * Email: masosu@co.warren.oh.us | |

Application for Federal Assistance SF-424

*** 9. Type of Applicant 1: Select Applicant Type:**

B: County Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

*** 10. Name of Federal Agency:**

US Department of HUD

11. Catalog of Federal Domestic Assistance Number:

14.218

CFDA Title:

Community Development Block Grant

*** 12. Funding Opportunity Number:**

14.218 B21UC390009

* Title:

CDBG Entitlement Grant

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment

Delete Attachment

View Attachment

*** 15. Descriptive Title of Applicant's Project:**

Warren County will use CDBG funds for public infrastructure and aid to homeless.

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

Application for Federal Assistance SF-424

16. Congressional Districts Of:

* a. Applicant OH-001

* b. Program/Project OH-001

Attach an additional list of Program/Project Congressional Districts if needed.

17. Proposed Project:

* a. Start Date: 05/01/2021

* b. End Date: 04/30/2022

18. Estimated Funding (\$):

| | |
|---------------------|------------|
| * a. Federal | 718,082.00 |
| * b. Applicant | 0.00 |
| * c. State | 0.00 |
| * d. Local | 0.00 |
| * e. Other | 0.00 |
| * f. Program Income | 0.00 |
| * g. TOTAL | 718,082.00 |

* 19. Is Application Subject to Review By State Under Executive Order 12372 Process?

- a. This application was made available to the State under the Executive Order 12372 Process for review on .
- b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- c. Program is not covered by E.O. 12372.

* 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)

Yes No

If "Yes", provide explanation and attach

21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)

** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: Mrs. * First Name: David Tiffany
Middle Name:
* Last Name: ~~Young~~ Ziadet
Suffix:

* Title: County Administrator

* Telephone Number: 513-695-1250 Fax Number:

* Email: david.young@co.warren.oh.us

* Signature of Authorized Representative: 

* Date Signed: 4/13/21

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

Resolution

Number 21-0500

Adopted Date April 13, 2021

ACKNOWLEDGE PAYMENT OF BILLS


BE IT RESOLVED, to acknowledge payment of bills from 4/6/21 and 4/8/21 as attached hereto and made a part hereof.

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

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

Resolution adopted this 13th day of April 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

/tao

cc: Auditor

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

Resolution

Number 21-0501

Adopted Date April 13, 2021

ACKNOWLEDGE RECEIPT OF MARCH 2021 FINANCIAL STATEMENT

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

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

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

Resolution adopted this 13th day of April 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor (file)
S. Spencer
Tina Osborne

Financial Statement for 2021 Period 03



| FUND | FUND DESCRIPTION | PREVIOUS BALANCE | RECEIPTS | EXPENDITURES | CURRENT BALANCE | OUTSTANDING WARRANTS | TREASURER'S FUND BALANCE |
|-------|--------------------------------|------------------|----------------|----------------|-----------------|----------------------|--------------------------|
| 7790 | FORFEITED LAND EXCESS SALE PRO | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 7792 | ZONING & BLDG BOND FUND | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 7793 | HOUSING TRUST AUTHORITY | 324,599.49 | 202,735.20 | 527,334.69 | 0.00 | 522,061.34 | 522,061.34 |
| 7795 | UNDIVIDED INDIGENT FEES | 0.00 | 2,064.90 | 2,064.90 | 0.00 | 412.98 | 412.98 |
| 7796 | MUNICIPAL ORD VIOLATION INDIGE | 8,368.21 | 0.00 | 741.00 | 7,627.21 | 0.00 | 7,627.21 |
| 7797 | NEW UNDIVIDED AUCTION PROCEEDS | 0.00 | 16,787.69 | 16,787.69 | 0.00 | 0.00 | 0.00 |
| 7798 | OLD ZONING & BLDG BOND FUND | 138,020.47 | 0.00 | 0.00 | 138,020.47 | 0.00 | 138,020.47 |
| 8843 | UNCLAIMED MONEY | 712,950.74 | 5,887.54 | 0.00 | 718,838.28 | 0.00 | 718,838.28 |
| 8855 | CH.SERV.SCHEURER SMITH TRUST | 43,609.59 | 0.00 | 0.00 | 43,609.59 | 0.00 | 43,609.59 |
| 9911 | WARREN CO HEALTH DISTRICT | 7,562,550.91 | 263,477.10 | 508,869.48 | 7,317,158.53 | 50,278.89 | 7,367,437.42 |
| 9912 | FOOD SERVICE | 299,593.97 | 104,629.00 | 77,921.09 | 326,301.88 | 14,264.51 | 340,566.39 |
| 9915 | PLUMBING BOND-HEALTH DEPT. | 16,000.00 | 0.00 | 1,000.00 | 15,000.00 | 500.00 | 15,500.00 |
| 9916 | STATE REGULATED SEWAGE PROGRAM | 246,584.06 | 21,621.00 | 53,462.53 | 214,742.53 | 400.00 | 215,142.53 |
| 9925 | SOIL & WATER CONSERVATION DIST | 906,344.71 | 6,642.77 | 69,848.34 | 843,139.14 | 11,772.87 | 854,912.01 |
| 9928 | REGIONAL PLANNING | 319,315.72 | 20,469.92 | 34,281.43 | 305,504.21 | 224.00 | 305,728.21 |
| 9938 | WARREN COUNTY PARK DISTRICT | 701,052.27 | 94,804.43 | 214,945.13 | 580,911.57 | 4,793.13 | 585,704.70 |
| 9944 | ARMCO PARK | 255,436.70 | 180,599.48 | 68,517.93 | 367,518.25 | 4,736.27 | 372,254.52 |
| 9953 | WATER SYSTEM FUND | 39,581.71 | 5,000.45 | 5,000.93 | 39,581.23 | 145.00 | 39,726.23 |
| 9954 | MENTAL HEALTH RECOVERY BOARD | 11,697,594.72 | 583,559.10 | 767,600.02 | 11,513,553.80 | 69,880.57 | 11,583,434.37 |
| 9961 | HEALTH GRANT FUND | 1,079,075.25 | 221,904.35 | 44,722.86 | 1,256,256.74 | 0.00 | 1,256,256.74 |
| 9963 | CAMPGROUNDS | 4,198.20 | 486.00 | 0.00 | 4,684.20 | 0.00 | 4,684.20 |
| 9976 | HEALTH - SWIMMING POOL FUND | 129,201.74 | 597.00 | 0.00 | 129,798.74 | 0.00 | 129,798.74 |
| 9977 | DRUG TASK FORCE COG | 951,662.38 | 116,800.00 | 182,180.91 | 886,281.47 | 186.13 | 886,467.60 |
| 9996 | WC FIRE RESPONSE LIFE SAFETY | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Total | | 474,921,711.30 | 138,013,838.00 | 136,241,267.84 | 476,694,281.46 | 3,528,622.32 | 480,222,903.78 |

