

Resolution

Number 25-0430

Adopted Date April 08, 2025

HIRING HOLLY WOOLDRIDGE AS DIRECTOR WITHIN THE WARREN COUNTY CHILD ADVOCACY CENTER

WHEREAS, the steering committee for the Child Advocacy Center has recommended the hiring of Holly Woolridge as Director.

NOW THEREFORE BE IT RESOLVED, to hire Holly Wooldridge, as Director within the Warren County Child Advocacy Center, unclassified, full-time permanent, exempt status (40 hours per week), Pay Grade #C, \$3,000 bi-weekly, effective May 5, 2025, subject a negative background check, drug screen and a 365-day probationary period.

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

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

Resolution adopted this 8th day of April 2025.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

H/R

cc: Child Advocacy Center (file)
H. Wooldridge's Personnel file
OMB – Sue Spencer

Resolution

Number 25-0431

Adopted Date April 08, 2025

APPOINTING TANYA SELLERS AS THE DIRECTOR FOR THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION

WHEREAS, it is the desire of the Board of County Commissioners to appoint Tanya Sellers as Director of the Warren County Department of Job and Family Services, Children Services Division.

NOW THEREFORE BE IT RESOLVED, to appoint Tanya Sellers, as the Director for the Warren County Department of Job and Family Services, Children Services Division, unclassified, full-time permanent, exempt status (40 hours per week), Pay Range #C, \$3,481.66 bi-weekly, effective pay period starting April 19, 2025.

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

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

Resolution adopted this 8th day of April 2025.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Commissioners file
T. Sellers' Personnel file
OMB – Sue Spencer
Children Services (file)

Resolution

Number 25-0432

Adopted Date April 08, 2025

APPROVING THE PROMOTION OF RYANNE SORRELL TO BENEFIT RECOVERY AND SNAPP SPECIALIST WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, HUMAN SERVICES DIVISION

WHEREAS, the Director has requested to promote Ms. Sorrell to Benefit Recovery and SNAPP Specialist.

NOW THEREFORE BE IT RESOLVED, to approve the promotion of Ryanne Sorrell to Benefit Recovery and SNAPP Specialist, within the Warren County Department of Job and Family Services, Human Services Division, effective pay period beginning April 5, 2025, full time, pay range #14, \$23.75 per hour.

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

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

Resolution adopted this 8th day of April 2025.

BOARD OF COUNTY COMMISSIONERS


Krystal Powell, Clerk

cc: Human Services (file)
R. Sorrell's Personnel file
OMB-Sue Spencer

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

Resolution

Number 25-0433

Adopted Date April 08, 2025

ACCEPTING THE RESIGNATION OF JORDAN BARNHART, BUSINESS MANAGER, WITHIN WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, HUMAN SERVICES DIVISION, EFFECTIVE JUNE 27, 2025

BE IT RESOLVED, to accept the resignation of Jordan Barnhart, Business Manager, within the Warren County Department of Job and Family Services, Human Services Division, effective June 27, 2025.

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

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

Resolution adopted this 8th day of April 2025.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

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

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

Resolution

Number 25-0434

Adopted Date April 08, 2025

ACCEPTING THE RESIGNATION OF BRENDA GAIL EVERETT, SOCIAL SERVICE WORKER III, WITHIN WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, HUMAN SERVICES DIVISION, EFFECTIVE JUNE 27, 2025

BE IT RESOLVED, to accept the resignation of Brenda Gail Everett, within the Warren County Department of Job and Family Services, Human Services Division, effective June 27, 2025.

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

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

Resolution adopted this 8th day of April 2025.

BOARD OF COUNTY COMMISSIONERS


Krystal Powell, Clerk

cc: Human Services (file)
B.G. Everett's Personnel File
OMB – Sue Spencer
Tammy Whitaker

Resolution

Number 25-0435

Adopted Date April 08, 2025

TERMINATING THE EMPLOYMENT OF PROBATIONARY EMPLOYEE KELLY WILSON, WITHIN THE DEPARTMENT OF JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION

WHEREAS, Ms. Wilson began employment on August 5, 2024, as a Protective Services Caseworker II and is subject to a 365-day probationary period; and

WHEREAS, Section 3.02 (G) of the Personnel Policy Manual states that a newly hired probationary employee may be terminated at any time during their probationary period; and

WHEREAS, The Director of Children Services recommends said employee's employment be terminated for failing to meet the required standards of her position.

NOW THEREFORE BE IT RESOLVED, to remove Kelly Wilson from employment within the Department of Job and Family Services, Children Services Division, effective April 4, 2025.

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

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

Resolution adopted this 8th day of April 2025.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

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

Resolution

Number 25-0436

Adopted Date April 08, 2025

TERMINATING THE EMPLOYMENT OF PROBATIONARY EMPLOYEE NAOMI
DETAMPLE, WITHIN THE EMERGENCY SERVICES DEPARTMENT

WHEREAS, Ms. DeTample began employment on February 24, 2025, as an Emergency Communications Operator and is subject to a 365-day probationary period; and

WHEREAS, Section 3.02 (G) of the Personnel Policy Manual states that a newly hired probationary employee may be terminated at any time during their probationary period; and

WHEREAS, the Director of Emergency Services recommends said employee's employment be terminated for failing to meet the required standards of her position.

NOW THEREFORE BE IT RESOLVED, to remove Naomi DeTample from employment within the Emergency Services Department, effective March 28, 2025.

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

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

Resolution adopted this 8th day of April 2025.

BOARD OF COUNTY COMMISSIONERS


Krystal Powell, Clerk

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

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

Resolution

Number 25-0437

Adopted Date April 08, 2025

AUTHORIZING THE POSTING FOR "ADMINISTRATIVE SUPPORT" POSITION, WITHIN COMMISSIONERS OFFICE IN ACCORDANCE WITH WARREN COUNTY PERSONNEL POLICY MANUAL, SECTION 2.02(A)

WHEREAS, there exists one opening for an "Administrative Support" position within the Commissioners' Office.

