

# Resolution

Number 24-0505

Adopted Date April 16, 2024

**HIRING CASSIDY STANFORTH AS CASHIER RECEPTIONIST, WITHIN THE BUILDING AND ZONING DEPARTMENT**

BE IT RESOLVED, to hire Cassidy Stanforth as Cashier Receptionist within the Warren County Building and Zoning Department, classified, full-time permanent, non-exempt status (40 hours per week), pay grade #12, \$19.45 per hour, effective April 22, 2024, subject to a negative drug screen, background check and a 365-day probationary period.

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 16<sup>th</sup> day of April 2024.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Krystal Powell, Clerk

HR

cc: Building/Zoning (file)  
C. Stanforth's Personnel file  
OMB – Sue Spencer

# Resolution

Number 24-0506

Adopted Date April 16, 2024

APPROVING RECLASSIFICATION OF ASHLIN BENNE FROM ASSESSMENT/  
INVESTIGATIVE CASEWORKER I TO ASSESSMENT/INVESTIGATIVE CASEWORKER  
II WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES,  
CHILDREN SERVICES DIVISION

WHEREAS, the Deputy Director of Children Services has indicated that Ms. Benne has completed the required CORE training for the position and desires to reclassify her to said position.

NOW THEREFORE BE IT RESOLVED, to reclassify Ashlin Benne the position of Assessment/Investigative Caseworker II, non-exempt, pay range #16, \$22.39 per hour, under the Warren County Department of Job and Family Services, Children Services Compensation Schedule, effective pay period beginning April 20, 2024, and

BE IT FURTHER RESOLVED, Ms. Benne will receive the typical three percent (3%) increase upon completion of her year probation in December 2024.

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

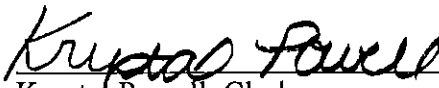
Mr. Young – yea

Mr. Grossmann – yea

Mrs. Jones – yea

Resolution adopted this 16<sup>th</sup> day of April 2024.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Krystal Powell, Clerk

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

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

# Resolution

Number 24-0507

Adopted Date April 16, 2024

APPROVING THE END OF A 365-DAY PROBATIONARY PERIOD AND A PAY INCREASE FOR TIM SIMPSON WITHIN THE WARREN COUNTY TELECOMMUNICATIONS DEPARTMENT

WHEREAS, Tim Simpson, Telecom Technologist within the Warren County Telecommunications Department, has successfully completed a 365-day probationary period.

NOW THEREFORE BE IT RESOLVED, to approve Tim Simpson's completion of 365-day probationary period and to approve a pay increase to end of probationary rate of \$24.87 per hour effective pay period beginning April 20, 2024.

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 16<sup>th</sup> day of April 2024.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Krystal Powell, Clerk

cc: Telecom (file)  
T. Simpson's Personnel File  
OMB – Sue Spencer

# Resolution

Number 24-0508

Adopted Date April 16, 2024

APPROVING THE END OF A 365-DAY PROBATIONARY PERIOD AND A PAY INCREASE FOR CHARLES ZUGARO WITHIN THE WARREN COUNTY TELECOMMUNICATIONS DEPARTMENT

WHEREAS, Charles Zugaro, Infrastructure Systems Analyst within the Warren County Telecommunications Department, has successfully completed a 365-day probationary period.

NOW THEREFORE BE IT RESOLVED, to approve Charles Zugaro's completion of 365-day probationary period and to approve a pay increase to end of probationary rate of \$24.87 per hour effective pay period beginning April 20, 2024.

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 16<sup>th</sup> day of April 2024.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Krystal Powell, Clerk

cc: Telecom (file)  
C. Zugaro's Personnel File  
OMB – Sue Spencer

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

# Resolution

Number 24-0509

Adopted Date April 16, 2024

**APPROVING APPOINTMENT AND REAPPOINTMENTS TO OHIO PUBLIC WORKS  
COMMISSION DISTRICT 10 INTEGRATING COMMITTEE**

BE IT RESOLVED, to approve the following appointment and reappointments to the Ohio Public Works Commission District 10 Integrating Committee (3-year terms); terms commencing June 1, 2024.

Kurt Weber, Chief Deputy Engineer (*new appointment*) term to expire May 31, 2027  
Dominic Brigano, Engineer's Office – alternate

Stan Williams, Regional Planning Commission term to expire May 31, 2027  
Duncan McDonel, Regional Planning Commission – alternate

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 16<sup>th</sup> day of April 2024.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Krystal Powell, Clerk

/lkl

cc: Appointments file  
Appointees  
Issue 2 file  
Engineer (file)  
RPC (file)  
LibbyLB@MUohio.edu

# Resolution

Number 24-0510

Adopted Date April 16, 2024

APPROVING A NOTICE OF INTENT TO AWARD BID TO JTM SMITH CONSTRUCTION, INC FOR THE STEPHENS ROAD BRIDGE #158-0.92 REPLACEMENT PROJECT

WHEREAS, bids were closed at 9:30 a.m., on April 9, 2024, and the bids received were opened and read aloud for the Stephens Road Bridge #158-0.92 Replacement Project, and the results are on file in the Commissioners' Office; and

WHEREAS, upon review of such bids by Ronald Hessler, Project Engineer, JTM Smith Construction, Inc. has been determined to be the lowest and best bidder.

NOW THEREFORE BE IT RESOLVED, upon recommendation of the Warren County Engineer, that it is the intent of this Board to award the contract to JTM Smith Construction, Inc., P.O. Box 223, Fayetteville, Ohio, 45118 for a total bid price of \$539,516.47; and

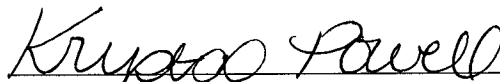
BE IT FURTHER RESOLVED, that the President of the Board is hereby authorized to execute a "Notice of Intent to Award."

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

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

Resolution adopted this 16<sup>th</sup> day of April 2024.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Krystal Powell, Clerk

cc: Engineer (file)  
OMB Bid file

# Resolution

Number 24-0511

Adopted Date April 16, 2024

APPROVING A NOTICE OF INTENT TO AWARD BID TO M.P. DORY COMPANY FOR THE 2024 GUARDRAIL REPLACEMENT PROJECT

WHEREAS, bids were closed at 10:00 a.m., on April 10, 2024, and the bids received were opened and read aloud for the 2024 Guardrail Replacement Project, and the results are on file in the Commissioners' Office; and

WHEREAS, upon review of such bids by Logan Smith, Project Engineer, M. P. Dory Company has been determined to be the lowest and best bidder.

NOW THEREFORE BE IT RESOLVED, upon recommendation of the Warren County Engineer, that it is the intent of this Board to award the contract to M. P. Dory Company, 2001 Integrity Drive., Columbus, Ohio, 43209 for a total bid price of \$213,298.50; and

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

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

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

Resolution adopted this 16<sup>th</sup> day of April 2024.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Krystal Powell, Clerk

cc: Engineer (file)  
OMB Bid file

# Resolution

Number 24-0512

Adopted Date April 16, 2024

ENTERING INTO A STATEMENT OF WORK AGREEMENT WITH LANGUAGE LINE SERVICES, INC. ON BEHALF OF WARREN COUNTY CHILDREN SERVICES

BE IT RESOLVED, to enter into a Statement of Work agreement, for interpreting services, on behalf of Warren County Children Services; copy of agreement is attached hereto and made a part hereof.

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

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

Resolution adopted this 16<sup>th</sup> day of April 2024.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Krystal Powell, Clerk

jc/

cc: c/a—Language Line Services, Inc.  
Children Services (file)



# Statement of Work

## Interpretation and Translation Services and Related Services Contract #R210605 Administered by OMNIA Partners

Participating Public Agency ("Customer"): <b>Warren County Children Services</b>	Customer # (if applicable): <b>26492</b>
OMNIA Participation ID: <b>2548685</b>	

This Statement of Work is subject to cooperative purchasing Contract #R210605 (the "Contract") between Region 4 Education Service Center, administered by OMNIA Partners, Public Sector ("OMNIA") on behalf of Participating Public Agencies, and Language Line Services, Inc. ("Company") for Interpretation and Translation Services and Related Solutions. This document is the sole document that reflects Customer's participation in the Contract and pricing for these services. This document must be signed by an authorized representative of you, the Customer. Pricing is only final upon a signature by an authorized officer of Language Line Services. Pricing changes, if any, will be made on next full monthly billing cycle.

### 1. LANGUAGELINE PHONE INTERPRETING

#### 1.1. SCOPE OF WORK

- (a) **DESCRIPTION OF SERVICES.** LanguageLine will provide qualified and trained interpreters for Phone Interpreting to facilitate effective communication between Customer's service providers and Limited English Proficient (LEP) individuals by converting spoken language statements between English and another language.
- (b) **SERVICE DELIVERY.** Services are delivered on-demand via telephone, as initiated by Customer's service providers and invoiced monthly following service delivery. Services are available twenty-four (24) hours a day; seven (7) days a week; 365 days a year, including holidays, in over 240 spoken languages.

#### 1.2. PHONE INTERPRETING FEES

- (a) **PER MINUTE USAGE FEES** for LanguageLine Phone and InSight Audio Interpreting

Language Tiers	Languages	Per Minute Charge
1	Spanish	\$0.64
2	All other languages	\$0.69

#### 1.3. PHONE INTERPRETING EQUIPMENT

- (a) **OPTIONS AND DEFINITIONS.** Equipment purchase and lease options are available for the equipment identified below for use with the Phone Interpreting services. All Equipment requests must be submitted in writing over the term of this Agreement and the appropriate fees will apply.
- (b) **PHONE INTERPRETING EQUIPMENT LEASE FEES.** A monthly lease fee per unit applies, and the Equipment remains the property of LanguageLine. The monthly fee covers the cost of equipment programming and providing any necessary replacements and maintenance.
  - 1Solution™ Analog Dual Handset Phone..... \$4.50
  - 1Solution Dual Handset IP Phone..... \$12.50
  - Panasonic® Cordless Phone with Dual Handsets ..... \$10.50
- (c) **PHONE INTERPRETING LEASED EQUIPMENT ADDITIONAL TERMS.** Upon the termination of the Agreement, Customer shall, at its cost, return the Equipment to Language Line Services within thirty (30) days following the termination date. Customer acknowledges that ownership of the Equipment remains with Language Line Services, and that the Equipment must be returned upon the termination of the Agreement.
- (d) **PHONE INTERPRETING EQUIPMENT PURCHASES.** The following Equipment is available for purchase from LanguageLine during the life of the agreement. Upon depletion of current Equipment models and release of new Equipment models, updated pricing will automatically

# Statement of Work

## Interpretation and Translation Services and Related Services Contract #R210605 Administered by OMNIA Partners

apply. Purchased equipment is covered by a one-year replacement warranty from the manufacturer. Standard rates at the time of purchase will apply. If applicable, proof of sales tax exemption must be provided to TaxDepartment@languageline.com and ContractAdministrationTeam@languageline.com. Details will be available from your Account Executive.

1Solution Analog Dual Handset Phone .....	\$60.00
1Solution Dual Handset IP Phone .....	\$150.00
Panasonic Cordless Phone with Dual Handsets .....	\$60.00
Panasonic Headset .....	\$25.00
Handsets with Splitter .....	\$10.00
Handset Splitters (price per unit) .....	\$6.00
Wall Splitters (price per unit) .....	\$6.00

### 2. LANGUAGELINE DIRECT RESPONSE

#### 2.1. SCOPE OF WORK

- (a) **DESCRIPTION OF SERVICES.** LanguageLine will provide qualified and trained interpreters for Phone Interpreting to facilitate effective communication between Customer's service providers and Limited English Proficient (LEP) individuals by converting spoken language statements between English and another language.

##### STANDARD

- Standard in-language prompts for greeting messages, language menu, and hold/dial-out message
- Prompts recorded by a LanguageLine® Certified linguist
- Custom LanguageLine call flow and call routing
- Capability to integrate with Customer's IVR
- Capability to transmit call to Customer's Direct Inward Dial (DID) number

##### PREMIUM

- Customizable in-language prompts for greeting messages, language menu, and hold/dial-out message
- Prompts recorded by a LanguageLine® Certified linguist
- Custom LanguageLine call flow and call routing
- Customizable options menu
- Capability to integrate with Customer's IVR
- Capability to transmit call to Customer's Direct Inward Dial (DID) number

- (b) **SERVICE DELIVERY.** Services are delivered on-demand via telephone, as initiated by Limited English Proficient (LEP) individuals and routed directly to Customer's service providers, and invoiced monthly following service delivery. Services are available twenty-four (24) hours a day; seven (7) days a week; 365 days a year, including holidays.

#### 2.2. DIRECT RESPONSE FEES

(a) <b>STANDARD</b> .....	\$350.00
(b) <b>PREMIUM</b> per language .....	\$650.00
(c) <b>DEDICATED TOLL-FREE LINE</b> per line .....	\$150.00
(d) <b>INCREMENTAL PRICE PER MINUTE</b> applied to Customer's contracted per minute usage fees for LanguageLine Phone Interpreting .....	\$0.25

### 3. LANGUAGELINE INSIGHT VIDEO INTERPRETING

#### 3.1. SCOPE OF WORK

- (a) **DESCRIPTION OF SERVICES.** LanguageLine will provide qualified and trained interpreters for InSight Video Interpreting to facilitate effective communication between Customer's service providers and Limited English Proficient (LEP) individuals by converting spoken or

# Statement of Work

## Interpretation and Translation Services and Related Services Contract #R210605 Administered by OMNIA Partners

signed language statements between English and another language. Equipment purchases are optional.

- (b) **SERVICE DELIVERY.** Services are delivered on-demand via a native iOS or Android Application (the "App") or a Mac/PC using a Chrome, Edge, or Firefox browser. Each call has full end-to-end encryption ensuring privacy. Services are available 24/7 for ASL, Spanish, Mandarin, Arabic, Polish, Cantonese, French, Korean, Portuguese, Vietnamese and Russian, and during business or extended business hours for 30 or more additional languages of lesser diffusion.

**3.2. INSIGHT VIDEO INTERPRETING FEES**

- (a) **ACTIVATION** Monthly Service Fee or One-Time Fee..... Waived
- (b) **PER MINUTE USAGE FEES** for LanguageLine InSight Video Interpreting Based on Total Volume

Sign Language Per Minute Charge	Spanish Per Minute Charge	Other Spoken Languages Per Minute Charge
\$2.25	\$1.50	\$1.85

**4. LANGUAGE ONSITE INTERPRETING**

**4.1. SCOPE OF WORK**

- (a) **DESCRIPTION OF SERVICES.** LanguageLine will provide highly qualified interpreters in-person (physical onsite) at Customer's business locations or using Customer's online conferencing platform (virtual onsite) to perform consecutive interpreting between Customer's Service Providers and Limited English Proficient (LEP) individuals, by converting spoken or signed language statements between English and another language.
- (b) **SERVICE DELIVERY**
  - Services are available by assignment, with language availability dependent upon regional resources.
  - Virtual onsite assignments using Customer's online conferencing platform may be requested **1-2 days in advance** at 1-888-225-6056, option 1 or [onsiterequests@languageline.com](mailto:onsiterequests@languageline.com).
  - Physical onsite assignments at Customer's business locations may be requested up to **5 days in advance** at 1-888-225-6056, option 1 or [onsiterequests@languageline.com](mailto:onsiterequests@languageline.com).
  - Business locations (city/state/region) where physical onsite assignments will be requested:

City and State: <b>Lebanon, OH</b>
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**4.2. LANGUAGELINE ONSITE INTERPRETING FEES**

- (a) **MINIMUM ASSIGNMENT TIME** is two (2) hours, with time beyond minimum assignment time billed in 15-minute increments.
- (b) **MILEAGE/TRAVEL REIMBURSEMENT**
  - Charged at the prevailing IRS rate, currently \$0.67 per mile.
  - For one-way travel exceeding 60 miles, travel time may be charged at the applicable hourly rate.
  - Parking/tolls charged if applicable.

# Statement of Work

## Interpretation and Translation Services and Related Services Contract #R210605 Administered by OMNIA Partners

- (c) **CANCELATION.** Assignments canceled with less than one full business days' notice will be charged at the applicable rate for the greater of the minimum assignment time or reserved time for the assignment.

### 4.3. PRICING TABLE.

Rate	Spanish	American Sign Language	Other Spoken Languages
Standard Hourly Rate	\$75.00	\$100.00	\$90.00
Non-Standard Hourly Rate	\$112.50	\$150.00	\$135.00
Emergency/Holiday Hourly Rate	\$150.00	\$200.00	\$180.00

- (a) Standard Hourly Rate is applied for assignments between 8:00 a.m. and 5:00 p.m. local time Monday through Friday, with more than one full business days' notice.
- (b) Non-Standard Hourly Rate is applied for assignments occurring before 8:00 a.m. or after 5:00 p.m. local time Monday through Friday, Saturday/Sunday or for assignments with less than one full business days' notice.
- (c) Emergency/Holiday Rate is applied for assignments with less than one hour's notice or assignments on federally recognized holidays. Emergency service not available in all areas.

## 5. LANGUAGELINE TESTING & TRAINING

### 5.1. SCOPE OF WORK

- (a) **DESCRIPTION OF SERVICES.** Testing and training programs assess Customer's bilingual staff and interpreters' ability to provide quality, careful communication and proficiency in two languages, as well as competence in the requisite medical or other industry-specific vocabulary. Programs focus on the critical interpretation skills of accuracy, efficiency, and cultural competency. Tests and training courses are delivered remotely by assessors with a proven internal record of superior performance as an interpreter and typically hold advanced degrees in language related fields. The content and curricula have been developed in conjunction with leading academic experts and validated by psychometricians.
- (b) **DELIVERABLES.**
- Assessments and courses offered in 46 languages.
  - Test results delivered within 5 business days.
  - Training deliverables will be agreed-upon at the beginning of the project.

### 5.2. LANGUAGELINE TESTING AND TRAINING FEES

- (a) **CANCELATION**
- Cancellation policy for live Language Tests:

Notice	Credit
At least three business days' notice	Credit in full
Less than three business days' notice	Credit at 50% of fee
One business day or less notice	No credit

- Training courses can be rescheduled or canceled only by the person who submitted the original Training Registration Form.
  - Written cancellation of onsite training courses with at least 10 business days' notice prior to the course start date will be fully credited.
  - Written cancellation of web training courses with at least three business days' notice prior to the Learning Management System registration will be credited in full.
  - To reschedule or cancel, please e-mail [LLA@LanguageLine.com](mailto:LLA@LanguageLine.com).
- (b) **PRICING TABLES.** Prices are in U.S. dollars, per individual test or course, and are subject to change.

# Statement of Work

## Interpretation and Translation Services and Related Services Contract #R210605 Administered by OMNIA Partners

### Language Skills Test Fees

Language Test Name	1-49* Tests	50-99* Tests	100- 499* Tests	500* or More
Language Proficiency Test (LPT)	\$165	\$155	\$145	\$135
Specialty LPT	\$200	\$200	\$200	\$200
eLanguage Proficiency Test (eLPT)	\$150	\$140	\$130	\$115
Specialty eLPT	\$185	\$185	\$185	\$185
Bilingual Fluency Assessment (BFA)	\$145	\$135	\$120	\$115
Specialty BFA	\$175	\$175	\$175	\$175
eBilingual Fluency Assessment (eBFA)	\$135	\$120	\$110	\$105
Specialty eBFA	\$155	\$155	\$155	\$155
Bilingual Fluency Assessment for Clinicians	\$160	\$150	\$140	\$135
Specialty BFAC	\$190	\$190	\$190	\$190
eBilingual Fluency Assessment for Clinicians	\$145	\$135	\$120	\$115
Specialty eBFAC	\$175	\$175	\$175	\$175

### Interpreter Skills Test Fees

Interpreter Test Name	1-49* Tests	50-99* Tests	100- 499* Tests	500* or More
Interpreter Readiness Assessment (IRA)	\$155	\$145	\$135	\$125
eInterpreter Readiness Assessment (eIRA)	\$140	\$125	\$115	\$110
Interpreter Skills Test (IST)	\$200	\$185	\$165	\$150
Specialty IST	\$225	\$225	\$225	\$225
eInterpreter Skills Test (eIST)	\$185	\$165	\$150	\$135
Specialty eIST	\$200	\$200	\$200	\$200
Medical Certification Test (MCT)	\$220	\$210	\$195	\$185
Court Certification Test (CCT)	\$220	\$210	\$195	\$185

### Interpreter Training Course Fees

Course Title	Training Delivery	1-4* Courses	5-9* Courses	10* or More
Fundamentals of Interpreting	Web	\$445	\$400	\$285
Advanced Medical Training (AMT)	Web	\$575	\$520	\$500
Module 1 - Medical Interpreter Training: Professional Skills and Ethics	Phone or Onsite	**	\$390	\$290
Module 1 - Medical Interpreter Training: Professional Skills and Ethics	Web	\$230	\$230	\$175
Module 2 – Medical Interpreting Training: Working in the Healthcare System	Phone or Onsite	**	\$520	\$400
Module 2 – Medical Interpreting Training: Working in the Healthcare System	Web	\$290	\$290	\$230
Module 3 – Medical Interpreter Training: Terminology and Advanced Skills	Phone or Onsite	**	\$520	\$400

# Statement of Work

## Interpretation and Translation Services and Related Services Contract #R210605 Administered by OMNIA Partners

Module 3 – Medical Interpreter Training: Terminology and Advanced Skills	Web	\$290	\$290	\$230
Combined Modules – Intensive Advanced Medical Interpreter Training (2 of the 3 above modules)	Phone or Onsite	**	\$805	\$635
Combined Modules – Intensive Advanced Medical Interpreter Training (2 of the 3 above modules)	Web	\$460	\$460	\$345

- eTests will be billed when the test link is delivered to the client.
- \*Group discounts for tests are applied once the minimum number of tests have been completed within the calendar year. Group training discounts are based on the actual number of participants.
- \*\*Delivered via phone or onsite, and requires a minimum of 5 participants to conduct the training.
- A training manual may be purchased for \$69 with the advanced Medical Interpreter Training. A training manual with in-language glossary may be purchased for \$99 with the advanced Medical Interpreter Training.
- Interpreter association members qualify for group discounts upon submission of a copy of their membership card to [LLA@languageline.com](mailto:LLA@languageline.com).
- Group training discounts are based on the actual number of participants.

### 6. LANGUAGELINE TRANSLATION AND LOCALIZATION

#### 6.1. SCOPE OF WORK

- (a) **DESCRIPTION OF SERVICES.** LanguageLine utilizes ISO-certified workflows to convert CUSTOMER's written and/or digital content between languages with attention to accuracy, tone, style, and attention to regional language and cultural sensitivities, including:
- Translation of written text
  - Modifying graphics and design to properly display translated text
  - Changing content to suit preferences
  - Converting to local currencies and units of measurement
  - Using proper formatting for elements like dates, addresses, and phone numbers
  - Addressing local regulations and legal requirements
- (b) **DELIVERABLES.**
- Services may be requested at <https://www.languageline.com/s/RequestAQuote> , via email to [translation@languageline.com](mailto:translation@languageline.com) or by calling 1-800-878-8523.
  - LanguageLine will provide all deliverables as agreed-upon at the beginning of the project.

**6.2. PRICING TABLES.** Translation fees, which include Translation and copyediting, are based on the English word count.

TIERS	BI-DIRECTIONAL: ENGLISH>LANGUAGE AND LANGUAGE>ENGLISH	TRANSLATION FEE (PER WORD)
Tier 1	Spanish (US/Latin America)	\$0.15/word
Tier 2	Arabic, Chinese, Portuguese (Brazil), Russian, Vietnamese	\$0.18/word
Tier 3	Bengali, Czech, Farsi, French, German, Hindi, Hungarian, Italian, Korean, Malay, Polish, Portuguese (Portugal), Tagalog, Thai, Urdu	\$0.22/word
Tier 4	Albanian, Bulgarian, Estonian, Haitian Creole, Japanese, Khmer, Lao, Latvian, Lithuanian, Nepali, Slovak, Slovenian, Somali, Turkish	\$0.26/word
	All other (LanguageLine supports 240+ languages)	\$0.29/word

# Statement of Work

## Interpretation and Translation Services and Related Services Contract #R210605 Administered by OMNIA Partners

ADDITIONAL PRICING COMPONENTS		PRICING
Minimum charge per document translation order		\$75.00 – Spanish \$99.00 – all other listed language
Proofreading (third linguistic step when required)		\$60.00/hour
Basic Layout/Formatting/Desktop Publishing		\$45.00/hour
Localization Engineering Services		\$55.00/hour
In-Language Recordings		Individual Quote
Transcription/Translation of Audio or Video files		Individual Quote
Project Management		10% of the invoice value (0.5-hour minimum @\$55.00/hour)
Rush Fees	0% rush charge applies when an expedite delivery date is requested	
Unless indicated otherwise, a one-hour minimum will apply to all hourly services.		

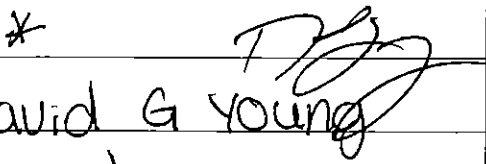

**6.3. DELIVERY GUIDELINES.** Because the actual number of English words is not known until the source document has been translated, turn-around commitments are based on the estimated number of English words that will be delivered, as determined in LanguageLine's best judgment before commencing work. Additional services could add extra days to a project timeline.

ESTIMATED NUMBER OF ENGLISH WORDS	STANDARD DELIVERY
Less than 1,500 words	1 - 3 business days
1,501 to 4,000 words	4 - 6 business days
4,001 to 7,500 words	6 - 8 business days
7,501+ words	8 + business days
A 0% rush charge will apply when an expedited delivery date is requested.	
Requests received on weekends and holidays will be processed on the next business day.	
Holidays are New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, day after Thanksgiving, Christmas Eve, and Christmas Day.	