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

Financial Statement for 2021 Period 03



| FUND | FUND DESCRIPTION | PREVIOUS BALANCE | RECEIPTS | EXPENDITURES | CURRENT BALANCE | OUTSTANDING WARRANTS | TREASURER'S FUND BALANCE |
|------|--------------------------------|------------------|------------|--------------|-----------------|----------------------|--------------------------|
| 7745 | STATE | 2,216.88 | 2,500.02 | 2,216.88 | 2,500.02 | 2,216.88 | 4,716.90 |
| 7746 | MIAMI CONSERVANCY DISTRICT FUN | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 7747 | ADVANCE ESTATE TAX | 944.44 | 0.00 | 0.00 | 944.44 | 0.00 | 944.44 |
| 7751 | UNDIVIDED INTEREST | 953,940.67 | 215,315.80 | 457,621.51 | 711,634.96 | 0.00 | 711,634.96 |
| 7754 | OHIO ELECTIONS COMMISSION FUND | 0.00 | 100.00 | 100.00 | 0.00 | 100.00 | 100.00 |
| 7756 | SEWER ROTARY | 168,150.26 | 110,906.00 | 155,951.26 | 123,105.00 | 118,281.00 | 241,386.00 |
| 7758 | WIA PASS THROUGH TO BUTLER/CLE | 0.00 | 125,817.31 | 125,817.31 | 0.00 | 0.00 | 0.00 |
| 7761 | OUTSIDE ENTITY FLOWTHRU | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 7765 | RECORDER'S ESCROW FUND | 24,948.28 | 1,014.00 | 319.00 | 25,643.28 | 0.00 | 25,643.28 |
| 7766 | ESCROW ROTARY | 672,759.03 | 233,118.96 | 0.00 | 905,877.99 | 0.00 | 905,877.99 |
| 7767 | UNIDENTIFIED DEPOSITS | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 7768 | RE TAX PYMT PRO/PRE/SALES | 0.00 | 404.97 | 0.00 | 404.97 | 0.00 | 404.97 |
| 7769 | BANKRUPTCY POST PETITION CONDU | 6,749.76 | 2,440.79 | 0.00 | 9,190.55 | 0.00 | 9,190.55 |
| 7773 | SEX OFFENDER REGISTRATION FEE | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 7774 | ARSON OFFENDER REGISTR FEE | 220.00 | 0.00 | 0.00 | 220.00 | 0.00 | 220.00 |
| 7775 | UNDIVIDED SHERIFF WEB CHECK FE | 18,651.50 | 14,166.25 | 17,272.75 | 15,545.00 | 0.00 | 15,545.00 |
| 7776 | UNDIVIDED EVIDENCE SHERIFF | 109,132.50 | 0.00 | 1,100.00 | 108,032.50 | 95.00 | 108,127.50 |
| 7777 | UNDIVIDED FEDERAL & STATE FORF | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 7778 | COURT ORDERED SHERIFF SALES | 666,073.61 | 134,300.00 | 753,229.50 | 47,144.11 | 411,989.58 | 459,133.69 |
| 7779 | UNDIVIDED DRUG TASK FORCE SEIZ | 97,980.33 | 26,444.00 | 23,898.49 | 100,525.84 | 0.00 | 100,525.84 |
| 7781 | REFUNDABLE DEPOSITS | 429,192.95 | 29,668.89 | 16,772.09 | 442,089.75 | 7,552.33 | 449,642.08 |
| 7782 | SHERIFF - LOST/ABANDONED PROPE | 44.34 | 0.00 | 0.00 | 44.34 | 0.00 | 44.34 |
| 7785 | MASSIE WAYNE CAPACITY FEES | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 7786 | PMT IN LIEU OF TAXES | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 7787 | UNDIVIDED INCOME TAX-REAL PROP | 3,360.99 | 0.00 | 0.00 | 3,360.99 | 0.00 | 3,360.99 |
| 7788 | UNDIVIDED PUBLIC UTILITY DEREG | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 7789 | FORFEITED LAND | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |

Financial Statement for 2021 Period 03



| FUND | FUND DESCRIPTION | PREVIOUS BALANCE | RECEIPTS | EXPENDITURES | CURRENT BALANCE | OUTSTANDING WARRANTS | TREASURER'S FUND BALANCE |
|------|--------------------------------|------------------|---------------|---------------|-----------------|----------------------|--------------------------|
| 6650 | GASOLINE ROTARY | 252,342.83 | 49,550.53 | 94,921.05 | 206,972.31 | 21,870.00 | 228,842.31 |
| 7707 | P.E.R.S. ROTARY | 2,741.88 | 0.00 | 0.00 | 2,741.88 | 0.00 | 2,741.88 |
| 7708 | TOWNSHIP FUND | 0.00 | 391,809.76 | 381,977.56 | 9,832.20 | 0.00 | 9,832.20 |
| 7709 | CORPORATION FUND | 2,866.94 | 2,280,801.32 | 2,267,663.65 | 16,004.61 | 0.00 | 16,004.61 |
| 7713 | WATER-SEWER ROTARY FUND | 348,812.77 | 2,394,079.86 | 2,576,948.22 | 165,944.41 | 7,066.77 | 173,011.18 |
| 7714 | PAYROLL ROTARY | 203,077.08 | 3,264,511.89 | 3,249,531.13 | 218,057.84 | 676,937.21 | 894,995.05 |
| 7715 | NON PARTICIPANT ROTARY | 1,930.80 | 5,792.40 | 1,930.80 | 5,792.40 | 0.00 | 5,792.40 |
| 7716 | SCHOOL | 0.00 | 45,100,000.00 | 45,100,000.00 | 0.00 | 0.00 | 0.00 |
| 7717 | UNDIVIDED GENERAL TAX | 140,766,666.07 | 50,008,718.79 | 47,243,477.01 | 143,531,907.85 | 37,183.62 | 143,569,091.47 |
| 7718 | TANGIBLE PERSONAL PROPERTY. | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 7719 | TRAILER (LIKE REAL ESTATE) TAX | 32,535.11 | 33,730.25 | 0.00 | 66,265.36 | 0.00 | 66,265.36 |
| 7720 | LOCAL GOVERNMENT FUND | 0.00 | 359,987.97 | 359,987.97 | 0.00 | 0.00 | 0.00 |
| 7721 | SPECIAL DISTRICTS | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 7722 | CIGARETTE LICENSE TAX | 359.63 | 0.00 | 212.77 | 146.86 | 0.00 | 146.86 |
| 7723 | GASOLINE TAX | 0.00 | 490,963.46 | 490,963.46 | 0.00 | 0.00 | 0.00 |
| 7724 | WC PORT AUTHORITY FUND | 132,518.13 | 0.00 | 0.00 | 132,518.13 | 0.00 | 132,518.13 |
| 7725 | UNDIVIDED WIRELESS 911 GOV ASS | 36,308.54 | 29,970.58 | 51,293.82 | 14,985.30 | 0.00 | 14,985.30 |
| 7726 | MOTOR VEHICLE LICENSE TAX | 0.00 | 936,748.88 | 936,748.88 | 0.00 | 0.00 | 0.00 |
| 7727 | RE RATE CORRECT/REFUNDS | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 7728 | TREASURER TAX REFUNDS | 178,107.19 | 160,129.69 | 151,656.27 | 186,580.61 | 155,948.47 | 342,529.08 |
| 7729 | CORONAVIRUS RELIEF DIST FUND | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 7731 | COUNTY LODGING TAX | 0.01 | 0.00 | 0.00 | 0.01 | 0.00 | 0.01 |
| 7734 | REAL ESTATE ADVANCE PAYMENT | 13,119.31 | 122.99 | 0.00 | 13,242.30 | 0.00 | 13,242.30 |
| 7740 | TRAILER TAX | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 7741 | LIFE INSURANCE | 19,289.54 | 10,552.50 | 10,324.67 | 19,517.37 | 0.00 | 19,517.37 |
| 7742 | LIBRARIES | 0.00 | 406,509.96 | 406,509.96 | 0.00 | 0.00 | 0.00 |
| 7744 | ARMCO PARK TOURNAMENT FEES | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |

Financial Statement for 2021 Period 03



| FUND | FUND DESCRIPTION | PREVIOUS BALANCE | RECEIPTS | EXPENDITURES | CURRENT BALANCE | OUTSTANDING WARRANTS | TREASURER'S FUND BALANCE |
|------|--------------------------------|------------------|--------------|--------------|-----------------|----------------------|--------------------------|
| 4463 | FIELDS-ERTEL AND COLUMBIA ROAD | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 4467 | COUNTY CONST PROJECTS | 7,523,317.00 | 0.00 | 27,827.12 | 7,495,489.88 | 3,211.25 | 7,498,701.13 |
| 4479 | AIRPORT CONSTRUCTION | 950,788.61 | 0.00 | 0.00 | 950,788.61 | 0.00 | 950,788.61 |
| 4484 | P&G TIF ROAD CONSTRUCTION | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 4485 | MIAMI VALLEY GAMING TIF | 1,049,671.63 | 0.00 | 865,890.00 | 183,781.63 | 0.00 | 183,781.63 |
| 4489 | TOWNE CENTER BLVD EXTENSION | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 4492 | COMMUNICATION PROJECTS | 3,771,663.63 | 0.00 | 264,476.97 | 3,507,186.66 | 0.00 | 3,507,186.66 |
| 4493 | REDEVELOPMENT TAX EQUIV FUND | 448,983.21 | 1,620,000.00 | 43,125.88 | 2,025,857.33 | 0.00 | 2,025,857.33 |
| 4494 | COURTS BUILDING | 1,954,921.58 | 0.00 | 3,713.48 | 1,951,208.10 | 3,713.48 | 1,954,921.58 |
| 4495 | JAIL CONSTRUCTION SALES TAX | 30,050,002.79 | 1,206,279.70 | 6,379,684.77 | 24,876,597.72 | 2,877.97 | 24,879,475.69 |
| 4496 | JUVENILE DETENTION ADDN & RENO | 281,460.94 | 0.00 | 0.00 | 281,460.94 | 0.00 | 281,460.94 |
| 4497 | JAIL CONSTRUCTION & REHAB | 9,961,558.75 | 0.00 | 0.00 | 9,961,558.75 | 0.00 | 9,961,558.75 |
| 4498 | COUNTY FAIRGROUNDS CONSTRUCTN | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 4499 | JUVENILE/PROBATE CT EXPANSION | 287,507.59 | 0.00 | 0.00 | 287,507.59 | 0.00 | 287,507.59 |
| 5510 | WATER REVENUE | 37,453,259.14 | 1,344,698.96 | 4,475,886.66 | 34,322,071.44 | 20,322.26 | 34,342,393.70 |
| 5574 | LOWER LITTLE MIAMI WASTEWATER | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 5575 | SEWER CONST PROJECTS | 1,260,462.36 | 1,733,849.23 | 271,503.21 | 2,722,808.38 | 0.00 | 2,722,808.38 |
| 5580 | SEWER REVENUE | 30,322,371.19 | 927,422.07 | 2,460,603.21 | 28,789,190.05 | 75,877.13 | 28,865,067.18 |
| 5581 | SEWER IMPROV-WC VOCATIONAL SCH | 233,181.09 | 5,859.79 | 0.00 | 239,040.88 | 0.00 | 239,040.88 |
| 5583 | WATER CONST PROJECTS | 1,533,269.91 | 4,102,042.78 | 640,389.18 | 4,994,923.51 | 17,840.00 | 5,012,763.51 |
| 5590 | STORM WATER TIER 1 | 111,824.22 | 0.00 | 253.79 | 111,570.43 | 0.00 | 111,570.43 |
| 6619 | VEHICLE MAINTENANCE ROTARY | 222,256.75 | 34,729.55 | 41,905.98 | 215,080.32 | 1,678.87 | 216,759.19 |
| 6630 | SHERIFF'S POLICING REVOLV FUND | 704,041.00 | 1,220,998.03 | 395,627.49 | 1,529,411.54 | 0.00 | 1,529,411.54 |
| 6631 | COMMUNICATIONS ROTARY | 284,522.94 | 35,809.75 | 7,438.15 | 312,894.54 | 0.00 | 312,894.54 |
| 6632 | HEALTH INSURANCE | 3,303,683.35 | 1,030,918.25 | 839,399.31 | 3,495,202.29 | 42,741.11 | 3,537,943.40 |
| 6636 | WORKERS COMP SELF INSURANCE | 1,266,674.67 | 593,123.51 | 28,961.36 | 1,830,836.82 | 5,557.29 | 1,836,394.11 |
| 6637 | PROPERTY & CASUALTY INSURANCE | 333,249.28 | 0.00 | 0.00 | 333,249.28 | 0.00 | 333,249.28 |