NOW THEREFORE BE IT RESOLVED, to authorize the posting of the position of "Administrative Support" in accordance with Warren County Personnel Policy Manual, Section 2.02(A); posting to occur for a period of at least seven (7) consecutive calendar days beginning April 1, 2025.

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

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

Resolution adopted this 8th day of April 2025.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Commissioners file
OMB Sue Spencer

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

Resolution

Number 25-0438

Adopted Date April 08, 2025

CANCELLING THE REGULARLY SCHEDULED COMMISSIONERS' MEETINGS OF
THURSDAY, APRIL 10, 2025 AND TUESDAY, APRIL 15, 2025

BE IT RESOLVED, to cancel the regularly scheduled Commissioners' Meetings of Thursday,
April 10, 2025 and Tuesday, April 15, 2025.

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

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


Resolution adopted this 8th day of April 2025.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

/kp

cc: Auditor 
Commissioners' file
Press

Resolution

Number 25-0439

Adopted Date April 08, 2025

ADJUSTING BILLING METHOD FOR PIMLICO POINTE MASTER METER ACCOUNT NO. 0232258

WHEREAS, Pimlico Pointe is a multi-family residential development, portions of which are served by two (2) 8-inch master meter connections managed by the Warren County Water and Sewer Department; and

WHEREAS, Account No. 0232258 currently operates under an 8-inch meter minimum bi-monthly billing threshold of 1,100,000 gallons; and

WHEREAS, during the construction phase of the development, actual water usage associated with this account does not meet the 8-inch meter minimum, and therefore a more appropriate interim billing structure is warranted; and

WHEREAS, it is recommended that billing for Account No. 0232258 during the construction phase be based on actual bi-monthly usage or a minimum of 6,000 gallons, whichever is greater, until such time as the development is completed and occupied; and

WHEREAS, upon completion and occupancy of the development, billing for Account No. 0232258 shall be adjusted to reflect either actual usage or the minimum threshold for a 6-inch meter (600,000 gallons bi-monthly), whichever is greater. This determination is based on the projected number of Equivalent Residential Units (ERUs) associated with this meter.

NOW THEREFORE BE IT RESOLVED, that the Board of County Commissioners of Warren County, Ohio, hereby authorizes and directs the Warren County Water and Sewer Department to adjust the billing method for Account No. 0232258 as outlined above.

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

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

Resolution adopted this 8th day of April 2025.

BOARD OF COUNTY COMMISSIONERS


Krystal Powell, Clerk

cc: Water/Sewer (file)

Resolution

Number 25-0440

Adopted Date April 08, 2025

ADJUSTING BILLING METHOD FOR PIMLICO POINTE MASTER METER ACCOUNT NO. 0232259

WHEREAS, Pimlico Pointe is a multi-family residential development, portions of which are served by two (2) 8-inch master meter connections managed by the Warren County Water and Sewer Department; and

WHEREAS, Account No. 0232259 currently operates under an 8-inch meter minimum bi-monthly billing threshold of 1,100,000 gallons; and

WHEREAS, during the construction phase of the development, actual water usage associated with this account does not meet the 8-inch meter minimum, and therefore a more appropriate interim billing structure is warranted; and

WHEREAS, it is recommended that billing for Account No. 0232259 during the construction phase be based on actual bi-monthly usage or a minimum of 6,000 gallons, whichever is greater, until such time as the development is completed and occupied; and

WHEREAS, upon completion and occupancy of the development, billing for Account No. 0232259 shall be adjusted to reflect either actual usage or the minimum threshold for a 4-inch meter (360,000 gallons bi-monthly), whichever is greater. This determination is based on the projected number of Equivalent Residential Units (ERUs) associated with this meter.

NOW THEREFORE BE IT RESOLVED, that the Board of County Commissioners of Warren County, Ohio, hereby authorizes and directs the Warren County Water and Sewer Department to adjust the billing method for Account No. 0232259 as outlined above.

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

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

Resolution adopted this 8th day of April 2025.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Water/Sewer (file)

Resolution

Number 24-0441

Adopted Date April 08, 2025

ERECTING STOP SIGNS ON STUBBS MILLS RD(CR 35) AT THE INTERSECTION OF SHAWHAN ROAD (TR 79) 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 Kurt E Weber, Warren County Engineer, to erect stop signs on Stubbs Mills Road (CR 35) at the intersection of Shawhan Road (TR 79) so that said intersection functions as a four (4) – way stop intersection.

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

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

Resolution adopted this 8th day of April 2025.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Engineer (file)

Resolution

Number 25-0442

Adopted Date April 08, 2024

APPROVING NOTICE OF INTENT TO AWARD BID TO RAY HENSLEY INC. FOR THE 2025 CHIP SEAL PROJECT

WHEREAS, bids were closed at 10:15 a.m., on April 03, 2025, and the bids received were opened and read aloud for the 2025 Chip Seal Project, and the results are on file in the Commissioners' Office; and

WHEREAS, upon review of such bids by Michael Ryan, Traffic Projects Technician, Ray Hensley 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 Ray Hensley Inc, 3790 Crabill Rd., Springfield, Ohio, 45502 for a total bid price of \$246,926.87; and

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

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

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

Resolution adopted this 8th day of April 2025.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Engineer (file)
Bid file

Resolution

Number 25-0443

Adopted Date April 08, 2025

APPROVING A NOTICE OF INTENT TO AWARD BID TO BARRETT PAVING MATERIALS INC. FOR THE 2025 RESURFACING PROJECT

WHEREAS, bids were closed at 10:00 a.m., on April 3, 2025, and the bids received were opened and read aloud for the 2025 Resurfacing Project, and the results are on file in the Commissioners' Office; and

WHEREAS, upon review of such bids by Michael Ryan, Project Technician, Barrett Paving Materials, 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 Barrett Paving Materials, Inc., 3751 Commerce Drive, Franklin, Ohio, 45005 for a total bid price of \$6,122,095.00; and

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

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

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

Resolution adopted this 8th day of April 2025.