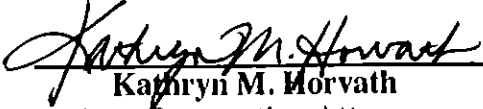
The person signing this SOW on behalf of Customer certifies that such person has read, acknowledges, and understands all of the terms and conditions, and is fully authorized to execute this SOW on behalf of and bind the Customer to all its terms and conditions. Both Parties agree the delivery of the signed SOW by facsimile or e-mail or use of a facsimile signature or electronic signature or other similar electronic reproduction of a signature shall have the same force and effect of execution and delivery as the original signature, and in the absence of an original signature, shall constitute the original signature.

# Statement of Work

## Interpretation and Translation Services and Related Services Contract #R210605 Administered by OMNIA Partners

Warren County Children Services	LanguageLine
Accepted and agreed to date:	Accepted and agreed to date: 3-28-24
Signature: 	Signature: 
Name: David G Young	Name: Bonaventura A. Cavaliere
Title: President	Title: CFO

**APPROVED AS TO FORM**

  
Kathryn M. Morvath  
Asst. Prosecuting Attorney



# Resolution

Number 24-0513

Adopted Date April 16, 2024

ERECTING STOP SIGNS ON OLD 122 (CR 230) AT THE INTERSECTION OF UTICA ROAD (TR42) SO THAT SAID INTERSECTION FUNCTIONS AS A FOUR (4) - WAY STOP INTERSECTION

WHEREAS, Ohio Revised Code Sections 4511.65 provides that local authorities may designate additional through highways, and shall erect stop signs, yield signs, or traffic control signals at all streets and highways intersecting such through highways or may designate any intersection as a stop or yield intersection and shall erect like signs at one or more entrances for such intersection.

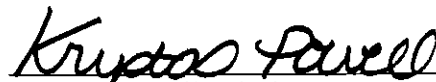
NOW THEREFORE BE IT RESOLVED, upon the recommendation of Neil F. Tunison, Warren County Engineer, to erect stop signs on Old 122 (CR 230) at the intersection of Utica Road (TR 42) so that said intersection functions as a four (4) – way stop intersection.

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 16<sup>th</sup> day of April 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Engineer (file)

# Resolution

Number 24-0514

Adopted Date April 16, 2024

## APPROVING THE REPLACEMENT OF VARIOUS CULVERTS ON WARREN COUNTY ROADS UNDER FORCE ACCOUNT

WHEREAS, there is need to replace structures in various locations in Warren County; and

WHEREAS, Neil F. Tunison, P.E., P.S., Warren County Engineer proposes to replace the structures under force account; and

WHEREAS, the County Engineer's estimated cost of the portion of replacement on all fourteen culverts, including labor and materials not purchased under contract as specified under Sections 5543.19 and 5575.01 of the Ohio Revised Code is under the cap of \$233,000 for each culvert (see attached spreadsheet); and

WHEREAS, the Engineer's estimate is submitted and to be kept on file with the Board of County Commissioners.

NOW THEREFORE BE IT RESOLVED, to approve the construction of the culverts under force account provisions of Section 5543.19 and 5575.01 of the Ohio Revised Code.

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

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

Resolution adopted this 16<sup>th</sup> day of April 2024.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Krystal Powell, Clerk

cc: Engineer (file)

# Resolution

Number 24-0515

Adopted Date April 16, 2024

APPROVING AMENDMENT NO. 1 TO THE ENGINEERING CONTRACT WITH RIBWAY ENGINEERING GROUP, INC. ON BEHALF OF THE WARREN COUNTY ENGINEER'S OFFICE

BE IT RESOLVED, to approve amendment No. 1 to the engineering contract with Ribway Engineering Group, Inc., approved by Resolution #21-0617 dated May 11, 2021, for the Grog Run Road Bridge #147-0.47 Rehabilitation Project. Copy of amendment is attached hereto and made a part hereof.

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

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

Resolution adopted this 16<sup>th</sup> day of April 2024.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Krystal Powell, Clerk

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

**AMENDMENT TO AGREEMENT**  
**Amendment No. 1**

Amending Engineering Contract  
For  
Grog Run Road Bridge #147-0.47 Rehabilitation Project

This FIRST AMENDMENT to an AGREEMENT dated May 11, 2021 for the Grog Run Road Bridge #147-0.47 Rehabilitation Project in Warren County is made as of the date stated below, by and between the Warren County Board of County Commissioners, hereinafter referred to as the "OWNER" on behalf of the Warren County Engineer, hereinafter referred to as the "COUNTY ENGINEER" and Ribway Engineering Group, Inc., hereinafter referred to as the "ENGINEER."

On the 11th day of May, 2021, the OWNER and the COUNTY ENGINEER and the ENGINEER entered into an AGREEMENT by Resolution No. 21-0617, to perform the design of the Grog Run Road Bridge #147-0.47 Rehabilitation Project. The design included a bridge rehabilitation over Grog Run and associated roadway improvements on Grog Run Road in Hamilton Township and the OWNER agreed to expend a sum not to exceed \$62,123.00 to pay for the specified consulting services.

It is now necessary and in the COUNTY ENGINEER'S interest to revise SECTION 1 – BASIC SERVICES OF ENGINEER of the Agreement to include additional hours to address ODOT's Stage 3 plan review comments. In order to do so, it is necessary to increase the maximum prime compensation to be paid to ENGINEER by an amount of **\$6,000.00** to a total of **\$68,123.00**; without extending the completion date of the contract with the ENGINEER. See Exhibit A (ENGINEER'S Proposal) which is hereby incorporated by reference into this AMENDMENT.

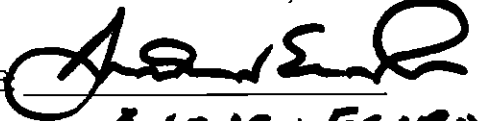
It is hereby agreed by and between the OWNER and the COUNTY ENGINEER and the ENGINEER that the AGREEMENT be amended as noted above and that all other terms and provisions of the AGREEMENT remain in full force and effect. In the event any conflict or dispute arises between the parties relating to the obligations of the ENGINEER as amended by this Amendment, such conflict or dispute shall be resolved in accordance with the amended obligations set forth in this Amendment to Agreement.

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ENGINEER :

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

RIBWAY ENGINEERING GROUP, INC.

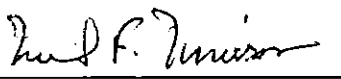
SIGNATURE:   
PRINTED NAME: ANDREW ERIBO  
TITLE: PRESIDENT  
DATE: 4/3/24


OWNER:

IN EXECUTION WHEREOF, upon written recommendation of the Warren County Engineer, the Warren County Board of County Commissioners has caused this Agreement to be executed by David G Young, its President on the date stated below, pursuant to Resolution No 24-0515, dated April 16, 2024.

RECOMMENDED BY:  
WARREN COUNTY ENGINEER

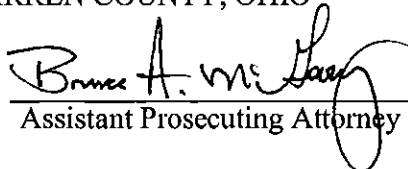
APPROVED BY:  
WARREN COUNTY  
BOARD OF COUNTY COMMISSIONERS

SIGNATURE:   
PRINTED NAME: Neil F. Tunison  
TITLE: Warren County Engineer  
DATE: 4/9/2024

SIGNATURE:   
PRINTED NAME: David G Young  
TITLE: President  
DATE: 4-16-24

Approved as to Form:

DAVID P. FORNSHELL,  
PROSECUTING ATTORNEY  
WARREN COUNTY, OHIO

BY:   
Assistant Prosecuting Attorney

**EXHIBIT A**

Ribway ENGINEERING GROUP, INC.

ENGINEERING, PLANNING &  
CONSTRUCTION MANAGEMENT SERVICES

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



March 27, 2024

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

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

Dear Mr. Henson,

Ribway Engineering Group, Inc. (Ribway) is pleased to submit this lump sum cost proposal of \$6,000.00 to provide final engineering design services on the above mentioned project. In summary, the services include revisions to the Stage 3 Plans, addressing of ODOT's and the County's review comments and preparation of the final construction plans for bidding. Refer to your email dated March 6, 2024 for additional details.

Please do not hesitate to contact Jon Cox, PE, or I if you have any questions or comments. We thank you for the opportunity to have worked on this very important project for the County.

Very truly yours,

Andrew Eribo, P.E.  
President

AE/AGR/wARCtyGrogRunScope&FecFinEng.doc

# Resolution

Number 24-0516

Adopted Date April 16, 2024

APPROVING AND AUTHORIZING THE PRESIDENT OF THE BOARD OF COUNTY COMMISSIONERS TO ACCEPT AND SIGN THE UPDATED WARREN COUNTY TRANSIT SERVICE SAFETY PLAN

WHEREAS, Ohio Department of Transportation requires that each transit system receiving State or Federal Transit Administration funds to adopt a public transportation safety plan; and

WHEREAS, revisions to the safety plan were necessary.

NOW THEREFORE IT RESOLVED, to approve and authorize the President of the Board of County Commissioners to accept and sign the Updated Warren County Transit Service Safety Plan; 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 16<sup>th</sup> day of April 2024.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Krystal Powell, Clerk

sm/

cc: Transit (file)  
Policy file  
ODOT



# PUBLIC TRANSPORTATION AGENCY SAFETY PLAN

Warren County Transit Service

Warren County, Ohio



Drafted and Certified by Ohio Department of  
Transportation Office of Transit *(June 2020)*



OHIO DEPARTMENT OF  
TRANSPORTATION

## Version Tracking Log

According to 49 C.F.R. Part 673.11 (5), each transit agency must establish an annual review and update of the Public Transportation Agency Safety Plan. ODOT is drafting and certifying the plan and coordinates with the transit agency to review and update the plan annual.

Version	Date Issued	Section/Pages Affected
1.0	06/10/2020	Original Document
1.1	12/31/2022	BIL Updates
1.2	4/16/2024	Chief Safety Officer Incident Reporting Investigation of Safety Events Safety Advisory Committee

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## Definitions of Special Terms Used in the Safety Plan

Term	Definition
<b>Accident</b>	An event that involves any of the following: a loss of life; a report of a serious injury to a person; a collision of public transportation vehicles; a runaway train; an evacuation for life safety reasons; or any derailment of a rail transit vehicle, at any location, at any time, whatever the cause.
<b>Accountable Executive</b>	Single, identifiable person who has ultimate responsibility for carrying out the Public Transportation Agency Safety Plan of a public transportation agency; responsibility for carrying out the agency's Transit Asset Management Plan; and control or direction over the human and capital resources needed to develop and maintain both the agency's Public Transportation Agency Safety Plan, in accordance with 49 U.S.C. 5329(d), and the agency's Transit Asset Management Plan in accordance with 49 U.S.C. 5326.
<b>Chief Safety Officer</b>	An adequately trained individual who has responsibility for safety and reports directly to a transit agency's chief executive officer, general manager, president, or equivalent officer. A Chief Safety Officer may not serve in other operational or maintenance capacities, unless the Chief Safety Officer is employed by a transit agency that is a small public transportation provider as defined in this part, or a public transportation provider that does not operate a rail fixed guideway public transportation system.
<b>Consequence</b>	Potential outcome(s) of the hazard
<b>Event</b>	Any accident, incident, or occurrence
<b>Fatality</b>	A death or suicide confirmed within 30 days of a reported event. Does not include deaths in or on transit property
<b>Hazard</b>	Any real or potential condition that can cause injury, illness, or death; damage to or loss of the facilities, equipment, rolling stock, or infrastructure of a public transportation system; or damage to the environment.
<b>Hazard Identification</b>	Formal activities to identify hazards during operations related to provision of services
<b>Incident</b>	An event that involves any of the following: A personal injury that is not a serious injury; one or more injuries requiring medical transport; or damage to facilities, equipment, rolling stock, or infrastructure that disrupts the operations of a transit agency.
<b>Investigation</b>	The process of determining the causal and contributing factors of an accident, incident, or hazard, for the purpose of preventing recurrence and mitigating risk.
<b>Performance measure</b>	An expression based on a quantifiable indicator of performance or condition that is used to establish targets and to assess progress toward meeting the established targets.

### List of Acronyms Used in the Safety Plan

Acronym	Word or Phrase
AE	Accountable Executive
CEO	Chief Executive Officer
CSO	Chief Safety Officer
DOT	Department of Transportation
ED	Executive Director
FTA	Federal Transit Administration
GM	General Manager
MPO	Metropolitan Planning Organization
NTD	National Transit Database
NTSB	National Transportation Safety Board
ODOT	Ohio Department of Transportation
OKI	Ohio Kentucky Indiana
OSHA	Occupational Safety and Health Administration
PTASP	Public Transportation Agency Safety Plan
RTA	Regional Transit Authority
SA	Safety Assurance
SME	Subject Matter Expert
SMI	Safety Management Inspection
SMS	Safety Management System
SOP	Standard Operating Procedure
SRM	Safety Risk Management
SSO	State Safety Oversight
SSOA	State Safety Oversight Agency
STIP	Statewide Transportation Improvement Program
TA	Transit Agency
TIP	Transportation Improvement Program
TSA	Transportation Security Administration
TSO	Office of Safety and Oversight

## **What is a Public Transportation Agency Safety Plan?**

The PTASP is a plan that will help ensure that a public transportation system is safe. With the development and implementation of the SMS, the public transportation system will have the ability to mitigate unacceptable hazards and ensure the mitigation is properly implemented and effective. SMS is a formal, top-down, organization-wide approach to managing safety risk and assuring the effectiveness of a transit agency's safety risk mitigation. SMS consists of 4 components: safety management policy, safety risk management, safety assurance, and safety promotion.

On July 19, 2018, FTA published the PTASP Final Rule, which is a requirement for recipients of federal funds under the FTA's Urbanized area Formula Grants (5307). The rule became effective July 19, 2019 and the compliance date is July 20, 2020.

FTA is responsible for ensure RTAs are in compliance with 49 CFR Part 673. Warren County Transit will maintain documents that set forth this Public Transportation Agency Safety Plan, including those related to the implementation of Safety Management System (SMS), and results from SMS processes and activities. Warren County Transit will maintain documents that are included in whole, or by reference, that describe the programs, policies, and procedures used to carry out this Public Transportation Agency Safety Plan. These documents will be made available upon request by Federal Transit Administration, other Federal entity, or a State Oversight Agency having jurisdiction. Warren County Transit will maintain these documents for three years after they are created.

Mode of Service Provide by the Transit Agency: Demand Response

Warren County Transit does not provide transit services on behalf of another transit agency or entity.

**Ohio-Kentucky-Indiana Council of Governments**

WCTS operates under the direction of the Ohio-Kentucky-Indiana Council of Governments (OKI) as its Metropolitan Planning Organization (MPO). OKI is a policy-making organization made up of representatives from local government and governmental transportation authorities. OKI arrange for funding allocations from Federal Transit Administration for the operation of WCTS.

## Safety Performance Targets

According to 49 C.F.R. Part 673.11(3) The Public Transportation Agency Safety Plan must include performance targets based on the safety performance measures established under the National Public Transportation Safety Plan. The safety performance measures are:

- Fatalities
  - o Total Number of reportable fatalities
  - o Rate per total vehicle revenue miles by mode
- Injuries
  - o Total Number of reportable injuries
  - o Rate per total vehicle revenue miles by mode
- Safety Events
  - o Total Number of reportable safety events
  - o Rate per total vehicle revenue miles by mode
- System Reliability
  - o Mean Distance between major mechanical failures by mode

**Methodology:** ODOT Office of Program Management uses five-year rolling averages to calculate historical trends. According to the Ohio Strategic Highway Safety Plan, “a rolling average is used to better predict long-term crash trends by smoothing out short-term year-to-year fluctuations.” The Office of Transit decided to use the five-year rolling average method to determine the baseline and the target for each safety performance measure. ODOT collected 2013-2018 from NTD and the transit agency.

ODOT recommends a 2% reduction target for the four safety performance targets. Data was presented to the transit agency for reviewal and approval. After approval from the transit agency, an official letter will be distributed to the MPO and the transit agency for their records. As all of the safety performance measures for Warren County Transit Service are 0 (zero), WCTS’ targets are to maintain (0) zero as the performance targets since a reduction is not possible.

Mode of Transit Service	Fatalities	Rate Per Total Vehicle Revenue Miles	Injuries	Rate Per Total Vehicle Revenue Miles	Safety Events	Rate Per Total Vehicle Revenue Miles	System Reliability
DR	0	0	0	0	0	0	0*

0\* = There were no major mechanical failures from 2013-2023.

### Safety Performance Target Coordination

*Describe the coordination with the State and Metropolitan Planning Organization(s) (MPO) in the selection of State and MPO safety performance targets.*

49 C.F.R Part 673.15(b) To the maximum extent practicable, a State or transit agency must coordinate with States and Metropolitan Planning Organization in the selection of State and MPO safety performance targets.



## I. Safety Management Policy

### Safety Management Policy Statement

Warren County Transit Service strives to operate its service with a level of protection for its passengers, employees and any other individuals in contact with the system during normal operations and under emergency conditions.

This includes setting policies that identify and mitigate risks to provide the safest experience possible. Policies shall be communicated to all employees regularly by those in management. Participation in safety measures will be mandatory for all employees. These measures include no-retaliation against employees who express concerns over safety, so that the plan will continue to follow state and federal regulations.

### Safety Management Policy Communication

Upon hiring, all new employees receive safety training as part of their new hire training before they are fully integrated into their job position. Refresher courses in which employees sign in are presented annually by the Chief Safety Officer. Every two years, all applicable employees go through the Drive Class, specifically designed for transporting elderly and disabled passengers.

The AE and CSO will meet to discuss the importance of the PTASP, SMS and its components, and their safety management policy. The AE will be responsible for delivering the message to Warren County Transit staff, and the CSO will deliver the message to Valley Transport. Annually, the AE and CSO will present new updates to the safety management policy to the staff.

PTASP, SMS, and the safety management policy will be incorporated into the safety portion of the new hire training. The safety management policy will be posted on the bulletin board throughout the agency.

### Authorities, Accountabilities, and Responsibilities

Individuals for the development and management of the transit agency's Safety Management System (SMS)

<b>Accountable Executive</b>	The AE authorities, accountabilities and responsibilities includes but not limited to: <ul style="list-style-type: none"><li>- Responsibility for carrying out the PTASP</li><li>- Ensure that human and capital resources are available to develop and maintain the PTASP</li><li>- Inform the board members and the employees of the safety management priorities</li><li>- Establish guidance on the level of safety risk acceptable to the agency</li></ul>
------------------------------	---

- Electronic Correspondence

## **Incident Reporting**

Valley Transport emphasizes safety first. In the event of any incident occurring inside or outside a vehicle, the driver has been trained to pull over in a safe spot and call our office ASAP. From there, a Driver Trainer guides the driver through the incident procedure. We have the following procedures in place -

- Accident Procedure
- Unruly Client Procedure
- No One at Home to Receive a Minor Procedure

If an incident occurs inside a vehicle, the video footage is retrieved, an incident form is filled out and emailed within 30 minutes of reporting to the concerned party. After this, a detailed report is filled out by the driver and sent to the concerned party within 12 hours.

## **II. Safety Risk Management**

**Safety Hazard Identification** will limit the number of fatalities, injuries, safety events, and major mechanical failures. WCTS has several methods of capturing this data:

- Customer complaints (via web, phone, paper)
- Accident reports
- Pre and post trip inspection forms
- Facility walkthroughs
- Ride Alongs
- Preventive Maintenance

### **Safety Risk Assessment**

Once safety hazards are identified, the issue must be reported, corrected, and checked. Safety risks must be reported to the AE and should include data from the contracted service provider, if available, as well as data from an oversight authority such as FTA.

The Operations Manager will investigate the risk and make operational and/or maintenance procedural changes if necessary. The solutions will be monitored for effectiveness.

### **Safety Risk Mitigation**

To reduce the likelihood or severity of safety risks' consequences, WCTS may consult with risk experts from other agencies, as well as County Departments. Input from various sources will help to determine if the mitigation is appropriate and comprehensive.

The Operations Manager will monitor the effectiveness of safety risk mitigations regularly.

4. Immediate death or danger or death

These are some examples of serious Emergencies to be planned for and instruction to be given to Dispatch and Drivers Dispatch are a lifeline to drivers and need to be prepared.

- All other mobiles should cease radio transmissions until this situation has been resolved
- Base will take charge and direct the handling of the situation
- Do not move the vehicle unless base or the police tell you to do so!
- If you cannot use the radio, ask someone to call the office, police and 911 if needed
- Only leave the vehicle with clients on board, after base tells you it is alright to do so for the purpose of taking pictures and/or to get information from the other driver. With no clients on board, it is permissible to leave the vehicle to phone base, speak with other driver involved and any witnesses to gather information or to speak with the police.
- Keep in touch with base every few minutes to keep them informed of the situation.
- Let base take over and be prepared to answer a few questions, such as "Are you involved?" "Is anyone hurt?" "Do you have any clients on board?" and "What is your location?" Give short easy answers like "Yes" or "No" and "I am on Rt.4 in Fairfield near SIMMs" or "I am on I-75 near the Sharon Road exit." Keep your talk short and let base do most of the talking.
- Take pictures from all four angles of accident and then photograph damaged areas before the vehicles are moved

**Internal Safety Reposting Program**

Our contracted service provider holds monthly safety and "in service" meetings for all staff and drivers. For example, we have a quarterly "race for safety" in which we have a virtual racetrack in our office with incremental days of demarcation. The drivers are divided into teams that are represented by a magnetic vehicle (theme based) which advances each day of the quarter for a non-accident day for that team. At the end of the quarter the team who is at the head of the pack for safety days receives prize. Should the team complete the entire ninety days accident free, an additional reward is included.

## Appendix 1 - FTA 49.C.F.R 673 Rule

### Subpart A—General

#### § 673.1 Applicability

(a) This part applies to any State, local governmental authority, and any other operator of a public transportation system that receives Federal financial assistance under 49 U.S.C. Chapter 53.

(b) This part does not apply to an operator of a public transportation system that only receives Federal financial assistance under 49 U.S.C. 5310, 49 U.S.C. 5311, or both 49 U.S.C. 5310 and 49 U.S.C. 5311.

#### § 673.3 Policy

The Federal Transit Administration (FTA) has adopted the principles and methods of Safety Management Systems (SMS) as the basis for enhancing the safety of public transportation in the United States. FTA will follow the principles and methods of SMS in its development of rules, regulations, policies, guidance, best practices, and technical assistance administered under the authority of 49 U.S.C. 5329. This part sets standards for the Public Transportation Agency Safety Plan, which will be responsive to FTA's Public Transportation Safety Program, and reflect the specific safety objectives, standards, and priorities of each transit agency. Each Public Transportation Agency Safety Plan will incorporate SMS principles and methods tailored to the size, complexity, and scope of the public transportation system and the environment in which it operates.

#### § 673.5 Definitions

As used in this part:

*Accident* means an Event that involves any of the following: A loss of life; a report of a serious injury to a person; a collision of public transportation vehicles; a runaway train; an evacuation for life safety reasons; or any derailment of a rail transit vehicle, at any location, at any time, whatever the cause.

*Accountable Executive* means a single, identifiable person who has ultimate responsibility for carrying out the Public Transportation Agency Safety Plan of a public transportation agency; responsibility for carrying out the agency's Transit Asset Management Plan; and control or direction over the human and capital resources needed to develop and maintain both the agency's Public Transportation Agency Safety Plan, in accordance with 49 U.S.C. 5329(d), and the agency's Transit Asset Management Plan in accordance with 49 U.S.C. 5326.

*Chief Safety Officer* means an adequately trained individual who has responsibility for safety and reports directly to a transit agency's chief executive officer, general manager, president, or equivalent officer. A Chief Safety Officer may not serve in other operational or maintenance capacities, unless the Chief Safety Officer is employed by a transit agency that is a small public transportation provider as defined in this part, or a public transportation provider that does not operate a rail fixed guideway public transportation system.

*Equivalent Authority* means an entity that carries out duties similar to that of a Board of Directors, for a recipient or subrecipient of FTA funds under 49 U.S.C. Chapter 53, including sufficient authority to review and approve a Start Printed Page 34466 recipient or subrecipient's Public Transportation Agency Safety Plan.

*Event* means any Accident, Incident, or Occurrence.

*FTA* means the Federal Transit Administration, an operating administration within the United States Department of Transportation.

*Hazard* means any real or potential condition that can cause injury, illness, or death; damage to or loss of the facilities, equipment, rolling stock, or infrastructure of a public transportation system; or damage to the environment.

*Serious injury* means any injury which:

- (1) Requires hospitalization for more than 48 hours, commencing within 7 days from the date of the injury was received;
- (2) Results in a fracture of any bone (except simple fractures of fingers, toes, or noses);
- (3) Causes severe hemorrhages, nerve, muscle, or tendon damage;
- (4) Involves any internal organ; or
- (5) Involves second- or third-degree burns, or any burns affecting more than 5 percent of the body surface.

*Small public transportation provider* means a recipient or subrecipient of Federal financial assistance under 49 U.S.C. 5307 that has one hundred (100) or fewer vehicles in peak revenue service and does not operate a rail fixed guideway public transportation system.

*State* means a State of the United States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, Guam, American Samoa, and the Virgin Islands.

*State of good repair* means the condition in which a capital asset is able to operate at a full level of performance.

*State Safety Oversight Agency* means an agency established by a State that meets the requirements and performs the functions specified by 49 U.S.C. 5329(e) and the regulations set forth in 49 CFR part 674.