Financial Statement for 2021 Period 03



| FUND | FUND DESCRIPTION | PREVIOUS BALANCE | RECEIPTS | EXPENDITURES | CURRENT BALANCE | OUTSTANDING WARRANTS | TREASURER'S FUND BALANCE |
|------|--------------------------------|------------------|--------------|--------------|-----------------|----------------------|--------------------------|
| 2296 | COMP REHAB DWNPMT ASST COMMDEV | 47,144.73 | 0.00 | 0.00 | 47,144.73 | 0.00 | 47,144.73 |
| 2297 | ENFORCMT & EDUCATN 4511.19G5A | 120,437.43 | 266.00 | 0.00 | 120,703.43 | 0.00 | 120,703.43 |
| 2298 | REHAB INC FUNDS | 79,776.74 | 0.00 | 0.00 | 79,776.74 | 0.00 | 79,776.74 |
| 2299 | COUNTY TRANSIT | 1,400,567.74 | 13,651.38 | 398,149.81 | 1,016,069.31 | 1,047.40 | 1,017,116.71 |
| 3327 | BOND RETIREMENT SPECIAL ASSMT | 104,547.72 | 0.00 | 0.00 | 104,547.72 | 0.00 | 104,547.72 |
| 3360 | STATE OPWC LOAN | 0.00 | 112,715.70 | 0.00 | 112,715.70 | 0.00 | 112,715.70 |
| 3368 | 2013 RADIO SYSTEM BONDS | 0.00 | 918,271.25 | 0.00 | 918,271.25 | 0.00 | 918,271.25 |
| 3384 | TAX INCREMENT FINANCING - P&G | 885,399.78 | 0.00 | 0.00 | 885,399.78 | 0.00 | 885,399.78 |
| 3393 | RID BOND GREENS OF BUNNEL | 2,845,850.00 | 0.00 | 0.00 | 2,845,850.00 | 0.00 | 2,845,850.00 |
| 3395 | JAIL BONDS 2019 | 479.09 | 5,046,775.00 | 0.00 | 5,047,254.09 | 0.00 | 5,047,254.09 |
| 4401 | COUNTY WIDE FINANCIAL SOFTWARE | 212,155.46 | 0.00 | 0.00 | 212,155.46 | 0.00 | 212,155.46 |
| 4430 | DEFAULTED SUBDIVISION SPEC ASM | 399,158.40 | 0.00 | 0.00 | 399,158.40 | 0.00 | 399,158.40 |
| 4431 | SOCIALVILLEFOSTERSBRIDGE&WALL | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 4432 | EDWARDSVILLE ROAD BRIDGE | 31,044.12 | 0.00 | 0.00 | 31,044.12 | 0.00 | 31,044.12 |
| 4433 | MIDDLEBORO RD BRIDGE REHAB | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 4434 | LIBERTY WAY/MASON RD TURN LANE | 71,801.96 | 0.00 | 0.00 | 71,801.96 | 0.00 | 71,801.96 |
| 4435 | STROUT RD BRIDGE 207-0.02 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 4436 | ZOAR RD IMPROVEMENT PROJECT | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 4437 | KING AVE BRIDGE PROJECT | 66,409.39 | 0.00 | 104,112.43 | -37,703.04 | 0.00 | -37,703.04 |
| 4438 | NB COLUMBIA/3C RIGHT TURN LN | 18,796.69 | 0.00 | 0.00 | 18,796.69 | 0.00 | 18,796.69 |
| 4439 | VARIOUS WATER ASSESSMENT PROJE | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 4449 | VARIOUS SEWER ASSESSMENT PROJE | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 4450 | ESTATES OF KEEVER CREEK ROAD P | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 4451 | ROAD INFRASTRUCTURE | 14,500,000.00 | 0.00 | 0.00 | 14,500,000.00 | 0.00 | 14,500,000.00 |
| 4453 | OLD 122 & TWP LINE RD ROUNDABO | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 4454 | FIELDS-ERTEL RD IMPROV PROJ | 533,660.43 | 0.00 | 34,481.44 | 499,178.99 | 0.00 | 499,178.99 |
| 4455 | PHASE II ROAD RESURFACING | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |

Financial Statement for 2021 Period 03



| FUND | FUND DESCRIPTION | PREVIOUS BALANCE | RECEIPTS | EXPENDITURES | CURRENT BALANCE | OUTSTANDING WARRANTS | TREASURER'S FUND BALANCE |
|------|--------------------------------|------------------|------------|--------------|-----------------|----------------------|--------------------------|
| 2269 | INDIGENT DRIVER ALCOHOL TREATM | 624,987.93 | 5,752.58 | 0.00 | 630,740.51 | 0.00 | 630,740.51 |
| 2270 | JUVENILE TREATMENT CENTER | 426,839.00 | 3,726.03 | 93,374.38 | 337,190.65 | 507.75 | 337,698.40 |
| 2271 | DTAC-PROSECUTOR ORC 321.261 | 122,859.42 | 0.00 | 14,623.70 | 108,235.72 | 99.00 | 108,334.72 |
| 2272 | CP INDIGENT DRVR ALC TREATMT | 11,586.08 | 0.00 | 0.00 | 11,586.08 | 0.00 | 11,586.08 |
| 2273 | CHILDREN SERVICES | 9,218,217.14 | 339,563.86 | 639,437.26 | 8,918,343.74 | 104,675.12 | 9,023,018.86 |
| 2274 | COUNTY COURT COMPUTR 1907.261A | 65,840.02 | 1,018.00 | 54.00 | 66,804.02 | 0.00 | 66,804.02 |
| 2275 | COUNTY CRT CLK COMP 1907.261B | 11,833.59 | 2,550.08 | 0.00 | 14,383.67 | 0.00 | 14,383.67 |
| 2276 | PROBATE COMPUTER 2101.162 | 85,927.76 | 387.00 | 0.00 | 86,314.76 | 0.00 | 86,314.76 |
| 2277 | PROBATE CLERK COMPUTR 2101.162 | 231,419.01 | 1,290.00 | 0.00 | 232,709.01 | 0.00 | 232,709.01 |
| 2278 | JUVENILE CLK COMPUTR 2151.541 | 20,509.91 | 904.93 | 0.00 | 21,414.84 | 0.00 | 21,414.84 |
| 2279 | JUVENILE COMPUTER 2151.541 | 39,587.72 | 277.76 | 0.00 | 39,865.48 | 0.00 | 39,865.48 |
| 2280 | COMMON PLEAS COMPUTER 2303.201 | 54,996.74 | 1,395.00 | 0.00 | 56,391.74 | 0.00 | 56,391.74 |
| 2281 | DOMESTIC REL COMPUTER 2301.031 | 11,388.23 | 177.00 | 945.53 | 10,619.70 | 0.00 | 10,619.70 |
| 2282 | CLERK COURTS COMPUTER 2303.201 | 233,291.81 | 5,060.00 | 0.00 | 238,351.81 | 0.00 | 238,351.81 |
| 2283 | COUNTY CT SPEC PROJ 1907.24B1 | 1,812,470.17 | 16,949.96 | 1,931.80 | 1,827,488.33 | 665.00 | 1,828,153.33 |
| 2284 | COGNITIVE INTERVENTION PROGRAM | 358,969.17 | 10,675.95 | 7,717.42 | 361,927.70 | 20.00 | 361,947.70 |
| 2285 | CONCEALED HANDGUN LICENSE | 780,718.92 | 9,313.75 | 5,882.56 | 784,150.11 | 185.98 | 784,336.09 |
| 2286 | SHERIFF-DRUG LAW ENFORCEMENT | 13,751.02 | 210.00 | 175.98 | 13,785.04 | 1,615.82 | 15,400.86 |
| 2287 | SHERIFF-LAW ENFORCEMENT TRUST | 130,633.02 | 0.00 | 2,427.21 | 128,205.81 | 0.00 | 128,205.81 |
| 2288 | COMM BASED CORRECTIONS DONATIO | 7,859.23 | 0.00 | 93.60 | 7,765.63 | 0.00 | 7,765.63 |
| 2289 | COMMUNITY BASED CORRECTIONS | 295,284.58 | 0.00 | 195,631.04 | 99,653.54 | 490.00 | 100,143.54 |
| 2290 | HAZ MAT EMERG PLAN SPEC FUND | 3.84 | 0.00 | 0.00 | 3.84 | 0.00 | 3.84 |
| 2291 | SHERIFF-D.A.R.E. PROGRAM | 1,163.53 | 0.00 | 0.00 | 1,163.53 | 0.00 | 1,163.53 |
| 2292 | TRAFFIC SAFETY PROGRAM-SHERIFF | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 2293 | SHERIFF GRANTS | 64,410.00 | 40,500.00 | 29,271.50 | 75,638.50 | 0.00 | 75,638.50 |
| 2294 | SHERIFF DARE LAW ENFORC GRANT | 8,986.61 | 0.00 | 0.00 | 8,986.61 | 0.00 | 8,986.61 |
| 2295 | TACTICAL RESPONSE UNIT | 17,628.50 | 0.00 | 2,486.16 | 15,142.34 | 0.00 | 15,142.34 |