BOARD OF COUNTY COMMISSIONERS


Krystal Powell, Clerk

cc: Engineer (file)
Bid file

Resolution

Number 25-0444

Adopted Date April 08, 2025

APPROVING CHANGE ORDER NO. 1 TO THE CONTRACT WITH NEYRA PAVING FOR THE FY24 SOUTH LEBANON KING AVE CDBG PROJECT

WHEREAS, pursuant to Resolution #25-0350, adopted March 18, 2025, this Board entered into a contract with Neyra Paving for the FY24 South Lebanon King Ave CDBG Project; and

WHEREAS, extra work is needed to extend the project; and

WHEREAS, a Change Order and Purchase Order are necessary to accommodate said job.

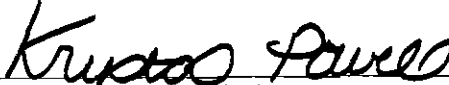
NOW THEREFORE BE IT RESOLVED, to approve Change Order No. 1 to the Contract with Neyra Paving, increasing Purchase Order No. 25001490 by \$39,599.19 and creating a new Contract and Purchase Order price in the amount of \$123,221.30, as attached hereto and made a part hereof.

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

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

Resolution adopted this 8th day of April 2025.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

/sm

cc: Auditor ☒
C/A—Neyra Paving
OGA (file)



Warren County
Office of Grants Administration
460 Justice Drive
Lebanon, OH 45036
513.695.1210

CHANGE ORDER

Change Order Number 1 to PO # 25001490

Project Name: FY24 South Lebanon King Ave CDBG Project

CONTRACTOR QUOTATION	DESCRIPTION	ADDITIONS	REDUCTION
1	See Attached	\$39,599.19	
	Sums of the ADDITIONS and REDUCTIONS	\$39,599.19	

Attachments: n.a.

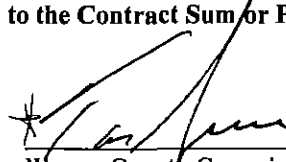
Original contract price \$83,622.10

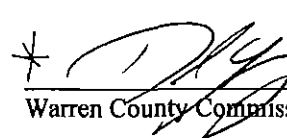
Current contract price adjusted by previous change orders \$83,622.10

The Contract price due to this change order will be increased/decreased - \$39,599.19

The New PO balance including this change order will be \$ \$123,221.30

Acceptance of this Change Order by the contractor constitutes final settlement of all matters relating to the change in Work that is the subject of the Change Order, including but not limited to, all direct, indirect and cumulative costs and schedule impacts associated with such change and any and all adjustments to the Contract Sum or Price and the extension of the Contract completion time.

 4/8/25
Warren County Commissioner Date

 4/8/25
Warren County Commissioner Date

 _____
Warren County Grants Administration Date

Warren County Commissioner Date

NEYRA PAVING

Neyra Paving, Inc.
10750 Evendale Drive
Cincinnati, OH 45241
513-733-1001

www.neyrapaving.com

KING AVE - SOUTH LEBANON
Date: 03/31/2025

Neyra Paving is pleased to submit our proposal for the above referenced project. Please review the following specs. Please do not hesitate to contact Gus Madden with any questions.

MILLING

- a. Mill to a depth of 1.5" required. Dispose of material offsite, as directed.

TACK COAT

- a. Furnish and Install per approved design and layout

ASPHALT SURFACE

- a. Furnish and Install 1.5" compacted, of ODOT 448 Bituminous surface.