*Transit agency* means an operator of a public transportation system.

*Transit Asset Management Plan* means the strategic and systematic practice of procuring, operating, inspecting, maintaining, rehabilitating, and replacing transit capital assets to manage their performance, risks, and costs over their life cycles, for the purpose of providing safe, cost-effective, and reliable public transportation, as required by 49 U.S.C. 5326 and 49 CFR part 625.

## **Subpart B—Safety Plans**

### **§ 673.11 General requirements**

(a) A transit agency must, within one calendar year after July 19, 2019, establish a Public Transportation Agency Safety Plan that meets the requirements of this part and, at a minimum, consists of the following elements:

- (1) The Public Transportation Agency Safety Plan, and subsequent updates, must be signed by the Accountable Executive and approved by the agency's Board of Directors, or an Equivalent Authority.
- (2) The Public Transportation Agency Safety Plan must document the processes and activities related to Safety Management System (SMS) implementation, as required under subpart C of this part.
- (3) The Public Transportation Agency Safety Plan must include performance targets based on the safety performance measures established under the National Public Transportation Safety Plan.
- (4) The Public Transportation Agency Safety Plan must address all applicable requirements and standards as set forth in FTA's Public Transportation Safety Program and the National Public Transportation Safety Plan. Compliance Start Printed Page 34467with the minimum safety performance standards authorized under 49 U.S.C. 5329(b)(2)(C) is not required until standards have been established through the public notice and comment process.
- (5) Each transit agency must establish a process and timeline for conducting an annual review and update of the Public Transportation Agency Safety Plan.
- (6) A rail transit agency must include or incorporate by reference in its Public Transportation Agency Safety Plan an emergency preparedness and response plan or procedures that addresses, at a minimum, the assignment of employee responsibilities during an emergency; and coordination with Federal,

- (a) A transit agency must establish its organizational accountabilities and responsibilities and have a written statement of safety management policy that includes the agency's safety objectives.
- (b) A transit agency must establish and implement a process that allows employees to report safety conditions to senior management, protections for employees who report safety conditions to senior management, and a description of employee behaviors that may result in disciplinary action.
- (c) The safety management policy must be communicated throughout the agency's organization.
- (d) The transit agency must establish the necessary authorities, accountabilities, and responsibilities for the management of safety amongst the following individuals within its organization, as they relate to the development and management of the transit agency's Safety Management System (SMS):
  - (1) *Accountable Executive*. The transit agency must identify an Accountable Executive. The Accountable Executive is accountable for ensuring that the agency's SMS is effectively implemented, throughout the agency's public transportation system. The Accountable Executive is accountable for ensuring action is taken, as necessary, to address substandard performance in the agency's SMS. The Accountable Executive may delegate specific responsibilities, but the ultimate accountability for the transit agency's safety performance cannot be delegated and always rests with the Accountable Executive.
  - (2) *Chief Safety Officer or Safety Management System (SMS) Executive*. The Accountable Executive must designate a Chief Safety Officer or SMS Executive who has the authority and responsibility for day-to-day implementation and operation of an agency's SMS. The Chief Safety Officer or SMS Executive must hold a direct line of reporting to the Accountable Executive. A transit agency may allow the Accountable Executive to also serve as the Chief Safety Officer or SMS Executive.
  - (3) *Agency leadership and executive management*. A transit agency must identify those members of its leadership or executive management, other than an Accountable Executive, Chief Safety Officer, or SMS Executive, who have authorities or responsibilities for day-to-day implementation and operation of an agency's SMS.
  - (4) *Key staff*. A transit agency may designate key staff, groups of staff, or committees to support the Accountable Executive, Chief Safety Officer, or SMS Executive in developing, implementing, and operating the agency's SMS. Key Staff members also include the Frontline Employee Representatives that contributed to the development of the ASP. Administration Assistant in the Administration Office, Senior Dispatcher and Lead Mechanic are integral positions in this committee.

#### § 673.25 Safety risk management

- (a) *Safety Risk Management process*. A transit agency must develop and implement a Safety Risk Management process for all elements of its public transportation system. The Safety Risk Start Printed Page 34468 Management process must be comprised of the following activities: Safety hazard identification, safety risk assessment, and safety risk mitigation.
- (b) *Safety hazard identification*. (1) A transit agency must establish methods or processes to identify hazards and consequences of the hazards.
  - (2) A transit agency must consider, as a source for hazard identification, data and information provided by an oversight authority and the FTA.
- (c) *Safety risk assessment*. (1) A transit agency must establish methods or processes to assess the safety risks associated with identified safety hazards.
  - (2) A safety risk assessment includes an assessment of the likelihood and severity of the consequences of the hazards, including existing mitigations, and prioritization of the hazards based on the safety risk.
- (d) *Safety risk mitigation*. A transit agency must establish methods or processes to identify mitigations or strategies necessary as a result of the agency's safety risk assessment to reduce the likelihood and

**§ 673.31 Safety plan documentation**

At all times, a transit agency must maintain documents that set forth its Public Transportation Agency Safety Plan, including those related to the implementation of its Safety Management System (SMS), and results from SMS processes and activities. A transit agency must maintain documents that are included in whole, or by reference, that describe the programs, policies, and procedures that the agency uses to carry out its Public Transportation Agency Safety Plan. These documents must be made available upon request by the Federal Transit Administration or other Federal entity, or a State Safety Oversight Agency having jurisdiction. A transit agency must maintain these documents for a minimum of three years after they are created.

# Resolution

Number 24-0517

Adopted Date April 16, 2024

WAIVING SEWER CONNECTION FEES, NON-PARTICIPANT FEES, SEWER CAPACITY FEES, AND INSPECTION FEES FOR SEWER SERVICE TO THE SALEM TOWNSHIP MAINTENANCE BUILDING TO BE LOCATED AT 4789 WHITACRE STREET

WHEREAS, the Salem Township Trustees are constructing a new maintenance building for storage and maintenance of township equipment with the structure to be located at 4789 Whitacre Street; and

WHEREAS, the constructed improvements will include an employee breakroom and bathroom facilities that require sanitary sewer service from the Warren County Water and Sewer Department; and

WHEREAS, on April 10, 2024, the Township Trustees provided a written request to waive all fees associated with sanitary sewer service to the maintenance building; and

WHEREAS, it is the desire of this Board to waive the aforementioned fees and charges for the planned building.

NOW THEREFORE BE IT RESOLVED:

1. That the sewer connection fees, non-participant fees, sewer capacity fees, and inspection fees for the Salem Township maintenance building located at 4789 Whitacre Street are hereby waived.
2. That Salem Township shall be responsible for all costs associated with the extension a sewer lateral and connection to the County's existing sanitary sewer.
3. That the construction of the sewer lateral and the connection to the County's existing sewer shall be coordinated with and inspected by the Warren County Water and Sewer Department.

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 16<sup>th</sup> day of April 2024.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Krystal Powell, Clerk

cc: Water/Sewer (file)  
rblanton@blantonteam.com



# Resolution

Number 24-0518

Adopted Date April 16, 2024

ENTERING INTO AN AGREEMENT WITH OHIO VALLEY ENVIRONMENTAL ENGINEERING, INC DBA ENVIROMENTAL ENGINEERING SERVICE FOR THE DALE ACRES WASTEWATER TREATMENT PLANT IMPROVEMENTS PROJECT

WHEREAS, pursuant to Resolution #23-1428, adopted October 24, 2023, this Board authorized the Water and Sewer Department to initiate contract negotiations for the design of improvements to the Dale Acres Wastewater Treatment Plant; and

WHEREAS, said negotiations are complete and it is the recommendation of the Sanitary Engineer to enter into agreement with Ohio Valley Environmental Engineering, Inc., dba Environmental Engineering Service, relative to the Dale Acres Wastewater Treatment Plant Improvements Project.

NOW THEREFORE BE IT RESOLVED, to enter into an agreement with Ohio Valley Environmental Engineering, Inc., dba Environmental Engineering Services, 3575 Columbia Road, Lebanon, Ohio 45036, for engineering services for the above referenced project, subject to the following conditions:

1. The scope of services shall be as stipulated in the "Engineering Agreement" attached hereto and made part hereof.
2. Compensation shall be in accordance with the provisions of the "Engineering Agreement" and the attachment 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 16<sup>th</sup> day of April 2024.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Krystal Powell, Clerk

cc: c/a – Ohio Valley Environmental Engineering, Inc.  
Water/Sewer (file)  
Bid File

**ENGINEERING AGREEMENT  
DALE ACRES WASTEWATER TREATMENT PLANT IMPROVEMENTS PROJECT**

This professional engineering agreement ("Agreement") made and entered into on the date last stated below, by and between the WARREN COUNTY BOARD OF COUNTY COMMISSIONERS, 406 Justice Drive, Lebanon, Ohio 45036 (hereinafter called the "County"), and OHIO VALLEY ENVIRONMENTAL ENGINEERING, INC., dba ENVIRONMENTAL ENGINEERING SERVICE, 3575 Columbia Road, Lebanon, OH 45036 (hereinafter called the "Consultant").

**WITNESSETH:**

**WHEREAS**, the County Desires professional engineering services for the preparation of an engineering study of the Dale Acres Wastewater Treatment Plant consisting of the following:

Prepare a Preliminary Engineering Report (PER) to address excessive inflow and infiltration (I&I) and replacement of the existing Dale Acres WWTP with a pump station and equalization basin to store and transport sanitary sewage to Clermont County Water Resources Department (CCWRD) facilities.

**WHEREAS**, the Consultant was selected for this project in accordance with applicable state procurement regulations (Ohio Revised Code §§ 153.66 through 153.69), which consisted of a public announcement for qualifications/proposals and interviews; and

**NOW, THEREFORE**, the County and the Consultant, for the consideration hereinafter set forth, agree that the Consultant will provide the following services herein described.

**I. SCOPE OF SERVICES**

See Attachment A – Scope of Services

**II. COUNTY RESPONSIBILITIES**

The County shall supply the following data to the Consultant:

1. Provide full information as to the requirements for the project.
2. Assist Consultant by placing at his disposal all available information pertinent to the project. Furnish copies at no charge.
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 services of the Consultant. Provide prompt written notice to the Consultant whether County observes or otherwise becomes aware of any defect in the project.

4. Make all County GIS mapping, aerial photography, aerial mapping horizontal and vertical control data and property identification and ownership data available to Consultant. All such data shall be compiled by the County and transferred to the Consultant at no charge.
5. Provide access to Consultant's staff for field visits to the site(s).

### III. COMPENSATION

1. The Consultant's services shall commence upon the written authorization by the County to proceed as limited and stipulated by said written authorization. Any variation in scope of work and/or compensation relative thereto must be upon written authorization of the County.
2. All services performed pursuant to this Agreement shall be on a "per-hour" basis for the principals and employees of the Consultant, in accordance with Attachment B – 2024 Rate Schedule.
3. The Consultant shall be reimbursed for direct expenses, such as cost for travel, reproductions of documents and drawings, etc. incurred in connection with performing work under this Agreement.
4. Based on the requirements of the scope of services for the preparation of the Preliminary Engineering Report (PER), total compensation for all services performed under this Agreement, and all direct reimbursable expenses, shall not exceed the following amounts:

Task 1 - Preliminary Engineering Report	\$ 27,500
Task 2 - Flow Monitoring	<u>\$ 16,000</u>
Base Contract	\$ 43,500

Payment of compensation shall be made to the Consultant within thirty (30) days after the receipt of an invoice from the Consultant.

### IV. Documents and Contract Documents

County alone shall own the Consultant's project related documents, construction drawings, survey results, and work product (hereinafter Project Documents).

County shall have every right, title, and interest in such Project Documents from the moment of creation, as related to this project. Consultant shall submit all Project Documents to County by electronic files.

Consultant grants to County an irrevocable, non-exclusive, perpetual, freely assignable, and royalty-free license to copy, reproduce, distribute, and otherwise use the Consultant's Project Documents including standard details and specifications for all project related purposes, such as but not limited to owning, financing, constructing, testing, commissioning, decommissioning, using, operating, maintaining, repairing, modifying, selling, obtaining insurance for, and obtaining permits for the project before, during, and after termination or completion of this Agreement.

Consultant may retain any copies of the Project Documents for information, reference, and the performance of project related professional services. Consultant shall have a non-exclusive, royalty free license to copy, reproduce, distribute, and otherwise use the Project Documents in relation to the performance of the project related professional services, including any Additional Services.

**V. SCHEDULE FOR COMPLETION OF ENGINEERING TASKS**

Time to complete each task from the Notice of Authorization to Proceed is as follows:

<u>Task/Subtask</u>	<u>Completion Date</u>
Preliminary Engineering Report	September 30 2024
WPCLF Application	March 31, 2025
Flow Monitoring	June 30, 2026

Project schedule may vary based upon review agency comments and schedule; easement acquisition; and other items out of the control of the engineer including:

1. Services resulting from significant changes in general scope of the project, such as revising previously approved studies, reports, design documents, drawings or specifications when such revisions are due to causes beyond the control of the Consultant.
2. Furnishing the services of special consultants for other than normal civil, structural, mechanical, and electrical engineering and normal architectural design incidental thereto and not specifically included in the scope of work herein.
3. Special field investigations not specifically included in the scope of

work herein, including, but not limited to, the taking of borings and laboratory testing of soil and rock samples.

4. Boundary surveys, legal descriptions, plats, and easement exhibits.
5. Services/increased fees resulting from changes in the schedule of the project beyond the control of the Consultant.

#### **VI. SUPPLEMENTARY SERVICES**

Supplementary services shall be furnished by the Consultant to the County if requested in writing by the County. The supplementary services shall commence when the Consultant receives a Certificate from the Fiscal Officer of the County providing for the specific item or supplementary service.

#### **VII. INSURANCE**

Prior to the commencement of any work, Consultant shall obtain and maintain in force at its sole cost and expense, Comprehensive General or professional liability coverage with limits of \$1,000,000 per occurrence and \$2,000,000 aggregate, with no interruption of coverage during the entire term of this Contract. Consultant shall further carry Automobile Liability Insurance (covering use of owned, non-owned, or hired vehicles) providing single limit coverage of One Million Dollars (\$1,000,000), with no interruption of coverage during the entire term of this Agreement. Consultant further agrees that in the event that its comprehensive general or professional liability policy is maintained on a "claims made" basis, and in the event that this Agreement is terminated, Consultant shall continue such policy in effect for the period of any statute or statutes of limitation applicable to claims thereby insured, notwithstanding the termination of the Agreement. Consultant shall provide County with a certificate of insurance evidencing such coverage, and shall provide thirty (30) days notice of cancellation or non-renewal to County. Such liability insurance policies shall contain provisions insuring the contractual liability assumed hereunder, naming the County as an additional insured with respect to the work under this Agreement and providing that such insurance is primary to any liability insurance carried by the County.

Consultant shall carry statutory worker's compensation insurance and statutory employer's liability insurance as required by law and shall provide County with certificates of insurance evidencing such coverage simultaneous with the execution of this Agreement.

#### **VIII. INDEMNIFICATION**

Consultant shall defend, indemnify, protect, and save County harmless from any

and all kinds of loss, claims, expenses, causes of action, costs and reasonable attorney's fees, damages, and other obligations, financial or otherwise, arising from (a) negligent, reckless, or willful and wanton acts, errors or omissions by Consultant, its agents, employees, licensees, contractors, subcontractors; (b) the failure of Consultant, its agents, employees, licensees, contractors, or subcontractors, to observe the applicable standard of care in providing services pursuant to this Contract; and (c) the intentional misconduct of Consultant, its agents, employees, licensees, contracts, or subcontractors that result in injury to persons or damage to property.

**IX. STANDARDS AND PRINCIPLES**

Consultant shall comply with the County's standards, principles, and comply with accepted professional standards and principles.

**X. POLICY OF NON-DISCRIMINATION**

Consultant and its staff shall act in a non-discriminatory manner both as an employer and as a service provider and will not discriminate with regard to race, color, national origin, religion, age, sex or handicap.

**XI. PARTIES AND RELATIONSHIP OF PARTIES**

Whenever the terms County and Consultant are used herein, these terms shall include without exception the employees, agents, successors, assigns, and or authorized representatives of County and Consultant.

The parties shall be independent contractors to each other in connection with the performance of their respective obligations under this Agreement. The parties expressly acknowledge and agree that with respected to any payments made to Consultant hereunder that Warren County will issue a form *1099-MISC* to Consultant and Consultant will be solely responsible for her own income tax obligations including but not limited to being subject to Self-employment Tax, and Warren County shall not: (i) withhold or pay FICA (Social Security & Medicare) or other federal, state or local income or other taxes or charges for Consultant; (ii) withhold or pay to the Ohio Public Employment Retirement System; (iii) comply with or contribute to state worker's compensation, unemployment or other such governmental funds or programs. Consultant also acknowledges that as an independent contractor, Consultant will not be given the right to participate in any employee benefit, insurance plan or any other plan or fringe benefit that is maintained, established or provided by Warren County for its employees including but not limited to: (i) accrued sick, vacation, personal day or holiday leave; or, (ii) health, life, dental, or vision insurance.

**XII. GOVERNING LAW AND VENUE**

This Agreement shall be construed in accordance with, and the legal relations between the parties shall be governed by, the laws of the State of Ohio as applicable to contracts executed and partially or fully performed in the State of Ohio. Consultant and County stipulate that the venue for any disputes hereunder shall be the Warren County Court of Common Pleas.

**XIII. ENTIRE AGREEMENT**

This Agreement contains the entire Agreement between Consultant and County with respect to the subject matter thereof, and supersedes all prior written or oral agreements between the parties. No representations, promises, understandings, or agreements, or otherwise, not herein contained shall be of any force or effect.

**XIV. MODIFICATION OR AMENDMENT**

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

**XV. CONSTRUCTION**

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

**XVI. WAIVER**

No waiver by either party of any breach of any provision of this Agreement, whether by conduct or otherwise, in any one or more instances shall be deemed to be, or construed as a further or continuing waiver of any such breach or as a waiver of any breach of any provision of this Agreement. The failure of either party at any time or times to require performance of any provision of this Agreement shall in no manner effect such party's right to enforce the same at a later time.

**XVI. ASSIGNMENT**

Neither party shall assign, delegate or transfer any of its rights or any of its duties under this Agreement without written consent of each other. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this

Agreement. Nothing in this provision, however, will prevent Consultant from employing such independent professional consultants, associates and subcontractors as it may deem appropriate to assist in the performance of services hereinafter.

## **XVII. NOTICES**

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

TO: Warren County Commissioners Office  
Attn. Director, Water & Sewer Department  
406 Justice Drive  
Lebanon, Ohio 45036  
(513) 695-1250

TO: OHIO VALLEY ENVIRONMENTAL ENGINEERING, INC. dba  
ENVIRONMENTAL ENGINEERING SERVICE  
Justin Mason, President  
3575 Columbia Road  
Lebanon, OH 45036

## **XVIII. TERMINATION**

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 non-performing party shall have fifteen (15) calendar days from the date of the termination notice to cure or to submit a plan for cure acceptable to the other party.

County may terminate or suspend performance of this Agreement in part or in its entirety for County's convenience upon written notice to the Consultant. Consultant shall terminate or suspend performance of the Services on a schedule acceptable to the County. If termination or suspension is for County's convenience, County shall pay Consultant for all services performed to date of termination.



**XIX. AUTHORITY AND EXECUTION**

**ENGINEER:**

**IN EXECUTION WHEREOF, OHIO VALLEY ENVIRONMENTAL ENGINEERING, INC. dba ENVIRONMENTAL ENGINEERING SERVICE, has caused this agreement to be executed by Justin M. Mason, its President, on the date stated below, pursuant to a corporate resolution, a copy of which is attached hereto.**

**CONSULTANT'S NAME**

SIGNATURE: Justin M. Mason

PRINTED NAME: Justin M. Mason

TITLE: President

DATE: 4-1-2024

**COUNTY:**

IN EXECUTION WHEREOF, the WARREN COUNTY BOARD OF COUNTY COMMISSIONERS has caused this agreement to be executed by David G. Young, its President, on the date stated below, pursuant to Resolution No. 24-0518, dated April 16, 2024

**WARREN COUNTY  
BOARD OF COUNTY COMMISSIONERS**

SIGNATURE: \* [Signature]

PRINTED NAME: David G. Young

TITLE: President

DATE: 4-16-24

Approved as to form:

DAVID P. FORNSHELL  
PROSECUTING ATTORNEY  
WARREN COUNTY, OHIO

By: [Signature]  
Assistant Prosecutor

## ATTACHMENT A – SCOPE OF SERVICES

### DALE ACRES WASTEWATER TREATMENT PLANT IMPROVEMENTS PROJECT PROFESSIONAL ENGINEERING SERVICES

I. **PROJECT TITLE:** Dale Acres Wastewater Treatment Plant (WWTP) Conversion to Pump Station and equalization Basin – Preliminary Engineering Report (PER) & Detailed Design

II. **PROJECT PURPOSE:**

Prepare a Preliminary Engineering Report (PER) to address excessive inflow and infiltration (I&I) and replacement of the existing Dale Acres WWTP with a pump station and equalization basin to store and transport sanitary sewage to Clermont County Water Resources Department (CCWRD) facilities.

III. **SCOPE OF SERVICES**

ENGINEER will:

1. Gather, review and collate information provided by the Warren County Dale Acres Project Team related to existing conditions / future needs, projected growth, and existing operation and maintenance (O&M) costs, etc.;
2. Review draft construction drawings prepared by WCWSD for the lateral replacement project and provide review comments and opinion of probable construction cost. Ohio EPA will take enforcement actions/orders that will allow Warren County to replace the private sanitary laterals for 34 homes within the Dale Acres collection system.
3. Develop preliminary design concept for a pump station, equalization basin, and force main. The concept will be taken to 30% design level with a budget level opinion of probable construction cost. The concept development shall conform to Warren County's pump station design standards. Consultant shall develop a maximum of three concepts with each including the following at a minimum:
  - a. New Wet Well, Valve Vault, and Pumps based on flow rates jointly determined by the County and Consultant.
  - b. Flow Meter
  - c. Force main sizing and alignment with directional drilling and open cut installation options.
  - d. Conversion of existing WWTP to flow equalization, construction of a new equalization basin structure, and construction of an oversized wet well for wet weather equalization storage.
  - e. Mission Control cellular monitoring.
  - f. Manual transfer switch for portable backup generator power.
  - g. Concrete pad and electrical outlet for future odor control chemical feed.
  - h. Demolition of existing sand filters.
  - i. New security fencing, lighting, and access gates.
  - j. New asphalt drive.

- k. Evaluate and develop concept for additional flow equalization beyond the existing WWTP.
    - l. New electrical three phase power with CT Cabinet, meter, and electrical cabinet with Variable Frequency Drives and precision digital control.
4. Estimate 20-year life cycle costs including construction, electrical, personnel, wastewater treatment, connection fees, etc.
5. Prepare a detailed Implementation Schedule, which will allow for phasing and project priority, timeframe, and potential funding sources;
6. During the preparation of the PER, interact with the Warren County Project Team as follows:
  - Meet with Project Team as deemed necessary to coordinate project elements;
  - Provide "Draft" documentation of costs and implementation schedule for review and comment and final PER preparation;
7. Perform WWTP influent flow monitoring for 6-months from December 2025 through June 2026. (Budget fee below includes the cost of rental and installation of flow monitoring equipment.)
8. Develop the final PER with schematic design and cost estimates (including O&M); information developed herein will be sufficient for the preparation of funding applications (i.e. OPWC, WPCLF, etc.) and as a basis of design;
9. Provide a PDF digital copy of the entire PER document;
10. Prepare WPCLF application for grant "regionalization" funding. Grant application will include both lateral line replacement and pump station installation. Respond to Ohio EPA comments, if required, to secure OEPA/DEFA funding.

**IV. PROJECT TIMEFRAME**

Project Schedule	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040
Study and PER																
EPA Consent Decree																
WPCLF Application																
Lateral Replacement																
Flow Monitoring																
Cleveland County Inter-governmental Agreement (By County)																
Final Design																
Construction																

**V. WORK ORDER COMPENSATION**

- The fee for the PER (30% Design Level) is \$27,500.00, payable on a monthly basis.
- The anticipated budget for 6-months of flow monitoring is \$16,000.00, payable on a progress basis. Flow monitoring rental and installation will be passed through at cost with no markup by EES. Field visits, data collection, data processing/reports, and PER updates with flow data will be performed by EES and billed hourly based on EES rate schedule.
- Total contract price is \$43,500.

**VI. UNAUTHORIZED / EXCLUDED SERVICES**

- This agreement excludes design services such as field survey, geotechnical, environmental studies, construction drawings, specifications, Ohio EPA Permit to Install (PTI) bidding services, and construction services.
- Dye Testing, Smoke Testing, and Lateral CCTV work can be performed by EES. Fees will be billed based on the EES 2024 Hourly Rate Schedule.
- The fees exclude preparation / participation in public hearings, Findings and Order deliberations with Ohio EPA, and negotiations with Clermont County for sewer service.

## Attachment B

### I. CURRENT FEE SCHEDULE

County agrees to pay the Consultant for any work performed under this Agreement upon Written Notice to Proceed. Compensation for labor costs shall be based upon direct employee labor costs times a fixed labor multiplier of **3.0**. The fixed labor multiplier represents the total direct employee labor costs, overhead, and consultant profits set at 10% to be paid for this work. Upon request by the County, a detailed breakdown of costs included in the computation of this overhead rate will be submitted. Non-salary direct project expenses, such as mileage, traveling costs, copies, subconsultant costs, etc. are not subject to the above described multiplier. The following are the range of direct employee labor costs to be used for this project:

#### ENVIRONMENTAL ENGINEERING SERVICE

#### 2024 RATE SCHEDULE

Labor Class	Hourly Rate
Principal	\$195.00
Technical Director	\$170.50
Senior Engineer (PE)	\$154.45
Project Engineer	\$128.00
Engineering Technician	\$106.00
Cad Operator	\$90.25
Clerical	\$68.85

In addition to labor costs, the County will reimburse the Consultant for the non-salary direct project expenses applicable for the project. Reimbursable direct project expenses shall be defined as the nonlabor cost of in-office and out-of-office expenses which are directly allocable to the services performed under this Agreement. Direct project reimbursable expenses may include vehicle rental or mileage, meals, lodging, transportation expenses, printing, reproduction, and work performed by subconsultants. Computer software, hardware expenses, computer usage, postage, and long distance phone costs shall not be reimbursable expenses under this contract.