Financial Statement for 2021 Period 03



| FUND | FUND DESCRIPTION | PREVIOUS BALANCE | RECEIPTS | EXPENDITURES | CURRENT BALANCE | OUTSTANDING WARRANTS | TREASURER'S FUND BALANCE |
|------|--------------------------------|------------------|------------|--------------|-----------------|----------------------|--------------------------|
| 2237 | REAL ESTATE ASSESSMENT | 5,530,003.14 | 1,576.35 | 43,745.62 | 5,487,833.87 | 0.00 | 5,487,833.87 |
| 2238 | WORKFORCE INVESTMENT BOARD | 131,690.36 | 12,006.05 | 104,934.45 | 38,761.96 | 3,893.00 | 42,654.96 |
| 2243 | JUVENILE GRANTS | 331,263.29 | 0.00 | 6,205.65 | 325,057.64 | 0.00 | 325,057.64 |
| 2245 | CRIME VICTIM GRANT FUND | 11,449.79 | 4,644.14 | 6,135.10 | 9,958.83 | 0.00 | 9,958.83 |
| 2246 | JUVENILE INDIGENT DRIVER ALCOH | 23,733.22 | 40.50 | 0.00 | 23,773.72 | 0.00 | 23,773.72 |
| 2247 | FELONY DELINQUENT CARE/CUSTODY | 687,069.04 | 0.00 | 76,433.93 | 610,635.11 | 1,190.38 | 611,825.49 |
| 2248 | TAX CERTIFICATE ADMIN FUND | 29,203.86 | 0.00 | 374.00 | 28,829.86 | 0.00 | 28,829.86 |
| 2249 | DTAC-DELINQ TAX & ASSESS COLLE | 551,770.80 | 1,621.80 | 17,337.99 | 536,054.61 | 0.00 | 536,054.61 |
| 2250 | CERT OF TITLE ADMIN FUND | 4,443,931.07 | 158,880.60 | 91,658.92 | 4,511,152.75 | 1,632.25 | 4,512,785.00 |
| 2251 | COAP GRANT - OPIOD ABUSE PROG | 388,297.68 | 0.00 | 86,399.45 | 301,898.23 | 58,606.23 | 360,504.46 |
| 2252 | WC TECHNOLOGY CRIMES UNIT | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 2253 | COUNTY COURT PROBATION DEPT | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 2254 | CCMEP/TANF | 48,307.39 | 51,955.50 | 33,402.61 | 66,860.28 | 10,082.74 | 76,943.02 |
| 2255 | MUNICIPAL VICTIM WITNESS FUND | 122,145.70 | 0.00 | 6,552.96 | 115,592.74 | 0.00 | 115,592.74 |
| 2256 | WARREN COUNTY SOLID WASTE DIST | 1,175,368.52 | 14,062.04 | 14,470.26 | 1,174,960.30 | 861.31 | 1,175,821.61 |
| 2257 | OHIO PEACE OFFICER TRAINING | 83,007.00 | 0.00 | 0.00 | 83,007.00 | 0.00 | 83,007.00 |
| 2258 | WORKFORCE INVESTMENT ACT FUND | 74,114.39 | 48,395.58 | 78,091.89 | 44,418.08 | 28,182.83 | 72,600.91 |
| 2259 | JTPA | 1,675.19 | 0.00 | 0.00 | 1,675.19 | 0.00 | 1,675.19 |
| 2260 | OHIO WORKS INCENTIVE PROGRAM | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 2261 | PASS THROUGH GRANTS | 200.01 | 0.00 | 0.00 | 200.01 | 0.00 | 200.01 |
| 2262 | COMMUNITY CORRECTIONS MONITORI | 626,963.78 | 40,212.50 | 19,114.60 | 648,061.68 | 340.00 | 648,401.68 |
| 2263 | CHILD SUPPORT ENFORCEMENT | 887,034.37 | 202,186.26 | 259,441.01 | 829,779.62 | 77.56 | 829,857.18 |
| 2264 | EMERGENCY MANAGEMENT AGENCY | 199,458.60 | 28,505.90 | 17,315.37 | 210,649.13 | 0.00 | 210,649.13 |
| 2265 | COMMUNITY DEVELOPMENT | 619,900.36 | 10,100.00 | 69,319.21 | 560,681.15 | 4,148.75 | 564,829.90 |
| 2266 | COMM DEV-ENT ZONE MONITOR FEES | 105,563.00 | 0.00 | 0.00 | 105,563.00 | 0.00 | 105,563.00 |
| 2267 | LOEB FOUNDATION GRANT | 16,283.00 | 0.00 | 0.00 | 16,283.00 | 0.00 | 16,283.00 |
| 2268 | INDIGENT GUARDIANSHIP FUND | 224,282.18 | 1,620.00 | 152.01 | 225,750.17 | 0.00 | 225,750.17 |