MH ATG

- a. Furnish and Install per approved design and layout

MOT

- a. Furnish and Install per approved design and layout

VALVE ATG

- a. Furnish and Install per approved design and layout

MOBILIZATION

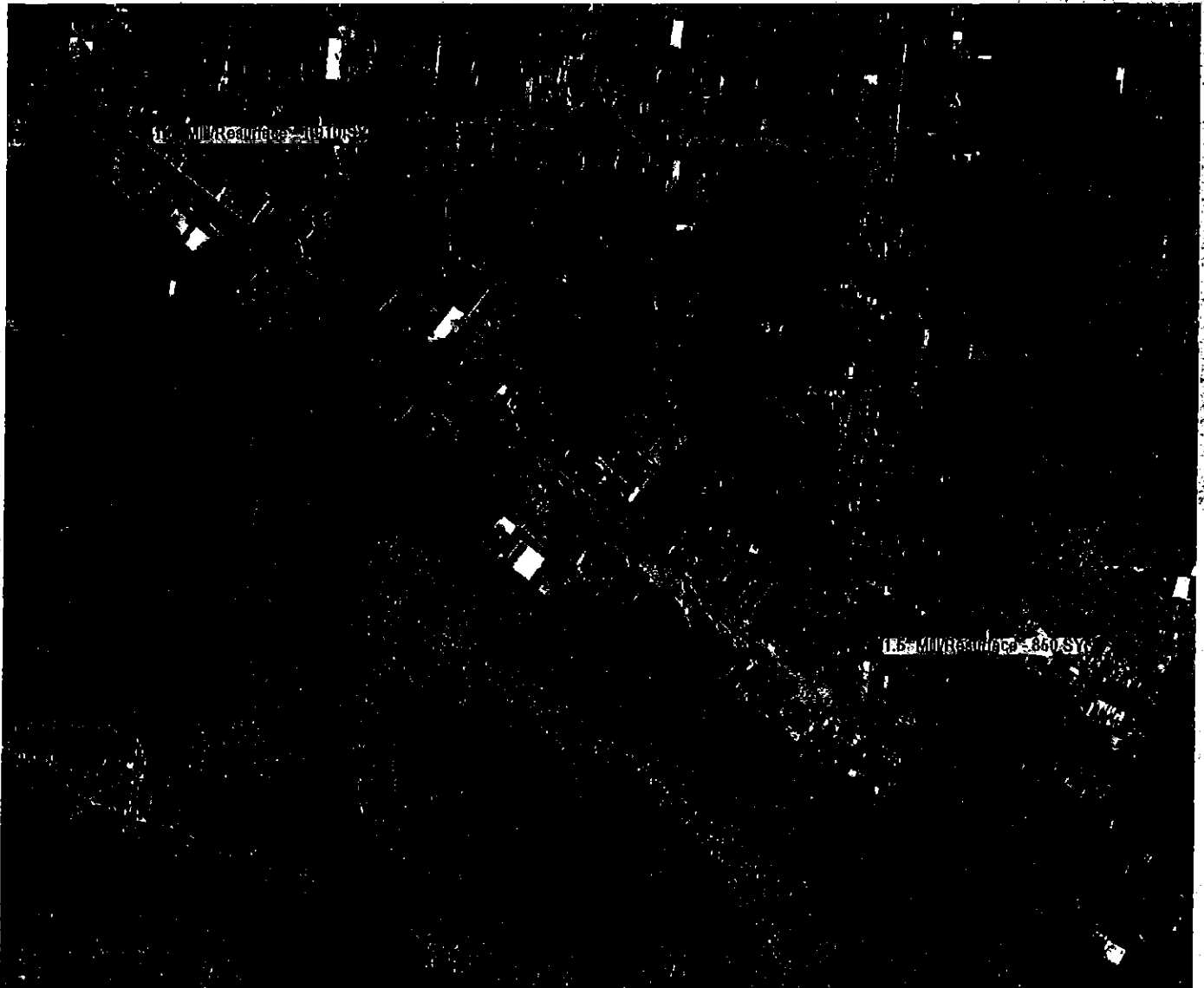
- a. Cost to mobilize men and Equipment

Description	Quantity	Unit	Unit Price	Total
MILLING	2,760	SY	\$3.12	\$8,616.19
TACK COAT	248	GAL	\$3.50	\$868.00
ASPHALT SURFACE	115	CY	\$221.00	\$25,415.00
MH ATG	4	EA	\$350.00	\$1,400.00
MOT	1	LS	\$2,500.00	\$2,500.00
VALVE ATG	4	EA	\$200.00	\$800.00
MOBILIZATION	1	EA		Included
Total Project Cost				\$39,599.19

NEYRA PAVING

Neyra Paving, Inc.
10750 Evendale Drive
Cincinnati, OH 45241
513-733-1001

www.neyrapaving.com



NEYRA PAVING

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Cincinnati, OH 45241
513-733-1001

www.neyrapaving.com

Notes:

- All work is to be completed in a workmanlike manner according to standard practices as weather permits. All work is warranted for a period of one year from date of completion. Neyra will not be responsible for cracks caused by weather conditions or ground movements, worn sealer, paving and concrete that is subjected to premature traffic.
- Neyra is not liable for water that does not drain properly on asphalt surfaces with less than 2% slope.
- Neyra is not liable for any existing surface damage that occurs due to normal construction traffic while work is being performed.
- Neyra is not responsible for damage to underground utilities.
- If Additional Mobilizations are required Neyra will add \$2,000.00 per additional requested mobilization.
- Subgrade to be provided to Neyra Paving at +/- .5" when others are performing earthwork or excavation.
- Any testing required by Neyra Paving will be an added charge.
- Project Schedule: the above proposal is based on scheduling our work Monday – Saturday.
- This proposal may be withdrawn if not accepted within 7 days. Our Suppliers have indicated to us that due to the instability of the world oil market pricing precautions need to be taken. Therefore, contracts issued after 7 days of the quote date will need to be confirmed and approved in conjunction with our suppliers.
- Any permits and/or inspection fees required by governmental agencies will be billed extra, at cost.
- Proposal excludes "staged" construction. Any maintenance and/or repairs of temporary base and/or asphalt pavement used by construction traffic will be an extra to the contract.
- All work is to be completed in a workmanlike manner according to standard practices as weather permits. All work is guaranteed to be installed as specified and is warranted for a period of one year from date of completion.
- Our work and workers are fully insured.
- Terms Net 30 days. There is a 1 1/2% per month service charge on all past due amounts.
- Neyra Paving is a Certified MBE with the Southern Ohio Minority Business Council.
- Due to fuel pricing instability fuel surcharges will apply over \$4.00 per gallon.

Exclusions: (unless included in line item pricing)

Permits	Core Samples	Testing	Bld Bound	Signage	Pipes / Utilities
Underdrain	Integral Sidewalks	Prime Coat	Performance Bond	Asphalt Patching	Fence posts & foundations
Undercuts	Geotechnical Engineer	Staking/Layout	Geotextile Fabrics	Brick Pavers	Excess Cleaning of Asphalt
Excavation			Thermoplastic Striping		Utility Location other than OUPS

Very truly yours,

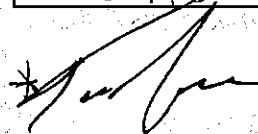
Gus Madden

NEYRA PAVING

ACCEPTANCE OF PROPOSAL - the above or attached prices and specifications are satisfactory and are hereby accepted. You are authorized to do the work as specified.