### II. REIMBURSABLE EXPENSES SCHEDULE

Local Mileage Reimbursement  
Subcontract Services

Current Federal Reimbursement Rate  
cost + 10%

AFFIDAVIT OF NON COLLUSION

STATE OF OHIO  
COUNTY OF WARREN

I, Justin M. Mason, holding the title and position of President at the firm OHIO VALLEY ENVIRONMENTAL ENGINEERING, INC. dba ENVIRONMENTAL ENGINEERING SERVICE, affirm that I am authorized to speak on behalf of the company, board directors and owners in setting the price on the contract, bid or proposal. I understand that any misstatements in the following information will be treated as fraudulent concealment of true facts on the submission of the contract, bid or proposal.

I hereby swear and depose that the following statements are true and factual to the best of my knowledge:

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

The price of the contract, bid or proposal was determined independent of outside consultation and was not influenced by other companies, clients or contractors, INCLUDING ANY MEMBER OF THE WARREN COUNTY BOARD OF COMMISSIONERS.

No companies, clients or contractors, INCLUDING ANY MEMBER OF THE WARREN COUNTY BOARD OF COMMISSIONERS have been solicited to propose a fake contract, bid or proposal for comparative purposes.

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

Relative to sealed bids, the price of the bid or proposal has not been disclosed to any client, company or contractor, INCLUDING ANY MEMBER OF THE WARREN COUNTY BOARD OF COMMISSIONERS, and will not be disclosed until the formal bid/proposal opening date.

Justin M. Mason  
AFFIANT

Subscribed and sworn to before me this 15<sup>th</sup> day of April 2024

Brittney Miller  
(Notary Public),  
Clermont County.

My commission expires April 12 2028



# Resolution

Number 24-0519

Adopted Date April 16, 2024

ENTERING INTO A CONTRACT WITH THE LAMAR COMPANIES ON BEHALF OF THE  
WARREN COUNTY DEPARTMENT OF HUMAN SERVICES

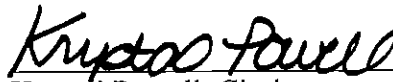
BE IT RESOLVED, to enter into a contract with The Lamar Companies on behalf of Warren County Department of Human Services, for advertising beginning April 22, 2024, and terminating on June 2, 2024 in the amount of \$1,680.00; copy of agreement is attached hereto and made a part hereof.

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

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

Resolution adopted this 16<sup>th</sup> day of April 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: c/a—The Lamar Companies  
Human Services (file)



Cincinnati  
 1260 Edison Drive  
 Cincinnati, OH 45218  
 Phone: 513-793-5040  
 Fax: 513-793-5022

**LAMAR**  
**CONTRACT # 4528743**

Date: 4/16/24  
 New/Renewal: RENEWAL  
 Account Executive: Debra Purman  
 Phone: 513-793-5040

CONTRACTED DIRECTLY BY ADVERTISER	
Customer #	849874-0
Name	WARREN COUNTY HUMAN SERVICES
Address	418 SOUTH EAST STREET
City/State/Zip	LEBANON, OH 45036
Contact	JAMES RYAN
Email Address	james.ryan@jfs.ohio.gov
Phone #	(513) 895-1404
Fax #	
P.O./Reference #	
Advertiser/Product	WARREN COUNTY HUMAN SERVICES
Campaign	May 2024

Production/Other Services							
Department	Plant	Production Type	Misc	Service Dates	# Service Periods	Invest Per Period	Cost
Poster Flex	277 Cincinnati, OH	(1) poster flex for Warren County Human Services posting 5/6 on board 7091.		04/22/24	1	\$180.00	\$180.00
Total Production/Other Services Costs:							\$180.00

Space										
# of Panels: 1									Billing Cycle: Every 4 weeks	
Panel # TAB ID	Market	Location	illum	Media Type	Size	Misc	Service Dates	# Service Periods	Invest Per Period	Cost
7091 293342	277-CINCINNATI, OH	RT. 48 EL 1.25 MI N/O I- 71 SF	No	Poster	10' 6" x 22' 8"		06/08/24-08/02/24	1	\$1,500.00	\$1,500.00
Total Space Costs:									\$1,500.00	
Total Costs:									\$1,680.00	

**Special Considerations:**

Advertiser authorizes and instructs The Lamar Companies (Lamar) to display in good and workmanlike manner, and to maintain for the terms set forth above, outdoor advertising displays described above or on the attached list. In consideration thereof, Advertiser agrees to pay Lamar all contracted amounts within thirty (30) days after the date of billing. Advertiser acknowledges and agrees to be bound by the terms and conditions on all pages of this contract.

The undersigned representative or agent of Advertiser hereby warrants to Lamar that he/she is the Contracting Authority

of the Advertiser and is authorized to execute this contract on behalf of the Advertiser.

**APPROVED AS TO FORM**  
*Kathryn M. Horvath*  
 Kathryn M. Horvath  
 Asst. Prosecuting Attorney

Customer:	WARREN COUNTY BOARD OF COUNTY COMMISSIONERS
Signature:	* <i>[Signature]</i> (signature above)
Name:	David G Young (print name above)
Date:	4-16-24 (date above)

INITIALS \* *[Signature]*



Cincinnati  
1250 Edison Drive  
Cincinnati, OH 45216  
Phone: 513-793-5040  
Fax: 513-793-5022



CONTRACT # 4528743

Date: 4/4/2024  
New/Renewal: RENEWAL  
Account Executive: Debra Purman  
Phone: 513-793-5040

THE LAMAR COMPANIES

This contract is NOT BINDING UNTIL ACCEPTED by a Lamar General Manager.

  
ACCOUNT EXECUTIVE: Debra Purman

  
GENERAL MANAGER

4/5/24  
DATE

**STANDARD CONDITIONS**

- 1. Late Artwork:** The Advertiser must provide or approve art work, materials and installation instructions ten (10) days prior to the initial Service Date. In the case of default in furnishing or approval of art work by Advertiser, billing will occur on the initial Service Date.
- 2. Copyright/Trademark:** Advertiser warrants that all approved designs do not infringe upon any trademark or copyright, state or federal. Advertiser agrees to
- 3. Payment Terms:** Lamar will, from time to time at intervals following commencement of service, bill Advertiser at the address on the face hereof. Advertiser will pay Lamar within thirty (30) days after the date of invoice.  

Delinquent payment will be considered a breach of this contract. Payments will be applied as designated by the Advertiser; non designated payments will be applied to the oldest invoices outstanding.
- 4. Service Interruptions:** If Lamar is prevented from posting or maintaining any of the spaces by causes beyond its control of whatever nature, including but not limited to acts of God, strikes, work stoppages or picketing, or in the event of damage or destruction of any of the spaces, or in the event Lamar is unable to deliver any portion of the service required in this contract, including buses in repair, or maintenance, this contract shall not terminate. Credit shall be allowed to Advertiser at the standard rates of Lamar for such space or service for the period that such space or service shall not be furnished or shall be discontinued or suspended. In the case of illumination, should there be more than a 50% loss of illumination, a 20% pro-rata credit based on four week billing will be given. If this contract requires illumination, it will be provided from dusk until 11:00p.m. Lamar may discharge this credit, at its option, by furnishing advertising service on substitute space, to be reasonably approved by Advertiser, or by extending the term of the advertising service on the same space for a period beyond the expiration date. The substituted or extended service shall be of a value equal to the amount of such credit.
- 5. Entire Agreement:** This contract, all pages, constitutes the entire agreement between Lamar and Advertiser. Lamar shall not be bound by any stipulations, conditions, or agreements not set forth in this contract. Waiver by Lamar of any breach of any provision shall not constitute a waiver of any other breach of that provision or any other provision.
- 6. Copy Acceptance:** Lamar reserves the right to determine if copy and design are in good taste and within the moral standards of the individual communities in which it is to be displayed. Lamar reserves the right to reject or remove any copy either before or after installation, including immediate termination of this contract.
- 7. Termination:** All contracts are non-cancellable by Advertiser without the written consent of Lamar. Which consent shall not be unreasonably withheld. Breach of any provisions contained in this contract may result in cancellation of this contract by Lamar.
- 8. Materials/Storage:** Production materials will be held at customer's written request. Storage fees may apply.
- 9. Installation Lead Time:** A leeway of five (5) working days from the initial Service Date is required to complete the installation of all non-digital displays.
- 10. Customer Provided Production:** The Advertiser is responsible for producing and shipping copy production. Advertiser is responsible for all space costs involved in the event production does not reach Lamar by the established Service Dates. These materials must be produced in compliance with Lamar production specifications and must come with a 60 day warranty against fading and tearing.
- 11. Bulletin Enhancements:** Cutouts/extensions, where allowed, are limited in size to 5 feet above, and 2 feet to the sides and 1 foot below normal display area. The basic fabrication charge is for a maximum 12 months.
- 12. Assignment:** Advertiser shall not sublet, resell, transfer, donate or assign any advertising space without the prior written consent of Lamar.

INITIALS 



# Resolution

Number 24-0520

Adopted Date April 16, 2024

ENTERING INTO A CONTRACT WITH ISAAC WILES & BURKHOLDER, LLC ON BEHALF OF THE WARREN COUNTY JUVENILE COURT.

BE IT RESOLVED, to enter into a contract with Isaac Wiles & Burkholder, LLC to provide legal training to the Board and/or other elected officials and/or appointing authorities of Warren County as directed by the Board. Copy of agreement is attached hereto and made a part hereof.

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

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

Resolution adopted this 16<sup>th</sup> day of April 2024.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Krystal Powell, Clerk

cc: c/a—Isaac Wiles & Burkholder, LLC  
Juvenile (file)

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**PROFESSIONAL SERVICES CONTRACT**

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THIS PROFESSIONAL SERVICES CONTRACT AGREEMENT made this 15th day of March, 2024, at the office of the Warren County Board of Commissioners, between Warren County, Ohio, by and through its Commissioners, hereinafter referred to as "Client," and **ISAAC WILES & BURKHOLDER, LLC**, Two Miranova Place, Suite 700, Columbus, Ohio 43215, (614) 221-2121, hereinafter referred to as "Attorneys."


In consideration of the mutual promises herein contained, the parties hereto agree as follows:

1. **PURPOSE OF REPRESENTATION.** Client hereby retains and employs Attorneys to provide legal training to the Board and/or other elected officials and/or appointing authorities of Warren County as directed by the Board.
2. **ATTORNEYS' FEES.** In consideration of the services rendered and to be rendered by Attorneys, the Client hereby agrees to pay Attorneys a flat fee of One Thousand Seven Hundred Fifty Hundred dollars (\$1,750.00) plus expenses per training session.
3. **EXPENSES.** All reasonable expenses incurred by Attorneys in the handling of this representation shall be billed to the Client. Such expenses include, without limitation, any and all monies required to be advanced on behalf of the client, travel, parking, lodging, etc.
4. **PARTIES BOUND.** This agreement shall be binding and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns.
5. **AGREEMENTS SUPERSEDED.** Any agreements intended to supersede this written contract shall be in writing.
6. **PAYMENT ON ACCOUNT.** Client understands that all accounts are due when billed.

7. **COSTS OF ATTORNEYS' FEES AND COSTS.** Client and Attorneys understand that the total attorneys' fees and costs associated with this Agreement shall not cause the total compensation paid, in any year, by the Board of County Commissioners for legal services under R.C. 309.09(C).
8. For purposes of Chapter 145 of the Ohio Revised Code, any individual employed by Attorneys who provides personal services to Client is not a public employee.

**WARREN COUNTY BOARD OF COUNTY COMMISSIONERS**

Dated: 4-16-24


By:   
County Commissioner

**ISAAC WILES & BURKHOLDER, LLC**

Dated: 4/5/24

By:   
Jeffrey A. Stankunas

**Approved to form:**

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

# Resolution

Number 24-0521

Adopted Date April 16, 2024

## ACKNOWLEDGING PAYMENT OF BILLS


BE IT RESOLVED, to acknowledge payment of bills from 4/9/24 and 4/11/24 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 16<sup>th</sup> day of April 2024.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Krystal Powell, Clerk

/kp

cc: Auditor

# Resolution

Number 24-0522

Adopted Date April 16, 2024

ENTERING INTO A SUBDIVISION PUBLIC IMPROVEMENT PERFORMANCE AND MAINTENANCE SECURITY AGREEMENT WITH HAMILTON POINTE INVESTMENT LLC FOR INSTALLATION OF CERTAIN IMPROVEMENTS IN HAMILTON POINTE, PHASE 1 LOCATED IN HAMILTON TOWNSHIP

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

## SECURITY AGREEMENT

Bond Number	:	24-010 (W/S)
Development	:	Hamilton Pointe Phase 1
Developer	:	Hamilton Pointe Investment, LLC
Township	:	Hamilton
Amount	:	\$296,846.23
Surety Bond	:	Capitol Indemnity Corporation (CIC 1950490)

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 16<sup>th</sup> day of April 2024.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Krystal Powell, Clerk

caw

cc: Hamilton Pointe Investment, LLC, 7755 Montgomery Road, Cincinnati, OH 45236  
Capitol Indemnity Corporation, P.O. Box 5900, Madison, WI 53705-0900  
Water/Sewer (file)  
Bond Agreement file

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

**WATER AND/OR SANITARY SEWER**

Security Agreement No.  
W/S 24-010  
Bond # CIC1950490

This Agreement made and concluded at Lebanon, Ohio, by and between Hamilton Pointe Investment, LLC (1) (hereinafter the "Developer") and the Warren County Board of County Commissioners, (hereinafter the "County Commissioners"), and Capitol Indemnity Corporation (2) (hereinafter the "Surety").

**WITNESSETH:**

**WHEREAS**, the Developer is required to install certain improvements in Hamilton Pointe Subdivision, Section/Phase 1 (3) (hereinafter the "Subdivision") situated in Hamilton Pointe (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 \$228,343.25, and that the Improvements that have yet to be completed and approved may be constructed in the sum of \$228,343.25; and,

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

**NOW, THEREFORE**, be it agreed:

1. The Developer will provide **performance security** to the County Commissioners in the sum of \$296,846.23 to secure the performance of the construction of the uncompleted or unapproved Improvements in accordance with Warren County subdivision regulations (hereinafter the Performance Obligation). If any sum greater than zero (0) is inserted herein, the **minimum performance security** shall be ten percent (10%) of the total cost of the Improvements.



2. The County Commissioners will, upon approval of the County Sanitary Engineer of all Improvements in the Subdivision, tentatively accept all Improvements.
3. The Developer shall be in default of the Performance Obligation if the construction or installation of any Improvement by the Developer is not completed within 1 years from the date of the execution of this agreement, as determined by the County Sanitary Engineer. The same shall apply whenever construction of the Improvements is not performed in accordance with the Warren County subdivision regulations.
4. The condition of the Performance Obligation shall be that whenever the Developer shall be declared by the County Commissioners to be in default, the Surety and the Developer shall, upon written notification of default by the County Commissioners to the Surety promptly make sufficient funds available to the County Commissioners to pay the cost of the completion of the construction of the uncompleted or unapproved Improvements in accordance with Warren County subdivision regulations, including any costs incurred by the County Commissioners which are incidental to the completion of the construction of the uncompleted or unapproved Improvements, including, but not limited to costs associated with publication of legal notices, preparation of such additional plans, specifications and drawings as may, in the judgment of the County Commissioners, be necessary, preparation of bid documents, etc., but not exceeding the amount set forth in Item 1 hereof. The Developer shall have the opportunity to respond in writing within two (2) weeks of receipt of notice of intent to find the Developer in default. In the case that the performance security given is in the form of a cashier's check or certified check provided directly to the County Commissioners, the County Commissioners may apply such funds as set forth herein upon notification of default to the Surety. The determination of the amount of funds to be disbursed by Surety to the County Commissioners as set forth in the aforesaid notification is final and binding upon the parties hereto. However, the foregoing shall not release Developer from any liability for any deficiency between the amount of funds disbursed and the actual costs incurred by the County Commissioners in the completion of the construction or installation of the uncompleted or unapproved Improvements and Developer expressly agrees to be liable to the County Commissioners for any such deficiency.
5. The County Commissioners, the Developer and Surety mutually agree that the Performance Obligation created herein shall continue until the completion of the installation of the Improvements in accordance with Warren County subdivision regulations and that upon the Improvements having been inspected and approved for one year maintenance, the Performance Obligation shall become null and void.
6. The Developer will provide **maintenance security** to the County Commissioners in the sum of \$22,834.32 to secure the performance of all maintenance upon the Improvements as determined to be necessary by the County Sanitary Engineer (hereinafter the Maintenance Obligation). In no event shall the sum provided for herein be less than ten percent (10%) of the estimated total cost of the Improvements as set forth above.

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

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

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

A. To the County Commissioners:

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

B. To the County Sanitary Engineer:

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

C. To the Developer:

Hamilton Pointe Investment, LLC

7755 Montgomery Road

Cincinnati, OH 45236

Ph. (513 ) 833 - 3122

D. To the Surety:

Capitol Indemnity Corporation

1600 Aspen Commons, Suite 300

Middleton, WI 53562

Ph. (800 ) 475 -4450

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)

**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: Marie E Fox

PRINTED NAME: Marie E Fox

TITLE: Managing Director

DATE: March 22, 2024

**SURETY:**

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

SIGNATURE: Denise Nelson

PRINTED NAME: Denise Nelson

TITLE: Attorney-In-Fact

DATE: March 20, 2024

**[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, on the date stated below, pursuant to Board Resolution Number 24-0522, dated 4-16-24.

**WARREN COUNTY  
BOARD OF COUNTY COMMISSIONERS**

SIGNATURE: \* [Signature]

PRINTED NAME: David G Young

TITLE: President

DATE: 4-16-24

RECOMMENDED BY:

By: [Signature]  
SANITARY ENGINEER

APPROVED AS TO FORM:

By: [Signature]  
Asst. 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

**CAPITOL INDEMNITY CORPORATION  
POWER OF ATTORNEY**

CIC1950490

Bond Number

KNOW ALL MEN BY THESE PRESENTS, That the CAPITOL INDEMNITY CORPORATION, a corporation of the State of Wisconsin, having its principal offices in the City of Middleton, Wisconsin, does make, constitute and appoint

----- JULIEANN JOHNSTON; DENISE NELSON; MICHAEL WARD; STEPHANIE MCQUILLEN; SHELLEY M. KUHN-----

its true and lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf, as surety, and as its act and deed, any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of

----- ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED: \$20,000,000.00-----

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of CAPITOL INDEMNITY CORPORATION at a meeting duly called and held on the 15th day of May, 2002.

"RESOLVED, that the President, Executive Vice President, Vice President, Secretary or Treasurer, acting individually or otherwise, be and they hereby are granted the power and authorization to appoint by a Power of Attorney for the purposes only of executing and attesting bonds and undertakings, and other writings obligatory in the nature thereof, one or more resident vice-presidents, assistant secretaries and attorney(s)-in-fact, each appointee to have the powers and duties usual to such offices to the business of this company; the signature of such officers and seal of the Company may be affixed to any such power of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking or other writing obligatory in the nature thereof to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any of said officers, at any time."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

IN WITNESS WHEREOF, the CAPITOL INDEMNITY CORPORATION has caused these presents to be signed by its officer undersigned and its corporate seal to be hereto affixed duly attested, this 1st day of September, 2022.

Attest:

Ryan J. Byrnes  
Senior Vice President,  
Chief Financial Officer and Treasurer

Todd Burzick  
Chief Underwriting Officer

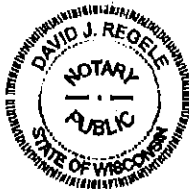


CAPITOL INDEMNITY CORPORATION

Adam L. Sills  
Chief Executive Officer and President

STATE OF WISCONSIN }  
COUNTY OF DANE } S.S.:

On the 1st day of September, 2022 before me personally came Adam L. Sills, to me known, who being by me duly sworn, did depose and say: that he resides in the County of New York, State of New York; that he is Chief Executive Officer and President of CAPITOL INDEMNITY CORPORATION, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.



David J. Regele  
Notary Public, Dane Co., WI  
My Commission Is Permanent

STATE OF WISCONSIN }  
COUNTY OF DANE } S.S.:

I, the undersigned, duly elected to the office stated below, now the incumbent in CAPITOL INDEMNITY CORPORATION, a Wisconsin Corporation, authorized to make this certificate, DO HEREBY CERTIFY that the foregoing attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at the City of Middleton, State of Wisconsin this 20th day of March, 2024



Suzanne M. Broadbent  
Secretary

# Resolution

Number 24-0523

Adopted Date April 16, 2024

ENTERING INTO A STREET AND APPURTENANCES (INCLUDING SIDEWALKS) SECURITY AGREEMENT WITH HAMILTON POINTE INVESTMENT, LLC FOR INSTALLATION OF CERTAIN IMPROVEMENTS IN HAMILTON POINTE, SECTION 1 SITUATED IN HAMILTON TOWNSHIP

BE IT RESOLVED, upon recommendation of the Warren County Engineer, to enter into the following Street and Appurtenances (including sidewalks) Security Agreement:

## SECURITY AGREEMENT

Bond Number	:	24-010 (P/S)
Development	:	Hamilton Pointe, Section 1
Developer	:	Hamilton Pointe Investment, LLC
Township	:	Hamilton
Amount	:	\$1,551,324.71
Surety Company	:	Capitol Indemnity Corporation (CIC1950491)

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 16<sup>th</sup> day of April 2024.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Krystal Powell, Clerk

cc: Developer  
Surety Company  
Bond Agreement file  
Engineer (file)



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

**STREETS AND APPURTENANCES  
(including Sidewalks)**

Security Agreement No.  
24-010-(P/S)  
Bond # CIC1950491

This Agreement made and concluded at Lebanon, Ohio, by and between Hamilton Pointe Investment, LLC (1) (hereinafter the "Developer") and the Warren County Board of County Commissioners, (hereinafter the "County Commissioners"), and Capitol Indemnity Corporation (2) (hereinafter the "Surety").

**WITNESSETH:**

**WHEREAS**, the Developer is required to install certain improvements in Hamilton Pointe Subdivision, Section/Phase 1 (3) (hereinafter the "Subdivision") situated in Hamilton (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 \$1,193,326.70, and that the Improvements that have yet to be completed and approved may be constructed in the sum of \$1,193,326.70; 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.

**NOW, THEREFORE**, be it agreed:

1. The Developer will provide **performance security** to the County Commissioners in the sum of \$1,551,324.71 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 \$238,665.34 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:

Hamilton Pointe Investment, LLC

7755 Montgomery Road

Cincinnati, OH 45236

Ph. (513) 833 3122

D. To the Surety:

Capitol Indemnity Corporation

1600 Aspen Commons, Suite 300

Middleton, WI 53562

Ph. (800 ) 475 - 4450

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)

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: Marie E. Fox

PRINTED NAME: Marie E. Fox

TITLE: Managing Director

DATE: March 22, 2024

**SURETY:**

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

SIGNATURE: Denise Nelson

PRINTED NAME: Denise Nelson


TITLE: Attorney-In-Fact

DATE: March 20, 2024

**[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, on the date stated below, pursuant to Board Resolution Number 24-0623, dated 4-16-24.

**WARREN COUNTY  
BOARD OF COUNTY COMMISSIONERS**

SIGNATURE: \* 

PRINTED NAME: David G. Young

TITLE: President

DATE: 4-16-24

RECOMMENDED BY:

By:   
COUNTY ENGINEER

APPROVED AS TO FORM:

By:   
COUNTY PROSECUTOR

Key:

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

**CAPITOL INDEMNITY CORPORATION  
POWER OF ATTORNEY**

CIC1950491

Bond Number

KNOW ALL MEN BY THESE PRESENTS, That the CAPITOL INDEMNITY CORPORATION, a corporation of the State of Wisconsin, having its principal offices in the City of Middleton, Wisconsin, does make, constitute and appoint

----- JULIEANN JOHNSTON; DENISE NELSON; MICHAEL WARD; STEPHANIE MCQUILLEN; SHELLEY M. KUHN-----  
its true and lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf, as surety, and as its act and deed, any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of

----- ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED: \$20,000,000.00-----

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of CAPITOL INDEMNITY CORPORATION at a meeting duly called and held on the 15th day of May, 2002.

"RESOLVED, that the President, Executive Vice President, Vice President, Secretary or Treasurer, acting individually or otherwise, be and they hereby are granted the power and authorization to appoint by a Power of Attorney for the purposes only of executing and attesting bonds and undertakings, and other writings obligatory in the nature thereof, one or more resident vice-presidents, assistant secretaries and attorney(s)-in-fact, each appointee to have the powers and duties usual to such offices to the business of this company; the signature of such officers and seal of the Company may be affixed to any such power of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking or other writing obligatory in the nature thereof to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any of said officers, at any time."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

IN WITNESS WHEREOF, the CAPITOL INDEMNITY CORPORATION has caused these presents to be signed by its officer undersigned and its corporate seal to be hereto affixed duly attested, this 1st day of September, 2022.