Financial Statement for 2021 Period 03



| FUND | FUND DESCRIPTION | PREVIOUS BALANCE | RECEIPTS | EXPENDITURES | CURRENT BALANCE | OUTSTANDING WARRANTS | TREASURER'S FUND BALANCE |
|------|--------------------------------|------------------|--------------|--------------|-----------------|----------------------|--------------------------|
| 1101 | GENERAL FUND | 52,779,611.77 | 6,610,569.92 | 6,082,452.66 | 53,307,729.03 | 247,277.34 | 53,555,006.37 |
| 2201 | SENIOR CITIZENS SERVICE LEVY | 10,267,470.10 | 0.00 | 524,661.66 | 9,742,808.44 | 517,161.66 | 10,259,970.10 |
| 2202 | MOTOR VEHICLE | 5,770,208.79 | 1,062,911.40 | 656,781.02 | 6,176,339.17 | 9,364.72 | 6,185,703.89 |
| 2203 | HUMAN SERVICES | 1,107,680.82 | 27,896.00 | 414,944.45 | 720,632.37 | 45,825.24 | 766,457.61 |
| 2204 | COVID19 EMERGENCY RENTAL ASSIS | 7,003,129.80 | 0.00 | 0.00 | 7,003,129.80 | 0.00 | 7,003,129.80 |
| 2205 | BOARD OF DEVELOPMENTAL DISABIL | 32,864,243.77 | 227,331.68 | 1,615,295.73 | 31,476,279.72 | 191,913.35 | 31,668,193.07 |
| 2206 | DOG AND KENNEL | 831,141.95 | 18,915.91 | 35,191.30 | 814,866.56 | 2,800.60 | 817,667.16 |
| 2207 | LAW LIBRARY RESOURCES FUND | 256,373.40 | 24,833.39 | 37,501.60 | 243,705.19 | 65.00 | 243,770.19 |
| 2208 | CO&TRANSIT MEDICAID SALES TAX | 835,463.72 | 0.00 | 0.00 | 835,463.72 | 0.00 | 835,463.72 |
| 2209 | BOE ELECTIONS SECURITY GRANTS | 26,664.51 | 36.91 | 0.00 | 26,701.42 | 0.00 | 26,701.42 |
| 2210 | LOCAL CORONAVIRUS RELIEF FUND | 380.98 | 279.70 | 0.00 | 660.68 | 0.00 | 660.68 |
| 2215 | VETERAN'S MEMORIAL | 4,652.84 | 40.00 | 0.00 | 4,692.84 | 0.00 | 4,692.84 |
| 2216 | RECORDER TECH FUND 317.321 | 439,527.26 | 18,967.00 | 522.72 | 457,971.54 | 109.00 | 458,080.54 |
| 2217 | BOE TECHNOLOGY FUND 3501.17 | 1,833,096.19 | 0.00 | 0.00 | 1,833,096.19 | 0.00 | 1,833,096.19 |
| 2218 | COORDINATED CARE | 649,976.12 | 100,875.34 | 35,212.00 | 715,639.46 | 2,135.00 | 717,774.46 |
| 2219 | WIRELESS 911 GOVERNMENT ASSIST | 339,435.33 | 14,985.28 | 11,988.19 | 342,432.42 | 0.00 | 342,432.42 |
| 2220 | CP INDIGENT DRVR INTRLK/MONITG | 6,927.47 | 273.68 | 0.00 | 7,201.15 | 0.00 | 7,201.15 |
| 2221 | CC/MC INDIGENT DRIVER INTERLOC | 108,610.29 | 1,075.31 | 0.00 | 109,685.60 | 0.00 | 109,685.60 |
| 2222 | JUV INDIGENT DRIVER INTERLOCK | 1,894.87 | 0.00 | 0.00 | 1,894.87 | 0.00 | 1,894.87 |
| 2223 | PROBATE/JUVENILE SPECIAL PROJ | 258,377.16 | 2,204.92 | 2,173.70 | 258,408.38 | 0.00 | 258,408.38 |
| 2224 | COMMON PLEAS SPECIAL PROJECTS | 194,594.24 | 8,371.00 | 2,120.00 | 200,845.24 | 500.00 | 201,345.24 |
| 2227 | PROBATION SUPERVISION 2951.021 | 666,800.84 | 11,595.49 | 1,933.38 | 676,462.95 | 433.38 | 676,896.33 |
| 2228 | MENTAL HEALTH GRANT | 96,914.69 | 0.00 | 0.00 | 96,914.69 | 0.00 | 96,914.69 |
| 2229 | MUNICIPAL MOTOR VEH PERMIS TAX | 2,271,426.72 | 40,161.73 | 0.00 | 2,311,588.45 | 0.00 | 2,311,588.45 |
| 2231 | CO LODGING ADD'L 1% | 32,829.17 | 52,190.97 | 39,549.34 | 45,470.80 | 0.00 | 45,470.80 |
| 2232 | COUNTY LODGINGS TAX (FKA 7731) | 98,487.29 | 156,572.55 | 118,647.74 | 136,412.10 | 0.00 | 136,412.10 |
| 2233 | DOMESTIC SHELTER | 5,229.00 | 2,536.00 | 0.00 | 7,765.00 | 0.00 | 7,765.00 |

Resolution

Number 21-0502

Adopted Date April 13, 2021

ENTER INTO A SUBDIVISION PUBLIC IMPROVEMENT PERFORMANCE AND MAINTENANCE SECURITY AGREEMENT WITH GRAND COMMUNITIES, LLC. FOR INSTALLATION OF CERTAIN IMPROVEMENTS IN LAKESIDE AT SHAKER RUN, SECTION THREE SITUATED IN TURTLECREEK TOWNSHIP AND AUTHORIZE COUNTY ADMINISTRATOR TO SIGN DOCUMENTS RELATIVE THERETO

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

SECURITY AGREEMENT

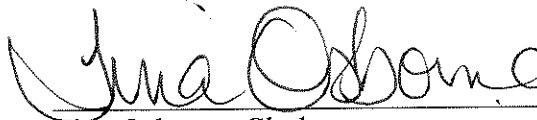
| | | |
|----------------|---|---------------------------------------|
| Bond Number | : | 21-007 (W/S) |
| Development | : | Lakeside at Shaker Run, Section Three |
| Developer | : | Grand Communities, LLC |
| Township | : | Turtlecreek |
| Amount | : | \$4,508.50 |
| Surety Company | : | RLI Insurance Company (CMS0341689) |

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

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

Resolution adopted this 13th day of April 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cgb

cc: Grand Communities, LLC., Randy Acklin, 3940 Olympic Blvd, Ste 400, Erlanger KY 41018
RLI Insurance Company, 9025 N. Lindbergh Drive, Peoria, IL 61615
Water/Sewer (file)
Bond Agreement file

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

WATER AND/OR SANITARY SEWER

Security Agreement No.