Accepted Dollar Amount

\$ 39,599.19



Signature

Name (Please Print)

Tom Grossmann

Date

4 / 8 / 2025

Resolution

Number 25-0445

Adopted Date April 08, 2025

AUTHORIZING COUNTY ADMINISTRATOR OR DEPUTY COUNTY ADMINISTRATOR TO SIGN DOCUMENTS RELATIVE TO THE SFY 2025 OHIO NETWORK OF CHILDREN'S CENTERS CAC (ONCAC) FUNDING GRANT AGREEMENT AND 2024-2025 MEMBERSHIP AGREEMENT ON BEHALF OF THE WARREN COUNTY CHILD ADVOCACY CENTER

BE IT RESOLVED, to authorize the County Administrator or Deputy County Administrator to sign documents relative to the SFY 2025 Ohio Network of Children's Centers CAC (ONCAC) Funding Grant Agreement and 2024-2025 Membership Agreement on behalf of the Warren County Child Advocacy Center, as attached hereto and made a part hereof.

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

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

Resolution adopted this 8th day of April 2025.

BOARD OF COUNTY COMMISSIONERS


Krystal Powell, Clerk

kp/

cc: Child Advocacy Center (file)
S. Walther

2024-2025 Membership Agreement

Parties

This Agreement is between the Ohio Network of Children's Advocacy Centers (ONCAC), a non-profit organization whose mission is to promote the establishment and success of Multidisciplinary Teams and Children's Advocacy Centers by providing support, education, and networking opportunities to enhance Ohio's response to child abuse.

Warren County CAC, referred to as "Member" in this agreement.

Purpose

By signing this Agreement, Member pledges its intent to become a Member of ONCAC, to support ONCAC's mission, and to obtain and commit to all rights and responsibilities that Membership entails.

Membership Categories

Member expressly acknowledges that there are six different categories of membership in ONCAC, as outlined below:

1. **Accredited Member:** Children's Advocacy Centers that have met the National Children's Alliance Standards of Accreditation in which they were reviewed and accredited. This level of membership has full voting privileges.
2. **Accredited Associate/Developing Member:** Children's Advocacy Centers that are working toward but have not yet achieved implementation of all Standards for Accreditation by National Children's Alliance. This level of membership has full voting privileges.
3. **Satellite Member:** Child friendly facilities that offer forensic interviews and victim advocacy services under the sponsorship and oversight of an accredited member. This level of membership does not have voting privileges.
4. **Non-Accredited Associate/Developing Member:** A multidisciplinary team that is working to improve services for abused children. This level of membership does not have voting privileges.
5. **Individual Member:** Individuals who support the CAC/MDT model and the mission of ONCAC. This level of membership does not have voting privileges.
6. **Sponsoring Organization/Partner Organization:** Organizations that have a vested interest in Child Advocacy, work collaboratively with ONCAC, and are

active partners/sponsors of ONCAC. This level of membership does not have voting privileges.

Member indicates its desire to participate in ONCAC at the following level:

1 (Select One)

(Member's Membership Category)

Duties and Responsibilities

Member recognizes the important responsibility it is undertaking as a member of (ONCAC), and hereby agrees as follows:

1. Promoting ONCAC's Mission.

1. Member understands and pledges to advance and promote ONCAC's mission at all times, including through its communications and conduct.
2. Member agrees to refrain from any communication or conduct that is inconsistent with or undermines ONCAC's mission or that could be reasonably expected to jeopardize or undermine the work of ONCAC or its staff.
3. Member agrees to represent ONCAC in a positive and supportive manner at all times and in all places, and to contribute its time and resources generously to ONCAC and to other members.

2. ONCAC Bylaws and Policies. Member has reviewed and by signing this Agreement agrees to abide by the ONCAC Bylaws and all policies, including but not limited to the Public Policy Procedure, the Critical Incident Procedure, and all agreements and/or policies associated with the receipt of any grant or other source of funds or benefits.

3. Dues. Member shall pay dues to belong to ONCAC annually based upon its category of membership. The Board of Directors shall have the authority to levy and set membership dues amounts. The Chapter Director (Executive Director) will provide invoices to members prior to the beginning of the fiscal year.

4. Membership Meetings.

1. Attendance.

- i. Member agrees to attend ONCAC membership meetings and to notify ONCAC staff when Member is unable to attend a meeting.

- i. Member expressly acknowledges that if it fails to attend at least fifty (50) percent of all meetings annually it may no longer be considered a Member in Good Standing, as defined in this Agreement.

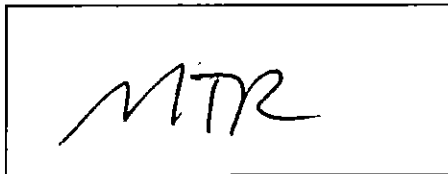
1. Preparation and Participation. Member agrees to come to all membership meetings prepared to contribute to the discussion of issues and business to be addressed at scheduled meetings, having read the agenda and all background/supporting material relevant to the meeting.

5. Transparency and Communication with ONCAC. Member understands that it is in the best interest of ONCAC and its mission to conduct its operations in an open and transparent manner and to communicate information to ONCAC. Accordingly, Member agrees:

1. To cooperate fully, accurately, and in a timely manner with inquiries or requests for documentation or data from the ONCAC Director or their designee.
 2. To submit to the ONCAC Director all required reports by the designated due dates.
 3. To disclose to the ONCAC Director as soon as practicable any information, event, or incident that may affect ONCAC, its mission, or other members.
 4. To update ONCAC within 30 days of any change in leadership or leadership contact information, changes in location, services provided, or servicing region, critical incidents in compliance with the ONCAC Critical Incident Policy.
 5. To provide upon request from the Director or their designee or as required by any grant or funding agreement any of the following: budget documents and underlying support; copies of Member's financial or other policies; revenue information, including sources and amounts of revenue; board member names and contact information
- 6. Conflicts of Interest.** Member agrees to avoid conflicts between its interests and the interests of ONCAC and, in the event an actual or potential conflicts is discovered, to disclose such conflict or potential conflict and all relevant information to ONCAC.