Attest:

*RJ Byrnes*  
Ryan J. Byrnes  
Senior Vice President,  
Chief Financial Officer and Treasurer  
*Todd Burrick*  
Todd Burrick  
Chief Underwriting Officer

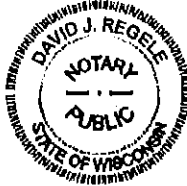


CAPITOL INDEMNITY CORPORATION

*Adam L. Sills*  
Adam L. Sills  
Chief Executive Officer and President

STATE OF WISCONSIN }  
COUNTY OF DANE } S.S.:

On the 1st day of September, 2022 before me personally came Adam L. Sills, to me known, who being by me duly sworn, did depose and say: that he resides in the County of New York, State of New York; that he is Chief Executive Officer and President of CAPITOL INDEMNITY CORPORATION, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.



*David J. Regele*  
David J. Regele  
Notary Public, Dane Co., WI  
My Commission Is Permanent

STATE OF WISCONSIN }  
COUNTY OF DANE } S.S.:

I, the undersigned, duly elected to the office stated below, now the incumbent in CAPITOL INDEMNITY CORPORATION, a Wisconsin Corporation, authorized to make this certificate, DO HEREBY CERTIFY that the foregoing attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at the City of Middleton, State of Wisconsin this 20th day of March, 2024



*Suzanne M. Broadbent*  
Suzanne M. Broadbent  
Secretary



**Performance and Sidewalk Bond  
Hamilton Pointe, Section 1**

4/9/2024

1 of 1

#	DESCRIPTION	QTY	UNITS	UNIT COST	TOTAL COST	UNCOMP QTY	UNCOMP ITEMS
1	Clearing & Grubbing	1	ACRE	\$11,000.00	\$11,000.00		\$0.00
2	Topsoil Stripping	1960	CY	\$ 5.30	\$10,388.00		\$0.00
3	Topsoil Redistribution	1960	CY	\$ 9.15	\$17,934.00		\$0.00
4	Excavation	3610	CY	\$ 5.30	\$19,133.00		\$0.00
5	Embankment	3610	CY	\$ 1.85	\$6,678.50		\$0.00
6	Pond Mucking / Spread Over Lots To Dry / Export From Site	14125	CY	\$ 27.60	\$389,850.00		\$0.00
7	Subgrade Preparation	1	LS	\$21,050.00	\$21,050.00		\$0.00
8	Surveying / Layout	1	LS	\$22,150.00	\$22,150.00		\$0.00
9	Construction Entrance	1	LS	\$ 3,085.00	\$3,085.00		\$0.00
10	Dandy Bag	8	EACH	\$ 310.00	\$2,480.00		\$0.00
1	Silt Fence / Mulch Berm	2800	LF	\$ 2.40	\$6,720.00		\$0.00
2	Permanent Seeding & Mulching	24200	SY	\$ 1.05	\$25,410.00		\$0.00
3	NPDES Inspections	1	LS	\$ 5,750.00	\$5,750.00		\$0.00
4	Catch Basin CB 2-3	2	EACH	\$ 3,725.00	\$7,450.00		\$0.00
5	Storm Manhole, 4'	2	EACH	\$ 3,520.00	\$7,040.00		\$0.00
3	Headwall, HW-1, 18"	1	EACH	\$ 2,785.00	\$2,785.00		\$0.00
4	18" Storm Sewer	386	LF	\$ 115.00	\$44,390.00		\$0.00
5	Restoration For Daycare Storm Sewer	1	LS	\$18,455.00	\$18,455.00		\$0.00
6	Modify Weir Wall	1	LS	\$ 5,085.00	\$5,085.00		\$0.00
7	Catch Basin CB-3	2	EACH	\$ 4,935.00	\$9,870.00		\$0.00
8	Catch Basin CB-3MH	2	EACH	\$ 7,965.00	\$15,930.00		\$0.00
9	Catch Basin CB 2-3	2	EACH	\$ 3,725.00	\$7,450.00		\$0.00
10	Headwall, HW-1, 24"	1	EACH	\$ 3,025.00	\$3,025.00		\$0.00
11	Headwall, HW-1, 30"	1	EACH	\$ 4,345.00	\$4,345.00		\$0.00
12	Headwall, HW-1, 36"	1	EACH	\$ 4,455.00	\$4,455.00		\$0.00
11	Rock Channel Protection, Type C	26	CY	\$ 110.00	\$2,860.00		\$0.00
12	24" Storm Sewer	257	LF	\$ 82.50	\$21,202.50		\$0.00
13	30" Storm Sewer	20	LF	\$ 135.50	\$2,710.00		\$0.00
14	36" Storm Sewer	59	LF	\$ 135.00	\$7,965.00		\$0.00
15	Modify Outlet Structure & Install Skimmer	1	EACH	\$ 5,850.00	\$5,850.00		\$0.00
16	6" Perforated Underdrain	1837	LF	\$ 22.70	\$41,699.90		\$0.00
17	Concrete Curb, Chairback, 30"	1837	LF	\$ 31.40	\$57,681.80		\$0.00
18	Public Pavement (6" #304, 7" #301, 1.5" #448 Type 1, 1.5" #448 Type 1)	2655	SY	\$ 75.20	\$199,656.00		\$0.00
19	Asphalt Path (6" #304, 1.75" #448 Type 1, 1.5" #448 Type 1) With Underdrain	1400	SY	\$ 64.30	\$90,020.00		\$0.00
20	Temporary Turnaround	1	LS	\$ 2,975.00	\$2,975.00		\$0.00
21	Concrete Curb Ramps	4	EACH	\$ 622.00	\$2,488.00		\$0.00
22	Guardrail	275	LF	\$ 77.30	\$21,257.50		\$0.00
23	Guardrail Anchor Assembly	2	EACH	\$ 3,570.00	\$7,140.00		\$0.00
24	Street Light System, Conduit, Pull Boxes, Power	1	Lump	\$57,912.50	\$57,912.50		\$0.00
	<b>TOTAL COST UNCOMPLETED COST</b>				<b>\$1,193,326.70</b>		<b>\$0.00</b>
	<b>MAINTEN. AMOUNT PERFORM. AMOUNT</b>				<b>\$238,665.34</b>		<b>\$0.00</b>

# Resolution

Number 24-0524

Adopted Date April 16, 2024

ENTERING INTO A STREET AND APPURTENANCES (INCLUDING SIDEWALKS) SECURITY AGREEMENT WITH HAMILTON POINTE INVESTMENT, LLC FOR INSTALLATION OF CERTAIN IMPROVEMENTS IN HAMILTON POINTE, SECTION 2 SITUATED IN HAMILTON TOWNSHIP

BE IT RESOLVED, upon recommendation of the Warren County Engineer, to enter into the following Street and Appurtenances (including sidewalks) Security Agreement:

## SECURITY AGREEMENT

Bond Number	:	24-011 (P/S)
Development	:	Hamilton Pointe, Section 2
Developer	:	Hamilton Pointe Investment, LLC
Township	:	Hamilton
Amount	:	\$432,018.86
Surety Company	:	Capitol Indemnity Corporation (CIC1950492)

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 16<sup>th</sup> day of April 2024.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Krystal Powell, Clerk

cc: Developer  
Surety Company  
Bond Agreement file  
Engineer (file)

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

**STREETS AND APPURTENANCES  
(including Sidewalks)**

Security Agreement No.  
24-011 (P/S)  
Bond # CIC1950492

This Agreement made and concluded at Lebanon, Ohio, by and between Hamilton Pointe Investment, LLC (1) (hereinafter the "Developer") and the Warren County Board of County Commissioners, (hereinafter the "County Commissioners"), and Capitol Indemnity Corporation (2) (hereinafter the "Surety").

**WITNESSETH:**

**WHEREAS**, the Developer is required to install certain improvements in Hamilton Pointe Subdivision, Section/Phase 2 (3) (hereinafter the "Subdivision") situated in Hamilton (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 \$332,322.20, and that the Improvements that have yet to be completed and approved may be constructed in the sum of \$332,322.20; 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.

**NOW, THEREFORE**, be it agreed:

1. The Developer will provide **performance security** to the County Commissioners in the sum of \$432,018.86 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 \$66,464.44 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:

Hamilton Pointe Investment, LLC

7755 Montgomery Road

Cincinnati, OH 45236

Ph. (513 ) 833 - 3122

D. To the Surety:

Capitol Indemnity Corporation

1600 Aspen Commons, Suite 300

Middleton, WI 53562

Ph. (800 ) 475 - 4450

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)

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: Marie E Fox

PRINTED NAME: Marie E Fox

TITLE: Managing Director

DATE: March 22, 2024

**SURETY:**

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

SIGNATURE: Denise Nelson

PRINTED NAME: Denise Nelson

TITLE: Attorney-In-Fact


DATE: March 20, 2024

**[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, on the date stated below, pursuant to Board Resolution Number 24-0524, dated 4-16-24.

**WARREN COUNTY  
BOARD OF COUNTY COMMISSIONERS**

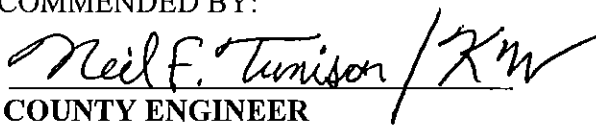
SIGNATURE: 

PRINTED NAME: David G. Young

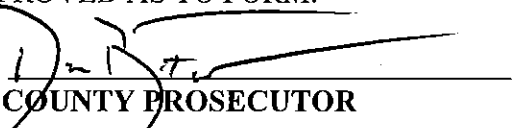
TITLE: President

DATE: 4-16-24

RECOMMENDED BY:

By:   
COUNTY ENGINEER

APPROVED AS TO FORM:

By:   
COUNTY PROSECUTOR

Key:

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

**CAPITOL INDEMNITY CORPORATION  
POWER OF ATTORNEY**

CIC1950492

Bond Number

KNOW ALL MEN BY THESE PRESENTS, That the CAPITOL INDEMNITY CORPORATION, a corporation of the State of Wisconsin, having its principal offices in the City of Middleton, Wisconsin, does make, constitute and appoint

----- JULIEANN JOHNSON; DENISE NELSON; MICHAEL WARD; STEPHANIE MCQUILLEN; SHIELLEY M. KUHN-----  
its true and lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf, as surety, and as its act and deed, any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of

----- ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED: \$20,000,000.00-----  
This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of CAPITOL INDEMNITY CORPORATION at a meeting duly called and held on the 15th day of May, 2002.

"RESOLVED, that the President, Executive Vice President, Vice President, Secretary or Treasurer, acting individually or otherwise, be and they hereby are granted the power and authorization to appoint by a Power of Attorney for the purposes only of executing and attesting bonds and undertakings, and other writings obligatory in the nature thereof, one or more resident vice-presidents, assistant secretaries and attorney(s)-in-fact, each appointee to have the powers and duties usual to such offices to the business of this company; the signature of such officers and seal of the Company may be affixed to any such power of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking or other writing obligatory in the nature thereof to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any of said officers, at any time."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

IN WITNESS WHEREOF, the CAPITOL INDEMNITY CORPORATION has caused these presents to be signed by its officer undersigned and its corporate seal to be hereto affixed duly attested, this 1st day of September, 2022.

Attest:

*RJ Byrnes*  
Ryan J. Byrnes  
Senior Vice President,  
Chief Financial Officer and Treasurer  
*Todd Burick*  
Todd Burick  
Chief Underwriting Officer

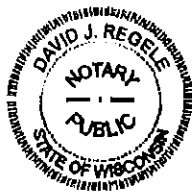


CAPITOL INDEMNITY CORPORATION

*Adam L. Sills*  
Adam L. Sills  
Chief Executive Officer and President

STATE OF WISCONSIN }  
COUNTY OF DANE } S.S.:

On the 1st day of September, 2022 before me personally came Adam L. Sills, to me known, who being by me duly sworn, did depose and say: that he resides in the County of New York, State of New York; that he is Chief Executive Officer and President of CAPITOL INDEMNITY CORPORATION, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.



*David J. Regele*  
David J. Regele  
Notary Public, Dane Co., WI  
My Commission Is Permanent

STATE OF WISCONSIN }  
COUNTY OF DANE } S.S.:

I, the undersigned, duly elected to the office stated below, now the incumbent in CAPITOL INDEMNITY CORPORATION, a Wisconsin Corporation, authorized to make this certificate, DO HEREBY CERTIFY that the foregoing attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at the City of Middleton, State of Wisconsin this 20th day of March, 2024



*Suzanne M. Broadbent*  
Suzanne M. Broadbent  
Secretary

**Performance and Sidewalk Bond  
Hamilton Pointe, Section 2**

#	DESCRIPTION	QTY	UNITS	UNIT COST	TOTAL COST	UNCOMP QTY	UNCOMP ITEMS
1	Subgrade Preparation	1	LS	\$8,605.00	\$8,605.00		\$0.00
2	Modify Outlet Structure & Install Skimmer	1	EACH	\$5,850.00	\$5,850.00		\$0.00
3	Adjust Existing Structures - Storm Sewer	4	EACH	\$565.00	\$2,260.00		\$0.00
4	Catch Basin CB-3, On Existing	2	EACH	\$6,870.00	\$13,740.00		\$0.00
5	6" Perforated Underdrain	731	LF	\$22.70	\$16,593.70		\$0.00
6	Concrete Curb, Chairback, 30" @ Existing Pavement	611	LF	\$102.50	\$62,627.50		\$0.00
7	Concrete Curb, Chairback, 30"	120	LF	\$31.40	\$3,768.00		\$0.00
8	Remove & Replace Existing Curb	296	LF	\$77.30	\$22,880.80		\$0.00
9	Concrete Curb, Barrier, ODOT Type 6	133	LF	\$33.40	\$4,442.20		\$0.00
10	Curb Flares	4	EACH	\$610.00	\$2,440.00		\$0.00
11	Public Pavement (6" #304, 7" #301, 1.5" #448 Type 1, 1.5" #448 Type 1)	220	SY	\$110.00	\$24,200.00		\$0.00
12	Asphalt Surface Course (1.5" #448) Towne Center Blvd	5525	SY	\$23.40	\$129,285.00		\$0.00
13	Pavement Striping	1	LS	\$29,745.00	\$29,745.00		\$0.00
14	Traffic Signs, Installed	11	EACH	\$535.00	\$5,885.00		\$0.00
	<b>TOTAL COST UNCOMPLETED COST</b>				<b>\$332,322.20</b>		<b>\$0.00</b>
	<b>MAINTEN. AMOUNT PERFORM. AMOUNT</b>				<b>\$66,464.44</b>		<b>\$0.00</b>

# Resolution

Number 24-0525

Adopted Date April 16, 2024

## APPROVING VARIOUS RECORD PLATS

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

- Hamilton Pointe Section 1 – Hamilton Township
- Hamilton Pointe Section 2 – Hamilton 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 16<sup>th</sup> day of April 2024.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Krystal Powell, Clerk

cc: Plat File  
RPC

# Resolution

Number 24-0526

Adopted Date April 16, 2024

APPROVING A SUPPLEMENTAL APPROPRIATION AND AN OPERATIONAL TRANSFER INTO PROPERTY CASUALTY INSURANCE #6637

WHEREAS, a supplemental appropriation and an operational transfer are necessary in order to process payment for Property Casualty Insurance; and

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

Supplemental Appropriation

\$ 443,341.00 into #11011112-5997 (General Fund – BOCC OT Operational Transfer)

Operational Transfer

\$ 443,341.00 from #11011112-5997 (General Fund – BOCC OT Operational Transfer)  
into #6637-49000 (Property Insurance - Distributions/Transfers)

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

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

Resolution adopted this 16<sup>th</sup> day of April 2024.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Krystal Powell, Clerk

cc: Auditor   
Supplemental App. file  
Operational Transfer file  
OMB

# Resolution

Number 24-0527

Adopted Date April 16, 2024

APPROVING A SUPPLEMENTAL APPROPRIATION AND AN APPROPRIATION  
ADJUSTMENT INTO PROPERTY INSURANCE FUND #6637

BE IT RESOLVED, to make CORSA insurance premium payment, it is necessary to approve the  
following supplemental appropriation and appropriation adjustment:

Supplemental Appropriation

\$ 22,000.00 into #66371113-5460 (Property Casualty – Insurance)

Appropriation Adjustment

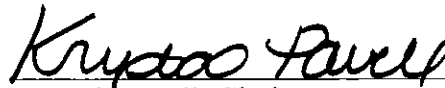
\$ 3,000.00 from #66371113-5400 (Property Casualty – Purchased Services)  
into #66371113-5460 (Property Casualty – Insurance)

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 16<sup>th</sup> day of April 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

/js

cc: Auditor  \_\_\_\_\_  
Supplemental App. File  
Appropriation Adj File  
OMB (file)

# Resolution

Number 24-0528

Adopted Date April 16, 2024

APPROVING AN APPROPRIATION ADJUSTMENT WITHIN SHERIFF'S OFFICE FUND  
#11012200

BE IT RESOLVED, to approve the following appropriation adjustment:

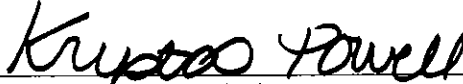
\$50,000.00	from	11012200-5210	(Sheriff Material & Supplies)
	into	11012200-5370	(Software Non Data Board)

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 16<sup>th</sup> day of April 2024.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Krystal Powell, Clerk

cc: Auditor   
Appropriation Adjustment file  
Sheriff's Office (file)

# Resolution

Number 24-0529

Adopted Date April 16, 2024

APPROVE APPROPRIATION ADJUSTMENT WITHIN GRANTS ADMINISTRATION  
FUND #2265

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

\$1,200.00    from    #22653410-5210    (Materials and Supplies)  
                  into    #22653410-5400    (Purchased Service)

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 16<sup>th</sup> day of April 2024.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Krystal Powell, Clerk

/sm

cc: Auditor   
Appropriation Adj. file  
OGA (file)



# Resolution

Number 24-0530

Adopted Date April 16, 2024

APPROVING AN APPROPRIATION ADJUSTMENT WITHIN THE SEWER PROJECT  
FUND 5575

WHEREAS, the Water and Sewer department incurs costs for a sewer project study; and;

WHEREAS, an appropriation adjustment is necessary to accommodate said costs.

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

\$250,000.00	from	55753300-5320	(Capital Purchase)
	into	55753300-5400	(Purchased Services)

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

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

Resolution adopted this 16<sup>th</sup> day of April 2024.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Krystal Powell, Clerk

mbz

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

# Resolution

Number 24-0531

Adopted Date April 16, 2024

APPROVING APPROPRIATION ADJUSTMENT WITHIN HEALTH INSURANCE FUND  
#6632

BE IT RESOLVED, to approve the following appropriation adjustments:


\$ 658.82 from #66320100-5830 (Health – Workers Compensation)  
\$ 463.00 from #66320100-5850 (Health – Training/Education)  
\$ 1,121.82 into #66320100-5400 (Health – Purchased Services)

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

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

Resolution adopted this 16<sup>th</sup> day of April 2024.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Krystal Powell, Clerk

cc: Auditor   
Appropriation Adj. file  
OMB (file)

# Resolution

Number 24-0532

Adopted Date April 16, 2024

APPROVING REQUISITIONS AND AUTHORIZING COUNTY ADMINISTRATOR TO SIGN DOCUMENTS RELATIVE THERETO

BE IT RESOLVED, to approve requisitions as listed in the attached document and authorize Martin Russell, 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 16<sup>th</sup> day of April 2024.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Krystal Powell, Clerk

/kp

cc:

Commissioners' file

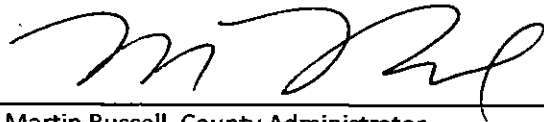
## REQUISITIONS

Department	Vendor Name	Description	Amount
WAT	OHIO VALLEY ENVIRONMENTAL ENGINEERING INC	SEW CB DALE ACRES WWTP UPGRADE	\$ 43,500.00 *RFP
WAT	POWERCLEAN EQUIPMENT COMPANY	WAT CAT MINI INDUSTRIAL WALK B	\$ 12,103.00 *capital purchase, 3 quotes
JUV	ISAAC WILES & BURKHOLDER LLC	JUV PROBATION TRAINING	\$ 1,750.00 *contract in packet
ENG	CARGILL INC	ENG. 2024-2025 ROAD SALT	\$ 722,985.00 *bid project
BLD	CINCYAUTOS INC	BLD 2024 FORD EXPLORER	\$ 41,757.00 *vehicle

## PO CHANGE ORDERS

ENG	RIBWAY ENGINEERING GROUP	ENGINEERING SERVICES GROG RD BRIDGE	\$ 6,000.00 *increase
ENG	FORD DEVELOPMENT CORP	MASON MORROW MILLGROVE BRIDGE	\$ 51,061.40 *decrease
ENG	EAGLE BRIDGE CO	KING AVE BRIDGE	\$ 413,292.93 *decrease

4/16/2024 APPROVED:



Martin Russell, County Administrator

# Resolution

Number 24-0533

Adopted Date April 16, 2024

DETERMINING A REAL AND PRESENT EMERGENCY EXISTS BASED ON EVIDENCE IN THE RECORD THAT 12 WATERMAIN BREAKS TO-DATE HAVE CAUSED ACUTAL PHYSICAL DISASTER TO STRUCTURES ALONG STATE ROUTE 48 IN MAINEVILLE AND OTHER RESIDENCES AND BUSINESS STRUCTURES IN THE SAME VICINITY MAY IMMINENTLY SUSTAIN ACTUAL PHYSICAL DISASTER THEREBY NECESSITATING THIS BOARD TO APPROVE THE STATE ROUTE 48 – MAINEVILLE WATERMAIN REPLACEMENT PROJECT WITHOUT FURTHER DELAY AND PROCEED WITH HIRING A CONTRACTOR WITHOUT COMPETIVE BIDDING

**WHEREAS**, in accordance with Ohio Revised Code 307.86, competitive bidding requirements and certain exceptions, including: competitive bidding is not required when a Board of County Commissioners makes a determination that a real and present emergency exists, and that determination and the reasons for it are entered into the minutes of the proceedings of the Board, when, inter alia, there is actual physical disaster to structures; and

**WHEREAS**, Chris Brausch, Sanitary Engineer, presented evidence during the February 27, 2024 regular meeting of this Board relative to a chronic problem area along State Route 48 in Maineville wherein 12 water main breaks in close proximity suddenly and unexpectedly occurred in a short time span and caused actual physical disaster to residences and businesses in that vicinity; and

**WHEREAS**, to date, the Board has received and paid out a claim to one of the property owners who suffered damage with partial loss and destruction of his residential structure; and

**WHEREAS**, during the February 27, 2024 regular meeting of this Board, Mr. Brausch opined the causation of the water main breaks is the 1960's cast iron pipe breaking, especially during dry weather conditions, and such circumstances create a real and present emergency that such breakages will continue to occur imminently and cause detrimental impact to other residences and businesses necessitating immediate preventative action; and

**WHEREAS**, Mr. Brausch further advised the Board that 1,000 feet of water line must be replaced, and that the Water and Sewer Department intended to use its own workforce to expedite the completion of the design phase of the 1,000 feet of water line due to the urgency of this matter; and

**WHEREAS**, Mr. Brausch has completed the design phase and produced the attached plans for the State Route 48 – Maineville Watermain Replacement Project; and

**WHEREAS**, the cost estimate for the said Project is \$714,500; and

**WHEREAS**, the Water and Sewer Department requests the Board approve the State Route 48 – Maineville Watermain Replacement Project and further authorize the project to proceed by hiring a contractor without competitive bidding due to the existence of a real and present emergency.

**NOW THEREFORE BE IT RESOLVED**, by the Board of Commissioners of Warren County, Ohio, by unanimous vote of the members casting a vote, concur as follows:

- 1) Pursuant to R.C. 307.86(A)(2), the Board does hereby make a determination that a real and present emergency exists, including actual physical damage to structures based on the foregoing reasons provided to the Board and made a part of the minutes for the regularly scheduled meeting on February 27, 2024.
- 2) The attached plans for the State Route 48 – Maineville Watermain Replacement project are hereby approved.
- 3) The Water and Sewer Department shall proceed with the process to hire a contractor without competitive bidding and in lieu thereof the Water and Sewer Department shall; a) solicit no fewer than three informal estimates from contractors who could perform the work; and, b) submit an emergency requisition through the accounting system along with the necessary documentation and this Resolution.
- 4) The findings made by the Board in the above whereas clauses are hereby adopted as a part of these resolving paragraphs.
- 5) All action taken relating hereto and this Resolution is an administrative act.
- 6) All action taken relating hereto to and this Resolution occurred in an open meeting of the Board in compliance with the Ohio Open Meetings Act, Section 121. 22, et seq. of the Ohio Revised Code.

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

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

Resolution adopted this 16<sup>th</sup> day of April 2024.

BOARD OF COUNTY COMMISSIONERS

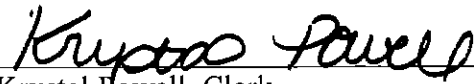
  
\_\_\_\_\_  
Krystal Powell, Clerk

cc: Water/Sewer (file)  
OMB  
Project file  
Bruce McGary

RESOLUTION #24-0533  
APRIL 16, 2024  
PAGE 3

CERTIFICATION

I hereby certify that the foregoing is a true, accurate, and complete copy of Resolution No. 24-0533 adopted April 16, 2024, by the Board of Commissioners of Warren County, Ohio.