21-007 (w/s)

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

WITNESSETH:

WHEREAS, the Developer is required to install certain improvements in Lakeside at Shaker Run Subdivision, Section/Phase 3 (3) (hereinafter the "Subdivision") situated in Turtlecreek (4) Township, Warren County, Ohio, in accordance with the Warren County Subdivision regulations (hereinafter called the "Improvements"); and,

WHEREAS, it is estimated that the total cost of the Improvements is \$45,085.00, and that the Improvements that have yet to be completed and approved may be constructed in the sum of \$0.00; and,

WHEREAS, the County Commissioners require all developers to post security in the sum of one hundred thirty percent (130%) of the estimated cost of uncompleted or unapproved Improvements to secure the performance of the construction of uncompleted or unapproved Improvements in accordance with Warren County subdivision regulations and to require all Developers to post security in the sum of twenty percent (~~20%~~) of the estimated total cost of the Improvements after the completion of the Improvements and their tentative acceptance by the County Commissioners to secure the performance of all maintenance upon the Improvements as may be required between the completion and tentative acceptance of the Improvements and their final acceptance by the County Commissioners.

0%
KA

NOW, THEREFORE, be it agreed:

1. The Developer will provide **performance security** to the County Commissioners in the sum of \$0.00 to secure the performance of the construction of the uncompleted or unapproved Improvements in accordance with Warren County subdivision regulations (hereinafter the Performance Obligation). If any sum greater than zero (0) is inserted herein, the **minimum performance security** shall be twenty percent (20%) of the total cost of the Improvements.

2. The County Commissioners will, upon approval of the County Engineer of all Improvements in the Subdivision, tentatively accept all Improvements.
3. The Developer shall be in default of the Performance Obligation if the construction or installation of any Improvement by the Developer is not completed within 1 years from the date of the execution of this agreement, as determined by the County Engineer. The same shall apply whenever construction of the Improvements is not performed in accordance with the Warren County subdivision regulations.
4. The condition of the Performance Obligation shall be that whenever the Developer shall be declared by the County Commissioners to be in default, the Surety and the Developer shall, upon written notification of default by the County Commissioners to the Surety promptly make sufficient funds available to the County Commissioners to pay the cost of the completion of the construction of the uncompleted or unapproved Improvements in accordance with Warren County subdivision regulations, including any costs incurred by the County Commissioners which are incidental to the completion of the construction of the uncompleted or unapproved Improvements, including, but not limited to costs associated with publication of legal notices, preparation of such additional plans, specifications and drawings as may, in the judgment of the County Commissioners, be necessary, preparation of bid documents, etc., but not exceeding the amount set forth in Item 1 hereof. The Developer shall have the opportunity to respond in writing within two (2) weeks of receipt of notice of intent to find the Developer in default. In the case that the performance security given is in the form of a cashier's check or certified check provided directly to the County Commissioners, the County Commissioners may apply such funds as set forth herein upon notification of default to the Surety. The determination of the amount of funds to be disbursed by Surety to the County Commissioners as set forth in the aforesaid notification is final and binding upon the parties hereto. However, the foregoing shall not release Developer from any liability for any deficiency between the amount of funds disbursed and the actual costs incurred by the County Commissioners in the completion of the construction or installation of the uncompleted or unapproved Improvements and Developer expressly agrees to be liable to the County Commissioners for any such deficiency.
5. **The County Commissioners, the Developer and Surety mutually agree that the Performance Obligation created herein shall continue until the completion of the installation of the Improvements in accordance with Warren County subdivision regulations and that upon the Improvements having been inspected and approved for two years maintenance, the Performance Obligation shall become null and void after the Developer posts the maintenance security provided for herein.**
6. The Developer will provide **maintenance security** to the County Commissioners in the sum of \$4,508.50 to secure the performance of all maintenance upon the Improvements as determined to be necessary by the County Engineer (hereinafter the Maintenance Obligation). In no event shall the sum provided for herein be less than twenty percent (20%) of the estimated total cost of the Improvements as set forth above.

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

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

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

A. To the County Commissioners:

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

B. To the County Engineer:

Warren County Engineer
105 Markey Road
Lebanon, OH 45036
Ph. (513) 695-3336

C. To the Developer:

Grand Communities, LLC
Randy Acklin
3940 Olympic Boulevard, Suite 400
Erlanger, KY 41018
Ph. (859) 344 - 3131

D. To the Surety:

RLI Insurance Company

9025 N. Lindbergh Drive

Peoria, IL 61615

Ph. (312) 445 - 9742

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

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

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

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

 Original Escrow Letter (attached)

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

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

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

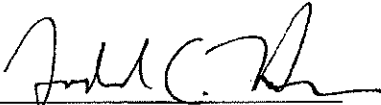
16. **In the event that Surety shall fail to make funds available to the County Commissioners in accordance with Paragraphs 4 or 9, as applicable, within thirty (30) days after notification of default, then amounts due shall bear interest at eight per cent (8%) per annum.**

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

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

DEVELOPER:

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

SIGNATURE: 

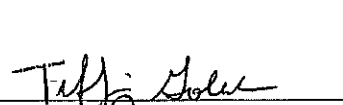
PRINTED NAME: Todd E. Huss

TITLE: President

DATE: 3-5-21

SURETY:

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

SIGNATURE: 

PRINTED NAME: Tiffany Gobich

TITLE: Attorney-in-Fact

DATE: 3-4-21

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN EXECUTION WHEREOF, the Warren County Board of County Commissioners have caused this security agreement to be executed by the ~~President of the Board~~ ^{County Administrator}, on the date stated below, pursuant to Board Resolution Number 21.0502, dated 4/13/21.

WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS

SIGNATURE: Tiffany Zindel

PRINTED NAME: Tiffany Zindel

TITLE: ~~President~~ County Administrator

DATE: 4.13.21

RECOMMENDED BY:

By: [Signature]
COUNTY ENGINEER

APPROVED AS TO FORM:

By: [Signature]
COUNTY PROSECUTOR

Key:

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

Bond No. CMS0341689

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS, Grand Communities, LLC, 3940 Olympic Blvd., Suite 400, Erlanger, KY 41018 as Principal, and RLI Insurance Company, a corporation organized under the laws of the Illinois with principal place at 9025 N. Lindbergh Drive, Peoria, IL 61615, as Surety, are held and firmly bound unto Warren County Commissioners, 406 Justice Drive, Lebanon, OH 45036 (hereinafter called Obligee) in the penal sum of Four Thousand Five Hundred Eight and 50/100 Dollars, (\$ 4,508.50), for payment of which, well and truly to be made, we do hereby bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

DATED this 27th day of January, 2021.

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

Water Main in Lakeside Condominiums Section 3 Subdivision

Warren County, Ohio

and

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

NOW THEREFORE, THE CONDITION OF THE OBLIGATION IS SUCH, That is said Principal shall, for a period of One (1) year(s) from and after the 27th day of January, 2021, indemnify the Obligee against any loss or damage directly arising by reason of any defect in the material or workmanship which may be discovered within the period aforesaid, then this obligation shall be void; otherwise to be and remain in full force and virtue in law.