7. Cooperation with and support for other Members. Member acknowledges that cooperation and collaboration among ONCAC and its members is a critical component of ONCAC's ability to successfully promote its mission. Accordingly, Member agrees to share in a timely and meaningful manner information that may be relevant to or affect ONCAC or other ONCAC members, including but not limited to the following:

1. any local crisis event that may impact ONCAC or other member organizations.
2. a case that crosses jurisdictional lines.
3. Opportunities to raise funds or promote ONCAC or its mission
4. Relevant training or other events of potential interest to ONCAC members.



By initialing in the box below I attest that I have read the ONCAC policies on public policy and critical incidents.

Member in Good Standing

Member acknowledges that it must abide by the terms of this Agreement and fulfill all duties and responsibilities herein, as well as the ONCAC bylaws and all other ONCAC policies and agreements to be considered a member in good standing.

Failure to comply with the terms of this Agreement or the ONCAC bylaws or any other ONCAC policy or agreement may result in Member no longer being considered a Member in Good Standing, which may render Member ineligible for membership benefits, including grants and other funding.

Termination

1. **Membership Subject to ONCAC Approval.** Member acknowledges that its membership in ONCAC is expressly subject to the approval of ONCAC.
2. **Suspension, Revocation, or Non-renewal of Membership.** ONCAC may deny, suspend, revoke, or refuse to renew a Member's Membership status can be revoked if a majority of the Board of Directors, as signified by a vote of the Board, determines that such action is in the best interest of ONCAC. Bases for adverse membership determinations include but are not limited to the following:

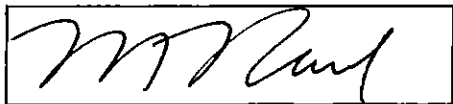
- Failure to satisfy membership eligibility, including payment of all applicable membership renew ONCAC membership by not paying dues within 60 days of notice.
 - Member not in good standing with National Children's Alliance.
 - Member not in good standing with ONCAC
 - Unauthorized or misuse of organizational funds, including ONCAC grants.
 - Unauthorized or misuse of the ONCAC name, logo, or intellectual property.
 - Conduct detrimental to the best interest of ONCAC as determined by the Board of Directors.
 - Excessive absence from membership meetings (defined as failure to attend at least 50% of all meetings annually).
 - Noncompliance with Membership Agreement obligations
 - Noncompliance with other ONCAC policies.
- 1. Voluntary Resignation.** Member may voluntarily resign its membership by providing written notice of its intent to resign to the ONCAC Director. Such resignation does not entitle Member to any refund of any fees or dues paid by the Member prior to its resignation.
 - 2. Funding.** In the event of membership termination prior to Grantee/Member expending all funds, any funds not expended or committed for the purposes of the Grant must be returned to ONCAC, together with any interest earned thereon.

Term

This Agreement shall become effective on the date it is signed by all parties and shall end on June 30 of the fiscal year in which the Agreement is signed unless terminated earlier in accordance with the Termination procedures set forth in this Agreement.

Signatures

By signing here, I acknowledge and agree to abide by the terms of this Membership Agreement.



Name Martin Russell Date 4/8/25
 Title Center

County Administrator

5 of 6

APPROVED AS TO FORM



Adam M. Nice
Asst. Prosecuting Attorney

This agreement is not fully executed until reviewed and approved by the ONCAC Executive Director as indicated by their signature below. This section is only to be completed by the ONCAC Executive Director.

--

Name

Date

Title



614-578-8029 | www.oncac.org | oncac@oncac.org

196 E State St., Suite 300, Columbus, OH 43215

**Ohio Network of Children's Advocacy Centers
CAC Funding Grant Agreement
SFY 24-25**

Award Information

*indicates a required field

The Ohio Network of Children's Advocacy Centers (ONCAC) is delighted to award the following Grantee the Grant Amount in accordance with the terms and conditions described below.

If this Agreement correctly sets forth the Grantee's understanding of, and agreement to, the terms and conditions of the Grant, please initial each section and sign this agreement, and the Grant Award letter, and send back to ONCAC. Once it has been confirmed that the Grantee is a member in good standing*** with the ONCAC, and all documents are in order, the agreement will be signed by Danielle Vandegriff, Executive Director. Please retain a copy of this Agreement and the Grant Award Letter for your files.

Grant Agreement Date 10/2/2024

Grantee Name of CAC

*Contact Information	*Total Grant Amount:	\$92,699.99
First Name: Susan	Distribution Amounts:	
Last Name: Walther	Disbursement 1 and 2:	\$23,175.00
Title: Deputy County Administrator	Disbursement 3:	\$11,587.50
Telephone: 513-695-2694	Disbursement 4:	\$11,587.50
E-mail Address: susan.walther@co.warren.oh.us	Disbursement 5:	\$11,587.50
	Disbursement 6:	\$11,587.50
	Disbursement 7 and 8:	\$23,175.00

*** A member in good standing with ONCAC is defined as a member in compliance with their signed annual membership agreement.

Use and Payment of Grant Funds

* indicates required field

All grant funds must be used to coordinate the investigation, prosecution, and treatment of child abuse while helping abused children heal.

All Grant funds must be expended for charitable, scientific, literary, or educational purposes within the meaning of section 501(c)(3) of the Internal Revenue Code, as amended (the "Code"), and more specifically for the Grant Project Title below. No part of the Grant may be used to intervene or participate in (including the publishing or distribution of statements) any political campaign on behalf of or in opposition to any candidate for public office.

This Grant is made only for the purposes stated herein. The Grant funds, as well as any interest earned thereon, may not be expended for any other purpose, without ONCAC's prior written approval.