  
\_\_\_\_\_  
Krystal Powell, Clerk,  
Board of County Commissioners  
Warren County, Ohio

# WARREN COUNTY WATER AND SEWER DEPARTMENT

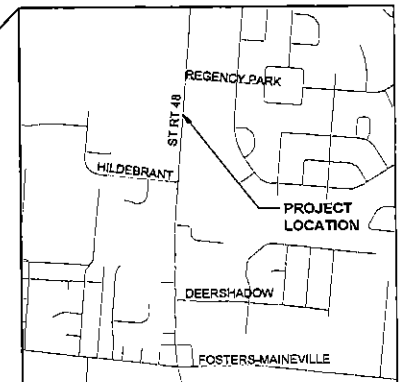
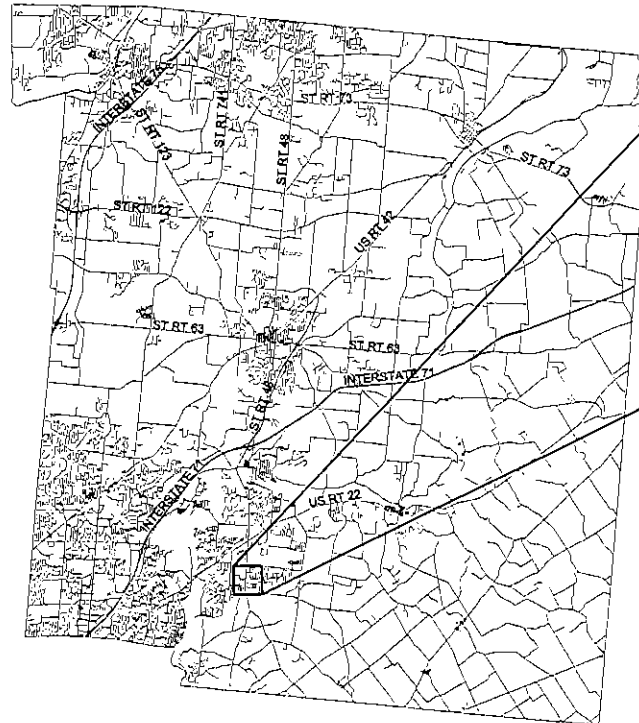


## STATE ROUTE 48 - MAINEVILLE WATERMAIN REPLACEMENT

WARREN COUNTY, OHIO  
VILLAGE OF MAINEVILLE

### SHEET INDEX

- 1 TITLE SHEET
- 2 NOTES
- 3 STANDARD DETAILS
- 4 PLAN & PROFILE: ALLEY - STA. 0+00 TO STA. 4+47
- 5 PLAN & PROFILE: SR 48 - STA. 0+00 TO STA. 6+25
- 6 PLAN & PROFILE: SR 48 - STA. 6+25 TO END.



STATE ROUTE 48  
VILLAGE OF MAINEVILLE  
WARREN COUNTY, OHIO



PROJECT:  
ST RT 48 - MAINEVILLE W/M  
DATE:  
APRIL 2, 2024  
DRAWN BY:  
K. GILBERT  
REVIEWED BY:  
C. BRAUSCH

WARREN COUNTY  
WATER & SEWER DEPARTMENT  
406 JUSTICE DRIVE  
LEBANON, OH 45036



NO.	REVISION/ISSUE	DATE

TITLE SHEET

STATE ROUTE 48 - MAINEVILLE  
WATERMAIN REPLACEMENT

PAGE  
**1**  
SCALE:  
NTS



**GENERAL NOTES**

**SPECIFICATIONS:**  
 ANY MODIFICATION OR CHANGES TO THE WORK AS SHOWN ON THE DRAWINGS MUST HAVE PRIOR WRITTEN APPROVAL BY THE PROJECT OWNER.  
 APPROVAL OF THIS PLAN IS CONTINGENT UPON ALL EASEMENTS AND RIGHTS-OF-ENTRY REQUIRED FOR CONSTRUCTION OF THE IMPROVEMENTS WORK BEING DESCRIBED BY THE COUNTY.  
 THE COUNTY WILL NOT BE RESPONSIBLE FOR MEANS, METHODS, PROCEDURES, TECHNIQUES OR SEQUENCES OF CONSTRUCTION THAT ARE NOT SPECIFIED HEREIN.  
 THE CONTRACTOR SHALL FURNISH ALL LABOR, MATERIALS, TOOLS, EQUIPMENT, SERVICES, AND RELATED ACCESSORIES FOR A COMPLETE PROJECT AS DESCRIBED IN THE PLANS AND SPECIFICATIONS. THE PRICE FOR ITEMS OF WORK OR MATERIALS SHOWN ON THE PLANS OR PROVIDED FOR IN THE SPECIFICATIONS OR SPECIAL PROVISIONS FOR WHICH NO SEPARATE UNIT PRICE OR METHOD OF PAYMENT ARE GIVEN SHALL BE DISTRIBUTED AMONG THE VARIOUS BID ITEMS. SUBMISSION OF A BID SHALL BE CONSIDERED EVIDENCE THAT THE BIDDER IS SATISFIED WITH THE PLANS AND CONDITIONS AS SHOWN. NO ADDITIONAL COMPENSATION WILL BE PAID TO THE CONTRACTOR FOR COMPLIANCE WITH THE PLANS, SPECIFICATIONS, OR SPECIAL PROVISIONS.

**SAFETY REQUIREMENTS:**  
 THE CONTRACTOR AND ANY AND ALL SUBCONTRACTORS SHALL BE SOLELY RESPONSIBLE FOR COMPLYING WITH ALL FEDERAL, STATE, AND LOCAL SAFETY REQUIREMENTS, TOGETHER WITH EXERCISING PRECAUTIONS AT ALL TIMES FOR THE PROTECTION OF PERSONS (INCLUDING EMPLOYEES) AND PROPERTY. IT IS ALSO SOLELY THE RESPONSIBILITY OF THE CONTRACTOR AND SUBCONTRACTOR TO INITIATE, MAINTAIN, AND SUPERVISE ALL SAFETY REQUIREMENTS, PRECAUTIONS, AND PROGRAMS IN CONNECTION WITH THE WORK.

**CONFINED SPACE ENTRY:**  
 THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR FOLLOWING OSHA REQUIREMENTS FOR "CONFINED SPACE ENTRY" (CSE), TITLE 429 OF THE FEDERAL REGULATIONS CODE, PART 1610.148, WHILE PERFORMING WORK INSIDE ANY MANHOLE OR OTHER CONFINED SPACE REQUIRING A PERMIT. COPY OF THE CSE PERMITS SHALL BE GIVEN TO THE COUNTY UPON PROJECT COMPLETION.

**PERMITS:**  
 THE CONTRACTOR SHALL SECURE AND PAY FOR ALL PERMITS AND GOVERNMENT FEES, LICENSES, AND INSPECTIONS NECESSARY FOR THE PROPER EXECUTION AND COMPLETION OF THE IMPROVEMENTS SHOWN ON THE PLANS.

**INSPECTION:**  
 WARREN COUNTY WILL PROVIDE ALL CONSTRUCTION INSPECTION FOR THIS PROJECT. NO WORK SHALL BE COMMENCED UNTIL ARRANGEMENTS HAVE BEEN MADE WITH THE COUNTY FOR INSPECTION SERVICES AND A PRE-CONSTRUCTION MEETING HAS TAKEN PLACE.

**UTILITIES:**  
 THE CONTRACTOR SHALL NOTIFY THE OHIO UTILITIES PROTECTION SERVICES (OUPS) AT (1-800-362-2764) AT LEAST 48 HOURS, AND NO MORE THAN 10 DAYS PRIOR TO EXCAVATING, WITH SUCH TIME PERIODS NOT INCLUDING WEEKENDS OR HOLIDAYS. CONTRACTORS SHALL SIMILARLY CONTACT ALL UTILITY OWNERS WHO ARE NOT SUBSCRIBERS TO OUPS. THE CONTRACTOR IS RESPONSIBLE FOR THE INVESTIGATION, LOCATION, SUPPORT, PROTECTION, AND RESTORATION OF ALL EXISTING UTILITIES AND APPURTENANCES WHETHER SHOWN ON THE PLANS OR NOT. THE CONTRACTOR SHALL PROCEED WITH THE WORK AND PROTECT ALL UNDERGROUND UTILITIES IN A MANNER AT LEAST AS CAUTIOUS AND PROTECTIVE OF SAFETY AND UNDERGROUND UTILITIES AS THOSE METHODS IDENTIFIED IN SECTION 3781.25 THROUGH 3781.30 OF THE OHIO REVISED CODE. ALL PRIVATE UTILITY RELOCATION (GAS, ELECTRIC, PHONE, ETC) WILL BE THE RESPONSIBILITY OF THE UTILITY OWNERS. THE CONTRACTOR IS RESPONSIBLE FOR COORDINATING THE RELOCATION AND/OR PROTECTION OF ANY UTILITIES AS REQUIRED BY THE PLAN WITH THE OWNER OF THE AFFECTED UTILITY.

**RIGHTS-OF-WAY:**  
 IN ADDITION TO THE DIRECT REQUIREMENTS OF THE CONTRACT SPECIFICATIONS, THE CONTRACTOR SHALL OBSERVE AND CONFORM TO THE SPECIFIC REQUIREMENTS OF RIGHT-OF-WAYS, INCLUDING EASEMENTS, COURT ENTRIES, RIGHT-OF-ENTRY, OR ACTION FILED IN COURT IN ACCORDANCE WITH THE CODE OF THE APPLICABLE GOVERNING AGENCY. THE COST OF THE OPERATIONS NECESSARY TO FULFILL SUCH REQUIREMENTS SHALL BE INCLUDED IN THE BID PRICE FOR THE VARIOUS ITEMS OF THE CONTRACT UNLESS SPECIAL PROVISION IS MADE IN THE CONTRACT SPECIFICATIONS FOR SUCH COST UNDER SPECIFIC ITEMS OF THE CONTRACT.

**WORK LIMITS:**  
 THE CONTRACTOR IS RESPONSIBLE FOR CONTAINING ALL PERFORMED WORK AND ALL EQUIPMENT, MATERIALS, VEHICLES, ETC. USED TO COMPLETE THE WORK WITHIN THE RIGHT-OF-WAY OF THE STREETS, ROADWAYS, AND PERMANENT EASEMENTS.

**STORAGE OF EQUIPMENT AND MATERIALS:**  
 NO MATERIALS, INCLUDING PIPE, SHALL BE STORED WITHIN TWENTY (20) FEET OF ANY INTERSECTING STREET OR DRIVEWAY. DURING NON-WORKING HOURS OF EQUIPMENT SHALL COMPLY WITH THESE SAME REQUIREMENTS. COMPLIANCE WITH THESE REQUIREMENTS SHALL NOT IN ANY WAY RELIEVE THE CONTRACTOR OF HIS LEGAL RESPONSIBILITIES OR LIABILITIES FOR THE SAFETY OF THE PUBLIC. THE CONTRACTOR SHALL INDICATE HIS INTENT WITH REGARD TO STORAGE OF MATERIAL AT THE PRE-CONSTRUCTION MEETING.

**CONVENIENCE FACILITIES:**  
 THE CONTRACTOR SHALL FURNISH AND MAINTAIN SANITARY CONVENIENCE FACILITIES FOR THE WORKMEN AND INSPECTORS FOR THE DURATION OF THE WORK. COST SHALL NOT BE INCLUDED IN THE PRICE BID FOR VARIOUS ITEMS.

**PRE-CONSTRUCTION MEETING:**  
 NO WORK SHALL START PRIOR TO A PRE-CONSTRUCTION MEETING. THE COUNTY WILL NOTIFY THE CONTRACTOR TO ARRANGE A TIME AND DATE FOR THIS MEETING. THE COUNTY SHALL AUTHORIZE A STAFF DATE.

**NON-RUBBER TIRED VEHICLES:**  
 NO NON-RUBBER TIRED VEHICLES SHALL BE MOVED ON PUBLIC STREETS.

**SIGNS, MAILBOXES, FENCES, ETC.:**  
 THE CONTRACTOR SHALL BE RESPONSIBLE FOR RESTORING ALL SIGNS, MAILBOXES, FENCES, GUARDRAIL, BRUSH, PROPERTY, DRAINAGE STRUCTURES, OR OTHER PHYSICAL FEATURES DISTURBED OR DAMAGED DURING CONSTRUCTION WHETHER SHOWN ON THE PLANS OR NOT TO THEIR ORIGINAL LOCATION AND CONDITION AND TO THE SATISFACTION OF THE PROPERTY OWNER. COST TO BE INCLUDED IN THE PRICE OF BID FOR VARIOUS ITEMS.

**CONSTRUCTION DEBRIS:**  
 THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE IMMEDIATE CLEANUP OF ANY DEBRIS, MUD, OR DIRT TRACKED OR SPILLED ON PUBLIC STREETS OR PRIVATE DRIVES WHETHER INSIDE OR OUTSIDE THE PROJECT AREA. THE CONTRACTOR IS RESPONSIBLE FOR THE COST OF ANY SERVICES CONTRACTED AND/OR COMPLETED BY WARREN COUNTY IN THE CLEAN UP OF ANY TRACKING OR SPILLAGE ANYTIME DURING PROJECT CONSTRUCTION. THE ENGINEER MAY REQUIRE THE CONTRACTOR TO PERFORM WEEKLY STREET CLEANING IF EXCESSIVE AMOUNTS OF DIRT AND MUD ARE LEFT ALONG THE STREET. THIS MAY INCLUDE REMOVAL BY SWEEPING, POWER CLEANING, OR MANUAL METHODS. THE COST OF THIS WORK SHALL BE INCLUDED IN THE VARIOUS CONTRACT ITEMS, UNLESS OTHERWISE SPECIFIED.

**EROSION & SEDIMENTATION CONTROL:**  
 THE CONTRACTOR SHALL PROVIDE EROSION AND SEDIMENTATION CONTROL SERVICES IF SIGNIFICANT EROSION OCCURS AT THE PROJECT SITES.

**WORK HOURS:**  
 WORK HOURS PERMITTED 8:00AM TO 5:00PM UNLESS OTHERWISE ADJUSTED BY OWNER. WORK ALONG THE ALLEY SHALL BE LIMITED TO 9:30 AM TO 3:30 PM UNLESS OTHERWISE ADJUSTED BY THE OWNER.

**BOLTS AND NUTS:**  
 USE ONLY #16 GALVANIZED STEEL BOLTS AND NUTS.

**CONSTRUCTION LIMITS:**  
 CONSTRUCTION LIMITS SHALL BE WITHIN THE EXISTING RIGHT-OF-WAY AND PUBLIC UTILITY EASEMENTS.

**RESTORATION AND CLEANUP:**  
 IT IS THE INTENT OF THE COUNTY TO KEEP INCONVENIENCE TO THE PROPERTY OWNERS TO AN ABSOLUTE MINIMUM. ALL WORK DESCRIBED AND DESCRIBED IN THESE SPECIFICATIONS IS SITUATED IN IMPROVED AREAS. ALL WORK IS TO CONTINUE ON A UNIFORM BASIS AND ON SCHEDULE, PARTICULARLY THE RESTORATION AND CLEAN UP OF DISTURBED AREAS AFTER CONSTRUCTION.  
 AREAS DISTURBED DURING CONSTRUCTION SHALL BE SEEDED AND MULCHED WITH TWO (2) WEEKS OF THE WATER INSTALLATION AND IMMEDIATE RE-GRADING. COMMERCIAL FERTILIZER (12-12-12) SHALL BE APPLIED AT A RATE OF 20 LBS. PER 1000 S.F. ALL DEBRIS, RUBBLE, UNUSABLE MATERIALS, AND ITEMS NOT SALVAGED BY THE OWNER SHALL BECOME THE PROPERTY OF THE CONTRACTOR AND SHALL BE REMOVED FROM THE SITE BY THE CONTRACTOR AND DISPOSED OF PROPERLY.

**PROTECTING EXISTING UNDERGROUND UTILITIES:**  
 THE CONTRACTOR SHALL BE RESPONSIBLE FOR STAKING, MARKING, OR OTHERWISE DEMARKING THE LOCATION OF THE UNDERGROUND UTILITIES IN THE CONSTRUCTION AREAS IN SUCH A MANNER AS TO INDICATE THEIR COURSE TOGETHER WITH THE APPROXIMATE DEPTH OF WHICH THEY WERE INSTALLED.  
 THE MARKING OR LOCATING SHALL BE COORDINATED TO STAY APPROXIMATELY TWO DAYS AHEAD OF PLANNED CONSTRUCTION. EXTREME CARE SHALL BE TAKEN IN THE VICINITY OF THE EXISTING UTILITIES. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO ISOLATE, BRACE, SUPPORT, SHEET, ETC. AND PROTECT THE EXISTING UTILITY FROM MOVING EITHER HORIZONTALLY OR VERTICALLY, IF SUCH MOVEMENT OCCURS DUE TO THE CONTRACTOR'S OPERATIONS. HE SHALL REPAIR THE UTILITY AT HIS EXPENSE. THE CONTRACTOR MAY ELECT TO REMOVE AND RECONSTRUCT PORTIONS OF THE EXISTING UTILITY AT HIS OWN EXPENSE IF HE SO DESIRES.  
 SHOULD AN UNLOCATED OR AN EXTREME VARIANCE IN LOCATION OF A UTILITY BE ENCOUNTERED DURING EXCAVATION, CONSULT THE ENGINEER IMMEDIATELY FOR DIRECTIONS.  
 DO NOT INTERRUPT EXISTING UTILITIES SERVING FACILITIES OCCUPIED AND USED BY THE ENGINEER OR OTHERS, EXCEPT WHEN PERMITTED IN WRITING BY THE ENGINEER AND THEN ONLY AFTER ACCEPTABLE TEMPORARY UTILITY SERVICING HAS BEEN PROVIDED. COOPERATION WITH THE ENGINEER IN KEEPING RESPECTIVE SERVICES AND FACILITIES IN OPERATION IS ESSENTIAL. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO PERFORM HIS WORK IN SUCH A MANNER AS NOT TO DAMAGE OR DESTROY ANY EXISTING UTILITY. IF ANY SUCH DAMAGE DOES OCCUR DUE TO THE CONTRACTOR'S OPERATIONS, HE SHALL NOTIFY THE ENGINEER IMMEDIATELY AND REPLACE THE DAMAGED PORTION IMMEDIATELY, AND AT HIS EXPENSE.

**DOWNTIME DUE TO FIELD CONFLICTS:**  
 DURING THE CONSTRUCTION ACTIVITIES OF THIS PROJECT, THERE MAY BE TIMES WHEN THE CONSTRUCTION IN SOME AREAS MAY NEED TO BE SUSPENDED PENDING FEEDBACK ON, OR A RESOLUTION OF AN ISSUE WITH THE OWNER AND/OR ENGINEER. THE CONTRACTOR IN THIS CASE SHALL MOVE THE CREWS AND EQUIPMENT TO WORK IN A DIFFERENT AREA OR ON A DIFFERENT TASK. COST OF MOBILIZING AND DEMOBILIZING OF THE CONTRACTOR'S WORK CREWS AND EQUIPMENT INCLUDING ANY "DOWNTIME" SHALL BE INCIDENTAL TO THE OVERALL BID PRICE FOR THIS PROJECT.

**SIGNS, MAILBOXES, FENCES, ETC.:**  
 THE CONTRACTOR SHALL BE RESPONSIBLE FOR RESTORING ALL SIGNS, MAILBOXES, FENCES, GUARDRAIL, BRUSH, PROPERTY, DRAINAGE STRUCTURES, OR OTHER PHYSICAL FEATURES DISTURBED OR DAMAGED DURING CONSTRUCTION WHETHER SHOWN ON THE PLANS OR NOT TO THEIR ORIGINAL LOCATION AND CONDITION AND TO THE SATISFACTION OF THE PROPERTY OWNER. COST TO BE INCLUDED IN THE PRICE OF BID FOR VARIOUS ITEMS.

**RESIDENTS ACCESS TO HOMES:**  
 THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL PRIVATE PROPERTY AND COMMERCIAL FACILITIES. THE CONTRACTOR SHALL GIVE REASONABLE NOTICE TO OWNERS AND/OR TENANTS WHO MAY BE AFFECTED BY CONTRACTOR'S OPERATION.

**WATER MAIN NOTES**

1. ALL WATER LINES AND APPURTENANCES SHALL BE CONSTRUCTED ACCORDING TO WARREN COUNTY WATER & SEWER DEPARTMENT SPECIFICATIONS.
2. WATER MAIN SHALL BE AS FOLLOWS:
  - A. 12" WATERMAIN: THE WATER MAIN SHALL BE POLY-WRAPPED DUCTILE IRON PIPE AND CONFORM TO ANSI A21.51 (AWWA C-151) CLASS 52.
  - B. 3" WATERMAIN: THE WATER MAIN SHALL BE HIGH-DENSITY POLYETHYLENE (HDPE), TYPE III GRADE PER (ASTM D-7084) CLASS 200 RATING AND SHALL BE INSTALLED VIA HORIZONTAL DIRECTIONAL DRILLING (HDD).
3. ALL WATER MAINS, FITTINGS, AND APPURTENANCES, SHALL BE INSTALLED WITH POLYETHYLENE ENCASUREMENT IN ACCORDANCE WITH STANDARD DETAILS W-28A, W-28B, AND W-28C.
4. WATER FITTINGS AND BENDS SHALL BE DUCTILE IRON PIPE AND CONFORM TO ANSI A21.51 (AWWA C-151) CLASS 52.
5. THE INSTALLATION AND TESTING OF WATER MAINS SHALL BE MADE IN ACCORDANCE WITH WARREN COUNTY SPECIFICATIONS AND WILL BE SUBJECT TO WARREN COUNTY INSPECTION. DRINKING WATER SHALL BE REQUIRED.
6. NO SERVICE CONNECTIONS SHALL BE MADE TO THE WATER MAIN UNTIL THE WATER MAIN HAS BEEN INSPECTED, TESTED, AND RELEASED FOR TAP.
7. WATER LINES CROSSING ANY AND ALL SEWERS SHALL HAVE A MINIMUM VERTICAL SEPARATION OF TWENTY-FOUR (24) INCHES BETWEEN THE OUTSIDES OF THE WATER MAIN PIPE AND THE SEWER PIPE. ONE FULL LENGTH OF WATER MAIN PIPE SHALL BE CENTERED AT THE POINT OF CROSSING SUCH THAT BOTH JOINTS ARE EQUIDISTANT AND AS FAR FROM THE SEWER AS POSSIBLE.
8. ALL UNDERGROUND UTILITIES ARE SHOWN IN THEIR APPROXIMATE LOCATION ACCORDING TO THE BEST AVAILABLE RECORDS. THE CONTRACTOR SHALL NOTIFY THE WARREN COUNTY ENGINEERING DEPARTMENT AND ALL OTHER UTILITY OWNERS FORTY-EIGHT (48) HOURS PRIOR TO CONSTRUCTION TO OBTAIN ACCURATE FIELD LOCATIONS OF ALL UNDERGROUND UTILITIES.
9. NO GATE VALVE, METER PIT, OR CORPORATION STOP SHALL BE LOCATED UNDER OR WITHIN THREE FEET (3') OF DRIVEWAYS, ROADWAYS, CURB, OR SIDEWALKS.

**SERVICE CONNECTIONS**

1. CONTRACTOR SHALL INSTALL NEW CORPORATION STOPS, TYPE K COPPER LATERALS FROM THE CORPORATION STOP TO THE ANGLE VALVE, AND METER PITS COMPLETE WITH ALL PARTS CALLED OUT IN STANDARD DETAIL W-19A. EXISTING WATER METERS WILL BE REUSED OR NEW WATER METER WILL BE PROVIDED BY THE COUNTY. SIZES OF SERVICE LINES ARE CALLED OUT IN THE PLANS.
2. FOR 3/4" WATER SERVICES, PROVIDE THE FOLLOWING:
  - A. CORPORATION STOPS SHALL BE MUELLER P 1500B, FORD F81000, OR MCDONALD MAC-PACK COMPRESSION.
  - B. ANGLE VALVES SHALL BE MUELLER P2425-1, FORD B443-332W, OR MCDONALD 4820-22.
  - C. CHECK VALVES SHALL BE MUELLER P 1428B, FORD H434 323, OR MCDONALD 02-342.
  - D. COUPLINGS SHALL BE MUELLER P 15403, FORD C44-33, OR MCDONALD 4750-22.
  - E. METER PIT SHALL BE 20X32" SIGMA K2030-BW-W ROUND STRAIGHT WALL METER PIT.
  - F. METER PIT COVER SHALL BE FORD C-3T OR APPROVED EQUAL.
3. FOR 1" WATER SERVICES, PROVIDE THE FOLLOWING:
  - A. CORPORATION STOPS SHALL BE FORD F81000.
  - B. ANGLE VALVES SHALL BE FORD B443-444-W.
  - C. CHECK VALVES SHALL BE FORD H434-444, OR MCDONALD 02-342.
  - D. COUPLINGS SHALL BE MUELLER P 15403, FORD C44-33, OR MCDONALD 4750-22.
  - E. METER PIT SHALL BE 20X32" SIGMA K2030-BW-W ROUND STRAIGHT WALL METER PIT.
  - F. METER PIT COVER SHALL BE FORD C-3T OR APPROVED EQUAL.