PROVIDED, HOWEVER, that in the event of any default on the part of said Principal, written statement of the particular facts showing such default and the date hereof shall be delivered facts showing such default and the date thereof shall be delivered to the Surety by certified mail, at its Home Office in 9025 N. Lindbergh Drive, Peoria, IL 61615 promptly an in any event within thirty (30) days after the Obligee or his representative shall learn of such default; and that no claim suit, or action by reason of any default of the Principal shall be brought hereunder after the expiration of thirty (30) days from the end of the maintenance period as herein set forth.

Grand Communities, LLC
A Kentucky Limited Liability Company

Principal
By: Todd E. Huss

Its: Todd E. Huss, President

RLI Insurance Company

Surety
By: Tiffany Gobich
Tiffany Gobich

Its: Attorney-in-Fact

POWER OF ATTORNEY

RLI Insurance Company Contractors Bonding and Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615
Phone: 800-645-2402

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **RLI Insurance Company and/or Contractors Bonding and Insurance Company**, each an Illinois corporation, (separately and together, the "Company") do hereby make, constitute and appoint:

Dan E. Ries, Susan A. Yeazell, Tiffany Gobich, Julie L. Cline, jointly or severally

in the City of Cincinnati, State of Ohio its true and lawful Agent(s) and Attorney(s) in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed Twenty Five Million Dollars (\$25,000,000.00) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

RLI Insurance Company and/or Contractors Bonding and Insurance Company, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and is now in force, to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the **RLI Insurance Company and/or Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 7th day of July, 2020.



**RLI Insurance Company
Contractors Bonding and Insurance Company**

By: Barton W. Davis
Barton W. Davis Vice President

State of Illinois }
County of Peoria } SS

CERTIFICATE

On this 7th day of July, 2020, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company and/or Contractors Bonding and Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

I, the undersigned officer of **RLI Insurance Company and/or Contractors Bonding and Insurance Company**, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company and/or Contractors Bonding and Insurance Company** this 27th day of January, 2021.

By: Catherine D. Glover
Catherine D. Glover Notary Public

**RLI Insurance Company
Contractors Bonding and Insurance Company**

By: Jeffrey D. Fick
Jeffrey D. Fick Corporate Secretary



*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 21-0503

Adopted Date April 13, 2021

APPROVE VARIOUS RECORD PLATS

BE IT RESOLVED, upon recommendation of the Warren County Regional Planning Commission, to approve the following Record Plats and authorize County Administrator to sign documents relative thereto:

- Lakeside at Shaker Run, Section Three – Turtlecreek Township

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

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

Resolution adopted this 13th day of April 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Plat File
RPC

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

Resolution

Number 21-0504

Adopted Date April 13, 2021

APPROVE OPERATIONAL TRANSFER FROM COMMISSIONERS FUND #11011112 INTO CHILDREN SERVICES FUND #2273

WHEREAS, the Warren County Children Services has requested that the second quarter of their 2021 local share be transferred into the Children Services Fund #2273; and

NOW THEREFORE BE IT RESOLVED, to approve the following operational transfer:

| | | | |
|--------------|------|----------------|--|
| \$162,041.50 | from | #11011112-5749 | (Commissioners Grants - Children Services) |
| | into | #2273-49000 | (Children Services - Operating Transfers) |

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

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

Resolution adopted this 13th day of April 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

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

Resolution

Number 21-0505

Adopted Date April 13, 2021

APPROVE AN APPROPRIATION ADJUSTMENT WITHIN RECORDS CENTER AND ARCHIVES #11011500

BE IT RESOLVED, to approve the following appropriation adjustment:


\$3,500.00 from #11011500-5820 (Health and Life Insurance)
 into #11011500-5317 (Non-Capital Purchases)

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

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

Resolution adopted this 13th day of April 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor
Appropriation Adjustment file
Records Center & Archives (file)

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

Resolution

Number 21-0506

Adopted Date April 13, 2021

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

BE IT RESOLVED, to approve the following appropriation adjustment:


\$389.05 from #11012300-5910 (Other Expense)
 into #11012300-5317 (Non-Capital Purchases)

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

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

Resolution adopted this 13th day of April 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

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

Resolution

Number 21-0507

Adopted Date April 13, 2021

APPROVE APPROPRIATION ADJUSTMENTS WITHIN HUMAN SERVICES FUND 2204

BE IT RESOLVED, to approve the following appropriation adjustments:

| | | | |
|-------------|------|---------------|---------------------------|
| \$80,000.00 | from | 22045310 5910 | (Other Expenses) |
| | into | 22045310 5102 | (Regular Salaries) |
| \$5,000 | from | 22045310 5910 | (Other Expenses) |
| | into | 22045310 5114 | (Overtime) |
| \$12,000 | from | 22045310 5910 | (Other Expenses) |
| | into | 22045310 5811 | (PERS) |
| \$1,200 | from | 22045310 5910 | (Other Expenses) |
| | into | 22045310 5871 | (Medicare) |
| \$5,000 | from | 22045310 5910 | (Other Expenses) |
| | into | 22045310 5210 | (Material & Supplies) |
| \$5,500 | from | 22045310 5910 | (Other Expenses) |
| | into | 22045310 5820 | (Health & Life Insurance) |
| \$1,200 | from | 22045310 5910 | (Other Expenses) |
| | into | 22045310 5430 | (Utilities) |
| \$5,000 | from | 22045310 5910 | (Other Expenses) |
| | into | 22045310 5830 | (Workers Comp) |
| \$5,000 | from | 22045310 5910 | (Other Expenses) |
| | into | 22045310 5840 | (Unemployment) |

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

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

Resolution adopted this 13th day of April 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Appropriation Adj. file
Human Services (file)

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

Resolution

Number 21-0508

Adopted Date April 13, 2021

APPROVE REQUISITIONS AND AUTHORIZE COUNTY ADMINISTRATOR TO SIGN DOCUMENTS RELATIVE THERETO

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

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

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

Resolution adopted this 13th day of April 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Commissioners' file

REQUISITIONS

| Department | Vendor Name | Description | Amount |
|------------|----------------|--|---------|
| ENG | BLANKET VENDOR | TEMP EASE FOR THE WAYNESVILLE RD BRIDG | \$ 1.00 |

PO CHANGE ORDER

| Department | Vendor Name | Description | Amount |
|------------|-----------------|------------------------|--------------------------|
| WAT | BUILDING CRAFTS | RAR SOFTENING UPGRADES | \$ 1,306,583.67 DECREASE |

4/13/2021 APPROVED:



Tiffany Zindel, County Administrator