No part of the Grant may be used to carry on propaganda or otherwise attempt to influence legislation, including the conduct of voter registration drives.

Grantee agrees that grant funds will be used only for the following purposes:

- Staffing costs to coordinate the investigation, prosecution and treatment of child abuse
- Procurement of essential supplies and equipment for the investigation, prosecution and treatment of child abuse
- Training costs for CAC staff in accordance with approved training modalities by NCA and ONCAC
- Rent or Lease costs associated with CAC facilities used in coordinating the investigation, prosecution and treatment of child abuse

Grantee agrees to provide copies of or make available for inspection by the ONCAC Director any documents or information the Director or her Designee deems necessary in order to ensure compliance with grant terms and ONCAC policies. These may include, but are not limited to, the following:

Grantee's budget for the current or previous fiscal years; Grantee's financial or other policies; Grantee's total revenue by source, or board member contact information

Grantee agrees to expend all awards by June 15, 2026

In the event that Grantee does not expend all awards by June 15, 2026 or if Grantee's membership is terminated as outlined in the Membership Agreement prior to Grantee expending all funds, any funds not expended or committed for the purposes of the Grant must be returned to ONCAC, together with any interest earned thereon.

***CAC Name/Grant Title** Child Advocacy Center of Warren County

***Agreement of Use and Payment of Grant Funds** Initials

Grant Terms

The Grant Term commences as of the date of this Grant Agreement and ends on the date below. This grant will operate as a quarterly distribution grant following budget approval by ONCAC. Progress reports should be submitted through the Coalition Manager portal by the due dates listed in the table below. Your final report is due June 30th, 2026. If progress reports are not submitted to ONCAC on a timely basis, Grantee agrees to forfeit its next quarterly distribution. If Grantee anticipates not being able to file the progress report in a timely manner, Grantee may request an extension to file the progress report *only before* the date the report is due. Each request for an extension shall be submitted in writing to the Executive Director. The Executive Director may grant an extension to file the progress report only in extenuating circumstances. Grantee agrees the Executive Director shall have sole discretion to grant a request for an extension based on individual circumstances. **SEE ADDENDUM A (LAST PAGE)**

Certification of Tax Status

* indicates required field

The Grantee certifies that it holds a determination letter issued by the Internal Revenue Service recognizing the Grantee to be qualified under section 501(c)(3) of the Code and classified as a public charity under section 509(a)(1), section 509(a)(2), or section 509(a)(3)(B)(i) (a "Type 1" supporting organization), or section 509(a)(3)(B)(ii) (a Type 2 "supporting organization"), or Section 509(a)(3)(B)(iii) (a Type3 "functionally integrated organization").

That Grantee continues to qualify for such status. Grantee further certifies that receipt of this Grant shall not cause the Grantee to lose its classification as a public charity.

The Grantee shall comply with the provisions of the Code and the regulations thereunder. The Grantee certifies that the Grantee will immediately inform ONCAC concerning any change or challenge to the Grantee's tax status or public charity classification, or any change that would cause the Grantee to no longer qualify for the tax status and/or the public charity classification included in the determination letter submitted with this Agreement.

*Agreement to the tax status requirement Initials here

*Not applicable Initial here

In the event the Grantee does not hold the above qualifications the grantee must meet one of the below qualifications, please initial in the box of the qualifying line.

- Part of a larger nonprofit agency, that agency can provide a copy of its IRS letter and an organizational chart demonstrating that the CAC is a program within it.
 - Initial Here
- The CAC is administered by a government agency, said agency can provide a document (e.g., letter from agency leader or interagency agreement) delineating its role in providing administrative oversight and management of the CAC.
 - Initial here
- If the CAC is administered by a hospital, they can provide a copy of the hospital IRS letter and organizational chart demonstrating the CAC as a program of the hospital.
 - Initial here

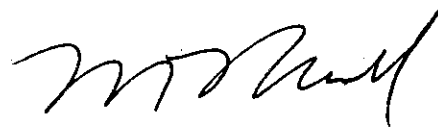
The Grantee certifies that the Grantee will immediately inform ONCAC concerning any change to the above status.

*Agreement to certify change in status Initial Here

CAC Signature Box

CAC Title Box

County Administrator



ONCAC Signature Box

CEO/Executive Director, ONCAC

APPROVED AS TO FORM



Adam M. Nice
Asst. Prosecuting Attorney

ADDENDUM A

Second Round State Funding Reporting Period (7/1/24-12/31/24)

- Distribution 1 & 2 combined will be distributed week of October 1, 2024. The money can be utilized/back dated to July 1, 2024. CAC first report due for second round state funding will reflect July – December 2024.
- Reporting link will be accessible in Coalition Manager on January 2, 2025
- **Reports Due January 31, 2025, 5:00 PM**
 - Distribution 3 Week of February 3, 2025

Second Round State Funding Reporting Period (1/1/25-3/31/25)

- Reporting link will be accessible in Coalition Manager on April 1, 2025
- **Reports Due April 30, 2025, 5:00 PM**
 - Distribution 4 Week of May 5, 2025

Second Round State Funding Reporting Period (4/1/25-6/30/25)

- Reporting link will be accessible in Coalition Manager on July 1, 2025
- **Reports Due July 31, 2025, 5:00 PM**
 - Distribution 5 Week of August 4, 2025

Second Round Reporting Period (7/1/25-9/30/25)

- Reporting link will be accessible in Coalition Manager on October 1, 2025
- **Reports Due October 31, 2025, 5:00 PM**
 - Distribution 6 Week of November 3, 2025

Second Round Reporting Period (10/1/25-12/31/25)

- Reporting link will be accessible in Coalition Manager on January 2, 2026
- **Reports Due January 30, 2026, 5:00 PM**
 - Distribution 7 Week of February 2, 2026