**SEDIMENT & EROSION CONTROL NOTES**

- PRESERVING EXISTING VEGETATION:**
1. WHEREVER POSSIBLE, PRESERVE EXISTING TREES, SHRUBS, AND OTHER VEGETATION.
  2. TO PREVENT ROOT DAMAGE, DO NOT GRADE, PLACE SOIL PILES, OR PARK VEHICLES NEAR TREES MARKED FOR PRESERVATION.
- SILT FENCE & STRAW BALES:**
1. PUT UP BEFORE ANY OTHER WORK IS DONE.
  2. INSTALL ON DOWNSLOPE SIDE(S) OF SITE WITH ENDS EXTENDED UP SLOPES AT A SHORT DISTANCE.
  3. PLACE PARALLEL TO THE CONTOUR OF THE LAND TO ALLOW WATER TO POUND BEHIND FENCE.
  4. EX TRENCH 6 INCHES DEEP.
  5. STRAW BALES SHALL BE USED ONLY IN MAJOR DITCH LINES WITH THE APPROVAL OF THE COUNTY ENGINEER ALL OTHER LOCATIONS REQUIRE SILT FENCE.
  6. STAKE (2) STAKES PER BALE OR 1 STAKE EVERY 3 FEET FOR SILT FENCE.
  7. LEAVE NO GAPS BETWEEN BALES OR SECTIONS OF SILT FENCE.
  8. INSPECT AND REPAIR ONCE A WEEK AND AFTER EVERY 1/2 INCH RAIN. REMOVE SEDIMENT IF DEPOSITS REACH HALF THE FENCE OR STRAW BALE HEIGHT.
  9. MAINTAIN UNTIL A LAWN IS ESTABLISHED.

- SOIL PILES:**
1. LOCATED AWAY FROM ANY DOWNSLOPE STREET, DRIVEWAY, STREAM, LAKE, WETLAND, DITCH, OR DRAINAGEWAY.
  2. TEMPORARY BEEB SUCH AS ANNUAL RYE IS RECOMMENDED FOR TOPSOIL PILES.
  3. SURROUND WITH STRAW BALES OR SILT FENCE.

- SEDIMENT CLEANUP:**
1. BY THE END OF EACH WORK DAY, SWEEP OR SCRAPE UP SOIL TRACKED ONTO THE CURB.
  2. BY THE END OF THE NEXT WORK DAY AFTER A STORM, CLEAN UP SOIL WASHED OFF-SITE, AND CHECK STRAW BALES AND SILT FENCE FOR DAMAGE OR SEDIMENT BUILDUP.

**UTILITIES**

THE FOLLOWING UTILITIES ARE LOCATED WITHIN THE PROJECT CONSTRUCTION LIMITS:

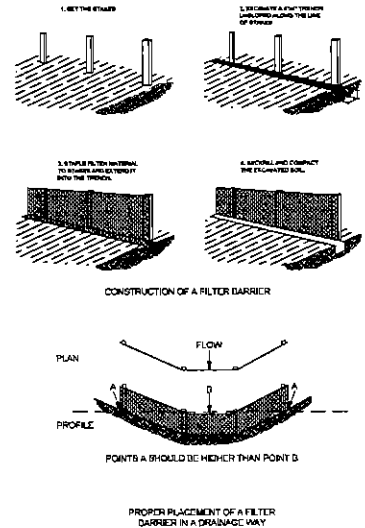
**WARREN COUNTY WATER & SEWER**  
 406 JUSTICE DRIVE  
 LEBANON, OH 45303  
 ATTN: KATHRYN GILBERT, P.E.  
 PHONE: (615) 895-1645  
 EMAIL: KATHRYN.GILBERT@CO.WARREN.OH.US

**TELEPHONE/CABLE:**  
 ALTA FIBER  
 221 E 4TH STREET (BUILDING 121-902)  
 CINCINNATI, OH 45202  
 ATTN: BRECK COWAN  
 PHONE: (615) 365-7187  
 EMAIL: BRECK.COWAN@CINCINNATI.BELL.COM

**ELECTRIC:**  
 DUKE ENERGY  
 2010 DANA AVENUE  
 CINCINNATI, OH 45207  
 ATTN: TROY DITTMER  
 PHONE: (513) 304-0082  
 EMAIL: TROY.DITTMER@DUKE-ENERGY.COM

**TELEPHONE/CABLE:**  
 CHARTER COMMUNICATIONS  
 16820 KENWOOD ROAD  
 CINCINNATI, OH 45242  
 ATTN: PAUL BIRETTA  
 (615) 388-5838  
 PAUL.BIRETTA@CHARTER.COM

**GAS:**  
 DUKE ENERGY  
 2010 DANA AVENUE  
 CINCINNATI, OH 45207  
 ATTN: MARK BRANSCUM  
 PHONE: (513) 247-2517  
 EMAIL: MARK.BRANSCUM@DUKE-ENERGY.COM



PROJECT: ST RT 48 - MAINEVILLE WM.  
 DATE: APRIL 2, 2024  
 DRAWN BY: K. GILBERT  
 REVIEWED BY: C. BRAUSCH

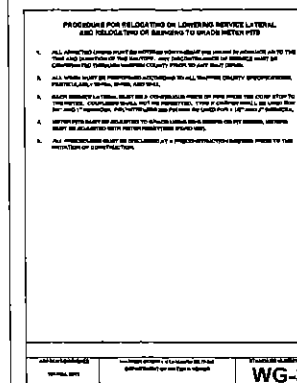
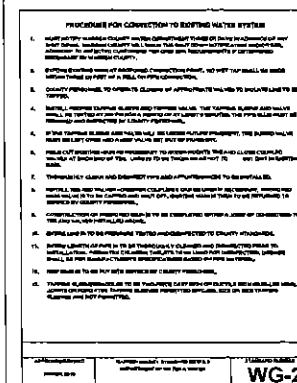
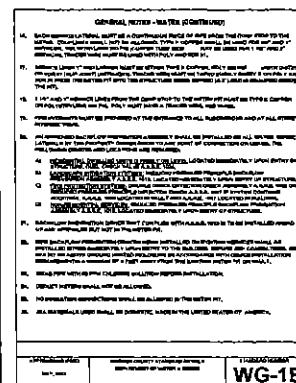
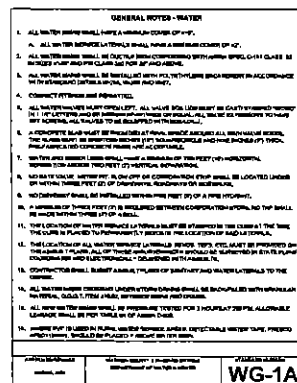
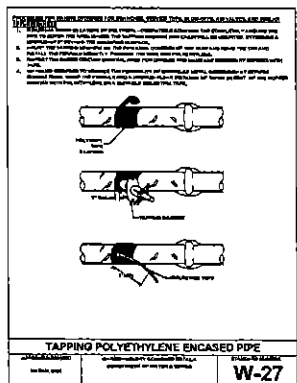
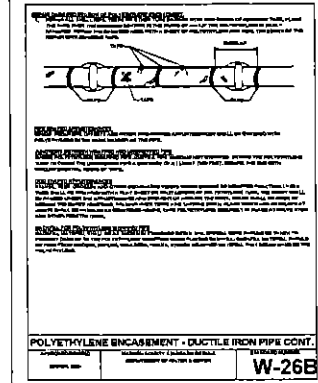
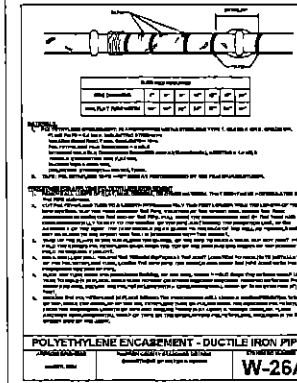
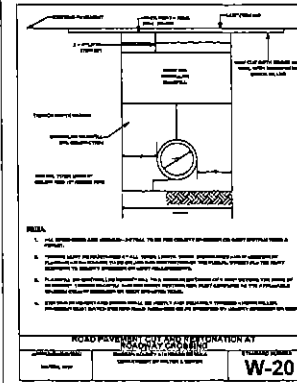
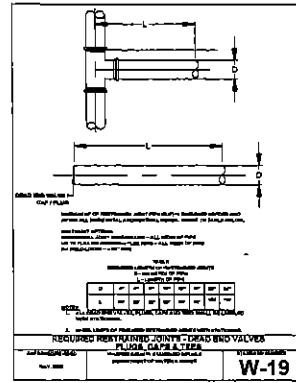
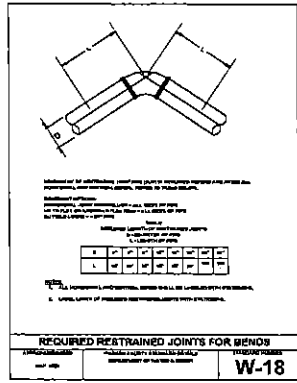
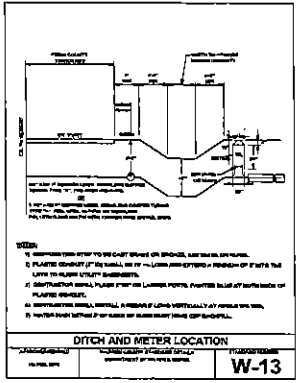
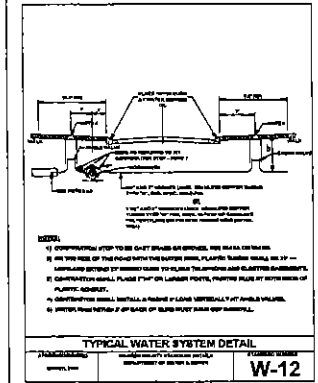
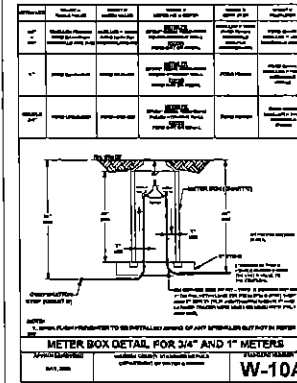
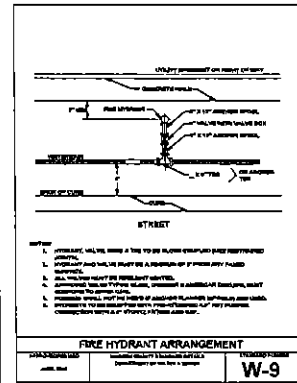
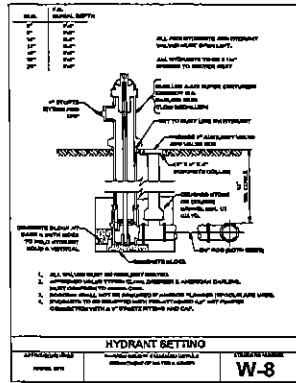
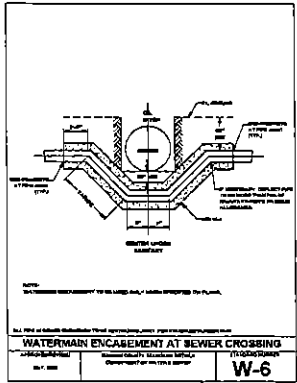
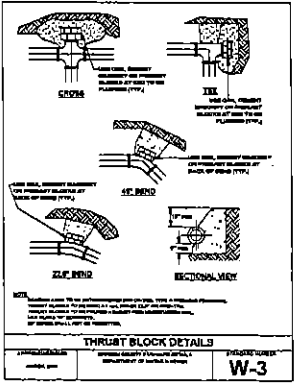
**WARREN COUNTY**  
**WATER & SEWER DEPARTMENT**  
 406 JUSTICE DRIVE  
 LEBANON, OH 45036

NO.	REVISION/ISSUE	DATE

**NOTES**

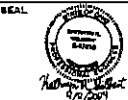
**STATE ROUTE 48 - MAINEVILLE WATERMAIN REPLACEMENT**

**PAGE 2**  
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PROJECT: ST RT 48 - MAINVILLE WM  
 DATE: APRIL 2, 2024  
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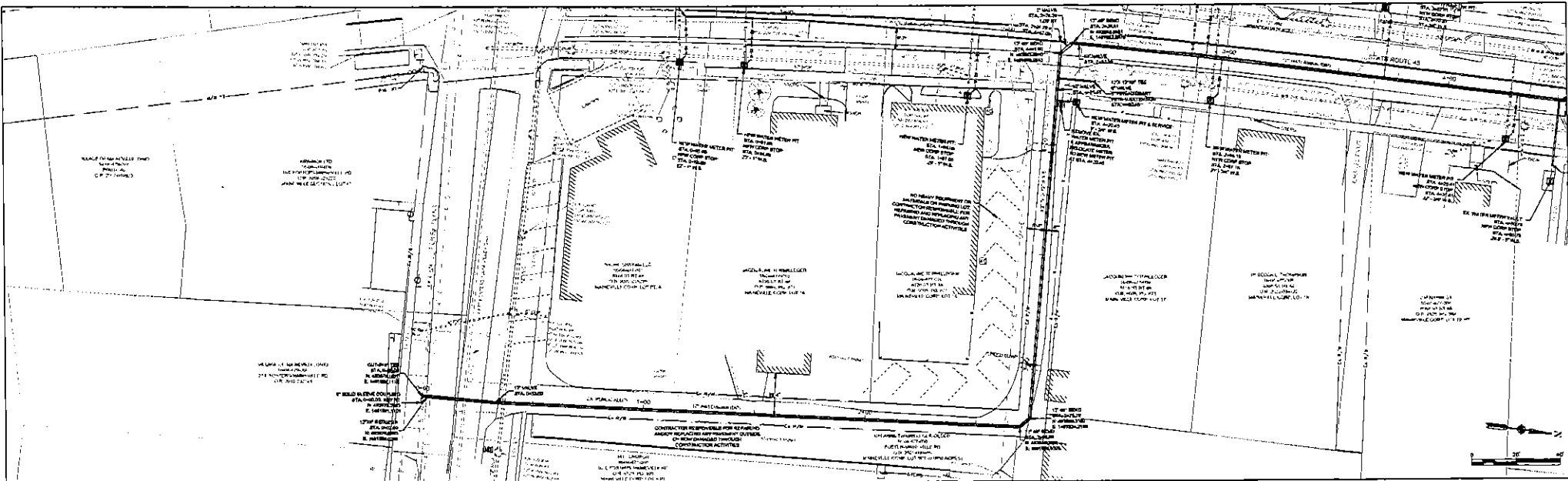


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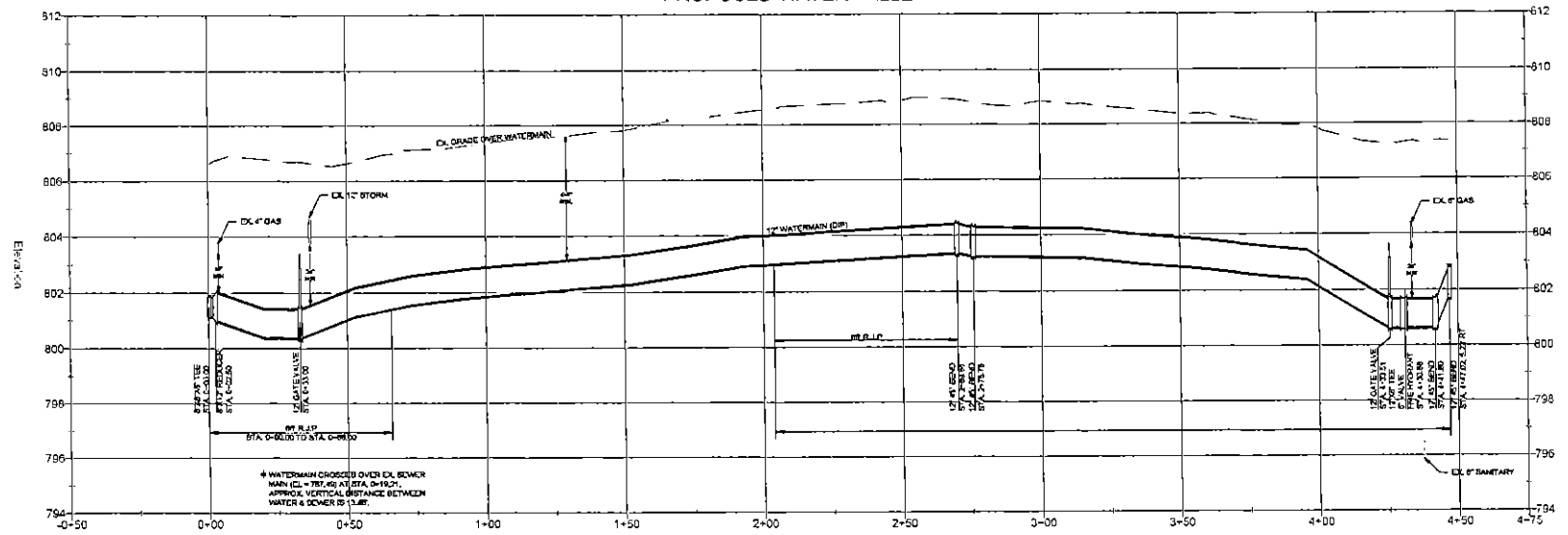
STANDARD DETAILS

STATE ROUTE 48 - MAINVILLE  
 WATERMAIN REPLACEMENT

PAGE 3  
 SCALE: NTS



PROPOSED WATER - ALLEY



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ST RT 48 - MAINEVILLE WM  
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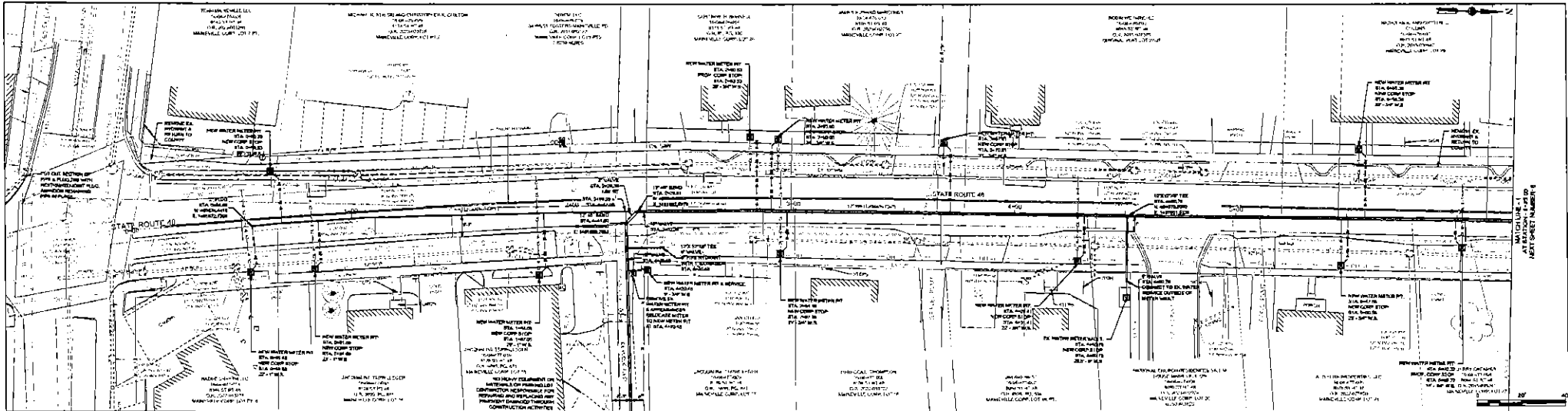


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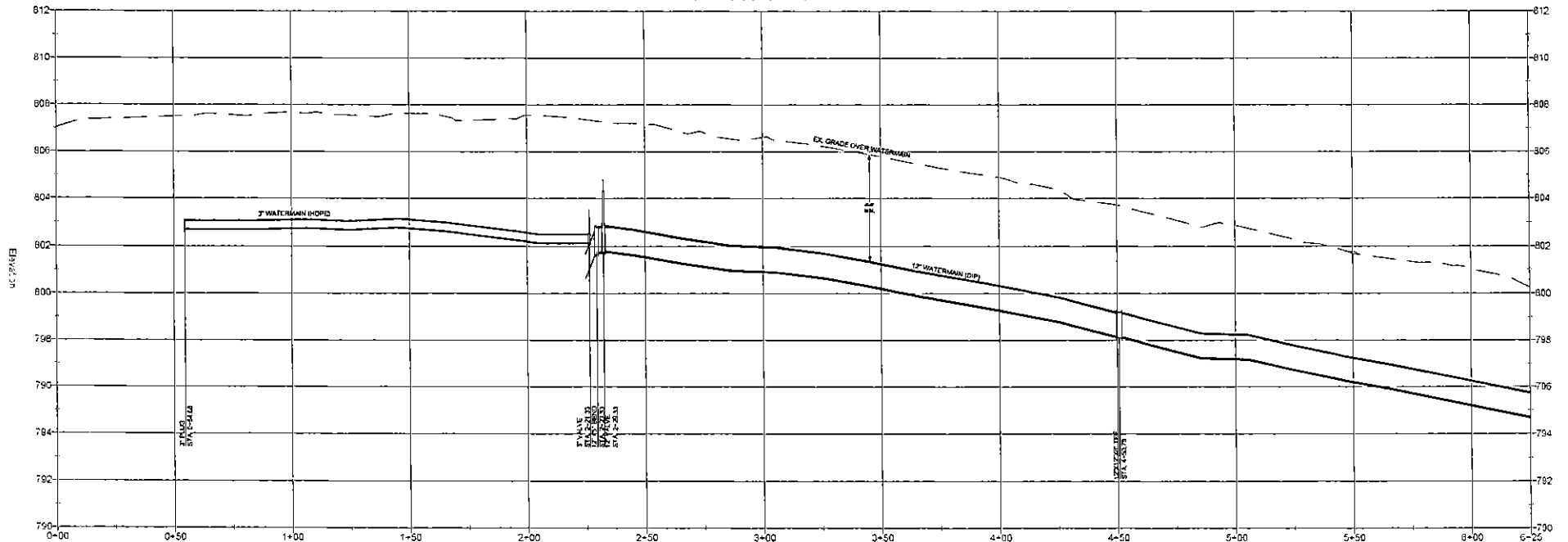
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**STATE ROUTE 48 - MAINEVILLE**  
**WATERMAIN REPLACEMENT**

**PAGE**  
**4**  
**SCALE:**  
**1"=20'**

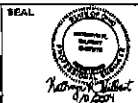


PROPOSED SR 48 WATERMAIN



PROJECT:  
ST RT 48 - MAINEVILLE W/M  
DATE:  
APRIL 2, 2024  
DRAWN BY:  
K. GILBERT  
REVIEWED BY:  
C. BRAUSCH

**WARREN COUNTY**  
**WATER & SEWER DEPARTMENT**  
406 JUSTICE DRIVE  
LEBANON, OH 45036



NO.	REVISION/ISSUE	DATE

**PLAN & PROFILE**  
**STATE ROUTE 48**  
**STA. 0+00 TO STA. 6+25**

**STATE ROUTE 48 - MAINEVILLE**  
**WATERMAIN REPLACEMENT**

**PAGE**  
**5**  
**SCALE:**  
**1"=20'**



# Resolution

Number 24-0534

Adopted Date April 16, 2024

APPROVING EMERGENCY REPAIR PARTS OF THE INFLUENT BAR SCREEN #2 LOCATED AT THE LITTLE LOWER MIAMI WASTEWATER TREATMENT PLANT.

WHEREAS, the Water & Sewer Department experienced an equipment failure to a screen of the Influent Bar #2 located at the Little Lower Miami Wastewater Treatment Plant; and

WHEREAS, the repair is critical and time sensitive to the Wastewater operations as the equipment is used to screen the influent sewage entering into the treatment facility.

NOW THEREFORE BE IT RESOLVED, to approve Purchase Order No. 24001586, with Pelton Environmental in the amount of \$11,868.35 for the procurement of the repair parts for the Influent Bar Screen #2 located Little Lower Miami Wastewater Treatment Plant.

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 16th day of April 2024.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Krystal Powell, Clerk

jad

cc: Auditor   
Water/Sewer (file)

# Resolution

Number 24-0535

Adopted Date April 16, 2024

AUTHORIZING THE COUNTY ADMINISTRATOR TO SIGN A LETTER OF ARRANGEMENT BETWEEN THE BOARD OF COUNTY COMMISSIONERS AND THE AUDITOR OF STATE RELATIVE TO THE 2023 COUNTY FINANCIAL AUDIT

BE IT RESOLVED, to authorize the County Administrator to sign a Letter of Arrangement between the Board of County Commissioners and the Auditor of State relative to the 2023 County Financial Audit; 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 16<sup>th</sup> day of April 2024.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Krystal Powell, Clerk

KP/

cc: Auditor \_\_\_\_\_ (file)  
Auditor of State  
c/a – Auditor of State of Ohio

# OHIO AUDITOR OF STATE KEITH FABER



88 East Broad Street  
Columbus, Ohio 43215  
ContactUs@ohioauditor.gov  
(800) 282-0370

April 10, 2024

Commissioners David Young, Tom Grossmann, and Shannon Jones

Warren County  
406 Justice Drive  
Lebanon, Ohio 45036

This engagement letter describes the arrangement between the Warren County (the County) and the Auditor of State including the objective and scope of the services we will provide, the County's required involvement and assistance in support of our services, the related fee arrangements, and other terms and conditions designed to ensure that our professional services satisfy the County's audit requirements.

## **SUMMARY OF SERVICES**

We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter.

We will audit the County's basic financial statements as of and for the year ended December 31, 2023 to express our opinion concerning whether the basic financial statements and related disclosures present fairly, in all material respects, the County's financial position, changes in financial position, required budgetary comparisons, and cash flows (where applicable), in conformity with U.S. generally accepted accounting principles.

The objectives of our audit are to obtain reasonable assurance about whether the financial statements for each opinion unit and related disclosures are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America (GAAS) and the financial audit standards in the Comptroller General of the United States' *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

We will also opine on whether supplementary information is fairly presented, in all material respects, in relation to the basic financial statements taken as a whole.

We will apply certain limited procedures to required supplementary information. However, we will not opine or provide any assurance on this information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any other assurance.

We also will read the other information included in the introductory and statistical sections of the Annual Comprehensive Financial Report and consider whether this information, including the manner of its presentation, is materially consistent with information appearing in the financial section. However, we will not express an opinion or any other assurance on the introductory or statistical sections of the Annual Comprehensive Financial Report.

We expect to deliver our report on or about June 30, 2024.



### **Engagement Team**

The engagement will be led by:

- \* Cristal Jones, CPA, Chief Auditor, who will be responsible for assuring the overall quality, value, and timeliness of our services to you;
- \* Staci Reiley, Senior Audit Manager, who will be responsible for managing the delivery of our services to you; and
- \* Michael Kiser, Audit Manager, who will be responsible for on-site administration of our services to you.

### **OUR AUDITOR RESPONSIBILITIES**

We will conduct our audit in accordance with GAAS and the Comptroller General of the United States' standards for financial audits included in *Government Auditing Standards*, the Single Audit Act Amendments of 1996, and *Title 2 U.S. Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance)*. As part of an audit in accordance with GAAS, we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

1. Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
2. Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.
3. Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.
4. Test the County's compliance with certain provisions of laws, regulations, contracts, and grants if noncompliance might reasonably directly and materially affect the financial statements. However, except for major federal financial assistance programs, our objective is not to opine on overall compliance with these provisions.
5. Conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about your ability to continue as a going concern for a reasonable period of time.

Because of inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatement, whether due to fraud or error, may not be detected exists, even though the audit is properly planned and performed in accordance with GAAS. It is not cost-efficient to design procedures to detect immaterial error or immaterial fraud. Also, because of the characteristics of fraud noted above, a properly designed and executed audit may not detect a material fraud.

#### **Additional Auditor Responsibilities and Reporting under Uniform Guidance**

For grant funding subject to the Uniform Guidance, as the Guidance requires, we will determine the major federal award program(s) and test controls over compliance to evaluate the effectiveness of the design

and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to opine on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

Additionally, the Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether material noncompliance with the applicable compliance requirements occurred, whether due to fraud or error, and express an opinion on compliance based on the audit. While reasonable assurance is a high level of assurance, it is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS, *Government Auditing Standards*, and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the entity's compliance with the requirements of the federal programs as a whole. Our procedures will consist of tests of transactions and other applicable procedures described in the OMB *Compliance Supplement* for the types of compliance requirements that could directly and materially affect each of your major programs.

In performing an audit in accordance with GAAS, *Government Auditing Standards*, and the Uniform Guidance, the auditor's responsibilities are to:

- exercise professional judgment and maintain professional skepticism throughout the audit;
- identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the entity's compliance with compliance requirements subject to audit and performing such other procedures as the auditor considers necessary in the circumstances' and
- obtain an understanding of the entity's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the Uniform Guidance but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control over compliance. Accordingly, no such opinion is expressed.

In accordance with the Uniform Guidance, we will prepare the following report:

*Independent Auditor's Report on Compliance with Requirements Applicable To Each Major Federal Program and on Internal Control Over Compliance Required by the Uniform Guidance*

Our report on compliance will include our opinion on compliance with major federal financial assistance programs and also describe instances of noncompliance with Federal requirements we detect that require reporting per the Uniform Guidance. This report will also describe any significant deficiencies and/or material weaknesses we identify relating to controls used to administer Federal award programs. However, this report will not opine on internal control used to administer Federal award programs.

We are also responsible for completing certain parts of OMB Form SF-SAC (the Data Collection Form).

Additional Auditor Communication

As part of this engagement the Auditor of State will communicate certain additional matters (if applicable) to the appropriate members of management and to those charged with governance. These matters include:

1. Misstatements for correction, whether corrected or uncorrected
  - a. We will present those charged with governance our Summary of Identified Misstatements (if any) at the conclusion of our audit;
2. Instances where we believe fraud may exist. These would include instances where we:

- a. Have persuasive evidence that fraud occurred.
  - b. Determined fraud risks exist and were unable to obtain convincing evidence to determine that fraud was unlikely;
3. Noncompliance that comes to our attention. However, our audit provides no assurance that noncompliance generally will be detected and only reasonable assurance that we will detect noncompliance directly and materially affecting the determination of financial statement amounts;
  4. Significant risks identified during the audit;
  5. Any disagreements with management, whether or not satisfactorily resolved, about matters that individually or in the aggregate could be significant to the financial statements or our opinion;
  6. Our views about matters that were the subject of management's consultation with other accountants about auditing and accounting matters;
  7. Significant, unusual transactions;
  8. Major issues that were discussed with management related to retaining our services, including, among other matters, any discussions regarding the application of accounting principles and auditing standards;
  9. Significant difficulties we encountered during the audit, including significant delays by management, the unavailability of County personnel, or an unwillingness by management to provide information necessary to perform our procedures; and
  10. Matters that are difficult or contentious for which we consulted outside the engagement team and that are, in our professional judgment, significant and relevant to those charged with governance regarding their responsibility to oversee the financial reporting process.

We will also communicate pertinent information, as necessary in our professional judgment, to those that have ongoing oversight responsibilities for the audited entity, including contracting parties or legislative committees, if any.

Our evaluation of internal control may provide evidence of waste or abuse. Because the determination of waste and abuse is subjective, we are not required to perform specific procedures to detect waste or abuse. If we detect waste or abuse, we will determine whether and how to communicate such matters.

If for any reason we are unable to complete the audit or are unable to form an opinion, we may disclaim an opinion on your financial statements. In this unlikely event, we will communicate the reason for disclaiming an opinion to you, and to those charged with governance, in writing.

#### **YOUR MANAGEMENT RESPONSIBILITIES AND IDENTIFICATION OF THE APPLICABLE REPORTING FRAMEWORK**

We will audit assuming that management and those charged with governance acknowledge and understand they are responsible for:

1. Preparing the financial statements and other financial information, including related disclosures and selecting and applying accounting principles in accordance with accounting principles generally accepted in the United States of America. This includes compliance with Ohio Admin. Code 117-2-01 which requires designing, implementing and maintaining internal controls relevant to preparing and fairly presenting financial statements free from material misstatement whether due to fraud or error.
2. Providing us with:
  - a. draft financial statements, including all information relevant to their preparation and fair

- presentation, whether obtained from within or outside of the general and subsidiary ledgers (including all information relevant to the preparation and fair presentation of disclosures) and any accompanying other information in time to allow the auditor to complete the audit in accordance with the proposed timeline;
- b. access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements, including an expectation that management will provide access to information relevant to disclosures;
  - c. written representations as part of the engagement, from management and/or attorneys, understanding separate legal fees from attorneys may result;
  - d. additional information that we may request from management for the audit;
  - e. unrestricted access to persons within the County from whom we determine it necessary to obtain audit evidence;
  - f. the initial selection of and changes in significant accounting policies and their application; and
  - g. the process management uses to formulate particularly sensitive accounting estimates and the basis for their conclusions regarding the reasonableness of those estimates.
3. Inform us of events occurring or facts discovered subsequent to the date of the financial statements, of which management may become aware, that may affect the financial statements.
  4. Preparing supplementary information (including the Schedule of Expenditures of Federal Awards) in accordance with the applicable criteria.
    - a. Include our report on the supplementary information in any document that includes the supplementary information and that indicates that the auditor has reported on this supplementary information.
    - b. Present the supplementary information with the audited financial statements or, if the supplementary information will not be presented with the audited financial statements, to make the audited financial statements readily available to the intended users of the supplementary information no later than the date of issuance by the County of the supplementary information and the auditor's report thereon.
  5. Preparing other information, including but not limited to, annual reports as defined by AU-C 720, *Other Information in Documents Containing Audited Financial Statements*. Annual reports, including the final version of the Entity's ACFR will be made available for our review prior to the date of the auditor's report.
  6. Coordinating the completion of components audit to meet the County's reporting deadlines.
  7. Reporting fraud and noncompliance of which you are aware to us.
  8. Reviewing drafts of the audited financial statements, disclosures, any supplemental information, auditor's reports and any findings; and informing us of any edits you believe may be necessary.
  9. Designing and implementing programs and controls to prevent and detect fraud.

***You should not rely on our audit as your primary means of detecting fraud.***

Compliance with Laws and Regulations

Management and those charged with governance are responsible for:

1. Being knowledgeable of, implementing systems designed to achieve compliance with, and complying with, laws, regulations, contracts, and grants applicable to the County.
2. Identifying for us other financial audits, attestation engagements, performance audits, internal audits, reports from regulators or other studies related to the County (if any), and the corrective

actions taken to address these audits' significant findings and recommendations.

3. Tracking the status of prior audit findings.
4. Taking timely and appropriate steps to remedy fraud, noncompliance, violations of provisions of laws, regulations, contracts or grant agreements, waste or abuse we may report.
5. Providing your views and planned corrective action on audit findings we may report.

Internal Control

Management and those charged with governance are responsible for designing, implementing and maintaining internal control relevant to compliance and the preparing and fairly presenting financial statements that are free from material misstatement, whether due to fraud or error. Appropriate supervisory reviews are necessary to reasonably assure that adopted policies and prescribed procedures are followed.

Service Organizations

Service organizations are other governmental entities, organizations, or companies that provide services to you, as the user County, relevant to your internal controls over financial reporting. Service organizations process transactions reflected in your County's financial statements, and therefore fall within the scope of our audit. While service organizations are responsible for establishing and maintaining their internal control, you are responsible for being aware of the service organizations your County uses, and for establishing controls to monitor the service organization's performance. Because the complexity of service organization transaction processing can vary considerably, your monitoring activities can vary accordingly.

When transaction processing is complex and the volume of transactions is relatively high, obtaining and reviewing a service organization auditor's *Independent Service Auditor's Report on Management's Description of a Service Organization's System and the Suitability of the Design and Operating Effectiveness of Controls Report (Type 2 Service Organization Control Report (SOC 1))* may be the most effective method of meeting your responsibility to monitor a service organization, and may also be the only efficient means by which we can obtain sufficient evidence regarding their internal controls. AT-C Section 320, *Reporting on an Examination of Controls at a Service Organization Relevant to User Entities' Internal Control Over Financial Reporting* discusses the aforementioned report. (In some circumstances, we can accept a suitably-designed agreed-upon procedures report (AUP) in lieu of a SOC 1 report.)

***You are responsible for informing our staff of the service organizations your County uses, and for monitoring these service organizations' performance.***

Service organizations of which we are aware are:

- United Healthcare, which processes the County's health insurance claims;
- Optum Rx, which processes the County's prescription drug insurance claims;
- Dental Care Plus, which processes the County's dental insurance claims;
- First American, which processes vision insurance claims;
- Meeder Investment Group, which manages the County's investment accounts;
- State of Ohio, which processes the County's sales tax collections;

Please confirm to us that, to the best of your knowledge, the above listing is complete.

Of the service organizations above, those for which we believe the complexity of processing and volume of transactions warrant a SOC 1(or AUP) report are:

- United Healthcare
- Optum Rx
- Dental Care Plus
- First American

- Meeder Investment Group

Without an acceptable SOC 1 or AUP report for the above-listed organizations, generally accepted auditing standards may require us to qualify our opinion on your County's financial statements due to an insufficiency of audit evidence regarding service organization transactions included in your County's financial statements. You are responsible for communicating the need for a SOC 1 or AUP report to these service organizations, and also for communicating the deadline for which we need the report to meet your reporting deadline. We will require the reports by approximately June 1, 2024 to meet your reporting deadline of June 30, 2024.

Uniform Guidance and Related Reporting

You are responsible for identifying all federal awards received and understanding the compliance requirements, federal statutes, regulations and the terms and conditions relating to Federal award programs, and for complying with them. You are responsible for compiling the Schedule of Expenditures of Federal Awards and accompanying footnote disclosures.

For grant funding subject to the Uniform Guidance, you are required to design, implement, and maintain effective internal controls to reasonably assure compliance with federal statutes, regulations and terms and conditions of federal awards and controls relating to preparing the Schedule of Expenditures of Federal Awards. Additionally, you are responsible for evaluating and monitoring noncompliance with federal laws, statutes, regulations, rules, and provisions of contracts or grant agreements of federal awards; taking prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly following up and taking corrective action on reported audit findings; and for preparing a summary of schedule of prior audit findings and a separate corrective action plan.

You are responsible for informing us of significant subrecipient relationships, beneficiary relationships and contractor relationships (previously known as vendor relationships), when the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

You are responsible for completing your County's Data Collection Form and assuring the reporting package (including the Data Collection Form) is filed in accordance with the electronic submission requirements.

You are responsible for providing electronic files that are unlocked, unencrypted and in a text searchable PDF format for your County's single audit submission of the reporting package to the Federal Audit Clearinghouse.

**REPRESENTATIONS FROM MANAGEMENT**

Upon concluding our engagement, management and, when appropriate, those charged with governance will provide to us written representations about the audit that, among other things, will confirm, to the best of their knowledge and belief:

- management's responsibility for preparing the financial statements and relevant disclosures in conformity with generally accepted accounting principles, and the Schedule of Expenditures of Federal Awards in accordance with the Uniform Guidance;
- the availability of original financial records and related data, the completeness and availability of all minutes of the legislative or other bodies and committee meetings;
- management's responsibility for the County's compliance with laws and regulations;
- the identification and disclosure to the auditor of all laws, regulations, and provisions of contracts and grant agreements directly and materially affecting the determination of financial statement amounts; and
- the absence of fraud involving management or employees with significant roles in internal control.

Additionally, we will request representations, as applicable, regarding:

- the inclusion of all components, and the disclosure of all joint ventures and other related organizations;

- the proper classification of funds, net position and fund balances;
- the proper approval of reserves of fund equity;
- appropriate accounting and disclosure of related party transactions;
- compliance with laws, regulations, and provisions of contracts and grant agreements, including budget laws or ordinances; compliance with any tax or debt limits, and any debt covenants;
- representations relative to required supplementary information;
- the identification of all federal assistance programs, and compliance with grant requirements; and
- events occurring subsequent to the fiscal year end requiring adjustment to or disclosure in the financial statements or Schedule of Expenditures of Federal Awards.

Management is responsible for adjusting the financial statements to correct misstatements we may detect during our audit and for affirming to us in the representation letter that the effects of any uncorrected misstatements we aggregate during our engagement and pertaining to the latest period the statements present are immaterial, both individually and in the aggregate, to the opinion units. (*Financial statements include the related disclosures and required and other supplemental information*).

#### **TERMS AND CONDITIONS SUPPORTING FEE**

As a result of our planning process, the County and the Auditor of State have agreed to an approach designed to meet the County's objectives for an agreed-upon fee, subject to the following conditions.

##### **Our Auditor Responsibilities**

In providing our services, we will consult with the County regarding matters of accounting, financial reporting, or other significant business issues. Accordingly, our fee includes estimated time necessary for this consultation. Circumstances may require the Auditor of State to confirm balances with your financial institution resulting in additional nominal charges which will not require an amendment to this agreement. However, should a matter require research, consultation or audit work beyond this estimate, the Auditor of State and the County will agree to an appropriate revision in services and fee. These revisions will also be set forth in the form of the attached *Amendment to Engagement Letter*.

##### **Your Management Responsibilities**

The County will provide in a timely manner all financial records and related information to us, an initial list of which will be furnished to you, including timely communication of all significant accounting and financial reporting matters, as well as working space and clerical assistance as mutually agreed upon and as is normal and reasonable in the circumstances. When and if for any reason the County is unable to provide these schedules, information and assistance, the Auditor of State and the County will mutually revise the fee to reflect additional services, if any, we require to achieve these objectives. These revisions will be set forth in the form of the attached *Amendment to Engagement Letter*.

##### **Confidential Information**

You should make every attempt to minimize or eliminate the transmission of personal information to the Auditor of State (AOS). All documents you provide to the AOS in connection with our services including financial records and reports, payroll records, employee rosters, health and medical records, tax records, etc. should be redacted of any personal information. Personal information includes social security numbers, date of birth, drivers' license numbers or financial institution account numbers associated with an individual. The public office should redact all personal information from electronic records before they are transmitted to the AOS. This information should be fully blacked out in all paper documents prior to sending to the AOS. If personal information cannot be redacted from any records or documents; the public office must identify these records to the AOS.

If redacting this personal information compromises the audit or the ability to prepare financial statements, the public office and the AOS will consider these exceptions on a case-by-case basis. Additionally, if redacting this information creates a hardship on the public office in terms of resources, recordkeeping or other issues, the public office and the AOS may collaborate on alternative methods of providing the public office's data to the AOS without compromising the personal information of individuals served by the public office. The AOS is willing to work with the public office and it is our intent to greatly reduce the amount of

personal information submitted to the AOS for audit or financial statement preparation purposes. It is important that the public office review internal policies to find ways to eliminate as much personal information from financial records as possible by substituting non-personal information (i.e., change social security numbers to employee identification numbers).

#### **Fee**

Except for any changes in fees and expenses which may result from the circumstances described above, we expect our fees and expenses for our audit services will not exceed \$115,005.

Pursuant to Ohio Rev. Code § 117.13, you may charge all of this audit's cost to the general fund or you may allocate the cost among the general fund and other eligible funds. While eligible funds may include federal grant funds, additional restrictions under the Uniform Guidance 2 CFR 200.425 should be considered. For more information, refer to the annual *Hourly Audit Rates and Allocation of Audit Costs* technical bulletin available at [www.ohioauditor.gov](http://www.ohioauditor.gov).

#### **eServices Portal and Billing**

The Auditor of State's billing statements are available through the office's eServices portal located at <https://eservices.ohioauditor.gov>. Clients are required to designate one, or more, authorized users who must complete the registration process to establish an eServices account. A confirmed account will have the ability to access and/or update information regarding their customer account, including entity contact information, billing and payments, and an electronic check option for online payments. Authorized users are encouraged to keep eServices contact information updated.

Auditor of State billing statements are prepared monthly, and are sent to clients who have an outstanding balance through a paperless electronic billing system. Audit and Local Government Services are charged monthly, while clients using the Uniform Accounting Network are charged quarterly. Warren County will receive an email notification at the beginning of the month that a statement is available for review. Clients are to access their billing statement upon receipt through eServices, and payment is due by the date identified on the statement.

#### **Delinquent Accounts**

A failure to pay the Auditor of State in full within forty-five days of the payment due date, identified on the monthly statement, shall constitute a delinquent account. Continued failure to make payment will result in the delinquent account being certified to the Ohio Attorney General's Office, Collection Enforcement, for collection under Ohio Revised Code 131.02(A). Alternatively, Ohio Revised Code 117.13(D) authorizes the Director of the Office of Budget and Management or the county auditor, in order to satisfy certified balances owed to the office of the Auditor of State, to withhold from a public office with delinquent accounts any amounts that are available up to the amount owed by the public office from those funds lawfully payable and due to the public office.

Audit clients experiencing difficulty meeting these requirements should contact the Auditor of State's Finance Department to make arrangements to pay delinquent balances prior to certification. Outstanding delinquent accounts may impact audit eligibility for reduced services, including agreed upon procedures and basic audits.

#### **REPORTING**

We will issue a written report upon completing our audit of your financial statements. We will address our report to those charged with governance. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinion, add an emphasis-of-matter paragraph or other-matter paragraph to our auditor's report, or if necessary, withdraw from the engagement.

Upon completing our audit, we will also issue a written report in accordance with *Government Auditing Standards* on internal control over financial reporting and our tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements and other matters.



**ACCESS TO OUR REPORTS AND WORKING PAPERS**

AU-C 905—*Alert That Restricts the Use of the Auditor's Written Communication* requires our reports to disclose the following:

*Independent Auditor's Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Required by Government Auditing Standards:*

This report only describes the scope of our internal control and compliance testing and our testing results and does not opine on the effectiveness of the County's internal control or on compliance. This report is an integral part of an audit performed under *Government Auditing Standards* in considering the County's internal control and compliance. Accordingly, this report is not suitable for any other purpose.

*Independent Auditor's Report on Compliance with Requirements Applicable to Each Major Federal Program and on Internal Control Over Compliance Required by the Uniform Guidance:*

This report only describes the scope of our internal control compliance tests and the results of this testing based on Uniform Guidance requirements. Accordingly, this report is not suitable for any other purpose.

AU-C 905 requires us to include this restrictive language in our reports due to concerns that other readers may not fully understand the purpose of the report, the nature of the procedures applied in its preparation, the basis or assumptions used in its preparation, the extent to which the procedures performed are generally known or understood, and the potential for the report to be misunderstood, when taken out of the context for which it was intended.

However, under Revised Code § 117.26, an audit report becomes a public record under Ohio Rev. Code § 149.43 when we file copies of the report with the public officers enumerated in the Revised Code. When we file the reports, our working papers become available to the public, including federal agencies and the U.S. Government Accountability Office, upon request, subject to information protected for criminal investigations, by attorney-client privilege or by local, state or federal law. AU-C 905 does not affect public access to our reports or working papers.

Under generally accepted auditing standards, we must retain working papers for five years after the release date of our opinion. However, AOS policy requires we retain working papers for seven years or longer, as needed.

**PEER REVIEW REPORT**

As required by *Government Auditing Standards*, we have made our most recent external quality control review report (Peer Review) publicly available, at [https://ohioauditor.gov/publications/Peer\\_Opinion.pdf](https://ohioauditor.gov/publications/Peer_Opinion.pdf). Audit organizations can receive a rating of *pass*, *pass with deficiency(ies)*, or *fail*. The Auditor of State received a peer review rating of *pass*.

**ACKNOWLEDGEMENT AND AGREEMENT**

Please sign and return this letter to indicate your acknowledgement of, and agreement with, the arrangements for our audit of the financial statements including our respective responsibilities. If you have any questions, please call Staci Reiley at (800) 368-7419.

Warren County  
April 10, 2024  
Page 11

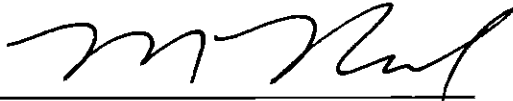
Sincerely,

KEITH FABER  
Auditor of State

Cristal Jones, CPA  
Chief Auditor, Southwest Region

Attachment

cc: Matt Nolan, County Auditor  
Martin Russell, County Administrator



ACKNOWLEDGED AND AGREED TO BY

County Administrator  
TITLE

4-16-24  
DATE

**2 CFR Part 200 REPORTING PACKAGE**

2 CFR Part 200 Reference	Item	Responsibility	
		Auditee	Auditor
.508(b); .510(a)	Financial Statements	✓	
.515(a)	Report (opinion) on financial statements		✓
508(b); .510(b)	Schedule of Expenditures of Federal Awards	✓	
.515(a)	Report ("in-relation-to" opinion) on Schedule of Expenditures of Federal Awards		✓
.515(b)	Report on Compliance and Internal Controls - Financial Statements		✓
.515(c)	Report on Compliance and Internal Controls - (Major) Federal Awards		✓
.515(d)	Schedule of Findings and Questioned Costs <sup>1</sup>		✓
.508(c); .511(a),(b)	Schedule of Prior Audit Findings <sup>4</sup>	✓	
.512(a), (b)	Data Collection Form <sup>2</sup>	✓	✓
.511(c)	Corrective Action Plan <sup>3</sup>	✓	

<sup>1</sup> Required in all cases.

<sup>2</sup> You may only submit the reporting package and Data Collection Form electronically. The reporting package will be uploaded and submitted along with the Data Collection Form. The Federal Audit Clearinghouse will distribute the required reporting packages to the Federal agencies per Section \_\_.512(g) of the Uniform Guidance, if the audit requires distribution to a Federal-funding agency. Complete the auditee certification process and submit the single audit reporting package and the Data Collection Form electronically to the Federal Audit Clearinghouse within the earlier of 30 days after receipt of our reports or nine months after the end of the audit period.

<sup>3</sup> Required for any GAGAS level or UG findings

**SAMPLE**  
**AMENDMENT #\_\_\_ TO ENGAGEMENT LETTER**

Date

Chief Financial Officer OR Chief Executive Officer

Warren County  
County Name  
Street Address  
City, Ohio Zip Code

Dear Letter Addressee:

The engagement letter dated Engagement Letter Date between the Auditor of State and the County is hereby amended to reflect the following:

<u>Description of / Causes for Amendment</u>	<u>Estimated Fee Effect</u>
1	
2	
3	
4	
	<hr/>
Total this amendment	\$0.00
Previous fee estimate	<hr/>
Revised fee estimate	<u><u>\$0.00</u></u>

Please sign the copy of this letter in the space provided and return it to us. If you should have any questions, please call Name of SAM at Office Phone Number.

Sincerely,

KEITH FABER  
Auditor of State

Name of CA/ACA  
Assistant Chief Auditor, Region Name Region

cc: Engagement Letter cc's

\_\_\_\_\_  
ACKNOWLEDGED AND AGREED TO BY

\_\_\_\_\_  
DATE

\_\_\_\_\_  
TITLE

# Resolution

Number 24-0536

Adopted Date April 16, 2024

AWARDING THE BID TO CARGILL, INC. FOR THE PURCHASE OF 29,000 TONS OF BULK ICE CONTROL SALT

WHEREAS, the reverse online bidding was closed at 10:00 a.m., April 5, 2024, and the bid results received for the purchase of 29,000 Tons of Bulk Ice Control Salt, are on file in the Commissioners' Office; and

WHEREAS, upon review of such bids by Neil Tunison, Warren County Engineer, Cargill, Inc. has been determined to be a fully responsive and responsible bidder.

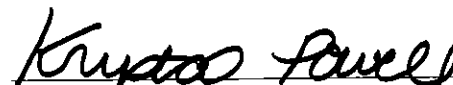
NOW THEREFORE BE IT RESOLVED, upon recommendation of Neil Tunison, that it is the intent of this Board to award the contract to Cargill, Inc., 24950 Country Club Blvd., Ste. 450, North Olmsted, Ohio, for a total bid price of \$2,670,900.00 (dumped) and \$3,190,000.00 (piled). The Warren County Engineer's portion of the total bid price is \$722,985.00. The remaining portion of the total bid will be the responsibility of the various cities, villages and townships listed in Exhibit A of the bid packet.

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 16<sup>th</sup> day of April 2024.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Krystal Powell, Clerk

JS\

cc: Engineer (file)  
OMB Bid file