Second Round Reporting Period (1/1/26-3/31/26)

- Reporting link will be accessible in Coalition Manager on April 1, 2026
- **Reports Due April 30, 2026, 5:00 PM**
 - Distribution 8 Week of May 4, 2026

Second Round Reporting Period (4/1/26-6/15/26)

- Reporting link will be accessible in Coalition Manager on June 1, 2026
- **Reports Due June 30, 2026**

Resolution

Number 25-0446

Adopted Date April 08, 2025

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

BE IT RESOLVED, to approve and authorize the Warren County Board of Commissioners to enter into the agreements and addendums with the following providers relative to home placement and related services for calendar year 2025-2026, on behalf of Children Services as attached hereto and made a part hereof:

1. Agape for Youth, Inc.
2. UMCH Family Services

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

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

Resolution adopted this 8th day of April 2025.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: c/a – Agape for Youth, Inc.
c/a – UMCH Family Services
Children Services (file)

Resolution

Number 25-0447

Adopted Date April 08, 2025

AUTHORIZING THE COUNTY ENGINEER TO EXECUTE OHIO DEPARTMENT OF TRANSPORTATION STATE FUNDS EXCHANGE AGREEMENT WITH THE OHIO DEPARTMENT OF TRANSPORTATION (ODOT) FOR THE MORROW-WOODVILLE ROAD BRIDGE #24-0.12 REHABILITATION PROJECT (PID #122837) OVER STONE LICK CREEK

WHEREAS, the Warren County Engineer determined that the Morrow-Woodville Road Bridge #24-0.12 over Stone Lick Creek needed to be rehabilitated and improved; and

WHEREAS, in 2024 the Warren County Engineer applied for and received Federal LBR (County Local Bridge Replacement) Funding administered by ODOT for the bridge rehabilitation and roadway improvements on Morrow-Woodville Road (Morrow-Woodville Road Bridge #24-0.12 Rehabilitation Project - PID #122837) between SR 133 and Lucas Road to be constructed and funded in 2026; and

WHEREAS, it is necessary to enter into an Ohio Department of Transportation State Funds Exchange Agreement with ODOT in order for the County Engineer to bid out and complete the construction of the project and for ODOT to exchange the project funding from Federal to State Funding and to reimburse the County Engineer for the State LBR share of the project costs, which is 95% of the eligible costs, up to a maximum of \$625,670.

NOW THEREFORE BE IT RESOLVED, to authorize the County Engineer to execute an Ohio Department of Transportation State Funds Exchange Agreement with ODOT for the Morrow-Woodville Road Bridge #24-0.12 Rehabilitation Project (PID #122837) over Stone Lick Creek; as attached hereto and made a part hereof.

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

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

Resolution adopted this 8th day of April 2025.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: c/a – Ohio Department of Transportation
Engineer (file)

LPA FEDERAL/STATE EXCHANGE PROJECT AGREEMENT

THIS AGREEMENT is made by and between the State of Ohio, Department of Transportation, (ODOT), 1980 West Broad Street, Columbus, Ohio 43223 and (Warren County Engineer's Office, 210 West Main Street, Lebanon, Ohio 45036) (LPA).

1. PURPOSE

1.1 Section 5501.03(A)(3) of the Ohio Revised Code (ORC) provides that ODOT may coordinate its activities with those of other appropriate state departments, public agencies, and authorities, and enter into any contracts with such departments, agencies, and authorities as may be necessary to carry out its duties, powers, and functions.

1.2 ORC 5501.11(A)(4), with respect to highways, states that ODOT shall cooperate with the counties, municipal corporations, townships, and other subdivisions of the State in the establishment, construction, reconstruction, maintenance, repair, and improvement of the public roads and bridges.

1.3 ORC 5501.03 (D) provides that the Director of Transportation (Director) may enter into contracts with public agencies including political subdivision, other State agencies, boards, commissions, regional transit authorities, county transit boards, and port authorities, to administer the design, qualification of bidders, competitive bid letting, construction, inspection, research, and acceptance of any projects or transportation facilities administered by ODOT, provided the administration of such projects or transportation facilities is performed in accordance with all applicable state and federal laws and regulations with oversight by ODOT.

1.4 Pursuant to ORC 5531.08(C), upon a written determination by the Director that it would be in the best interests of the travelling public, the Director, upon the written request of a county, township, or municipal corporation, may declare a waiver of that portion of the construction cost of a highway project which a county, township, or municipal corporation normally would be required to pay. This is to enable the counties of the state to plan, maintain, and repair their roads or to enable the municipal corporations to plan, construct, reconstruct, repave, widen, maintain, repair, clear, and clean public highways, roads, and streets.

1.5 The (Superstructure replacement with Prestressed Composite Box Beam also involves minor associated roadway improvements.)(PROJECT) is a transportation activity eligible to receive State funding.

2. LEGAL REFERENCE AND COMPLIANCE

2.1 This Agreement is authorized and/or governed by the following statutes and/or policies, which are incorporated, by reference, in their entirety:

A. STATE

- ORC 102.03

- ORC 153.65 -153.71
- ORC 2921.42 and 2921.43
- ORC 5501.03(A)(3) and (D)
- ORC 5501.11(A)(4)
- ORC 5531.08(C) Ohio Administrative Code (OAC) 4733-35-05

B. ODOT

- ODOT's Manual for Administration of Contracts for Professional Services
- ODOT's Specifications for Consulting Services – 2016 Edition
- ODOT's Consultant Prequalification Requirements and Procedures
- ODOT's Construction and Material Specifications Manual
- ODOT's Construction Administration Manual of Procedures
- ODOT's Local-let Manual of Procedures

2.2 The LPA shall comply with all applicable State laws, regulations, executive orders, and applicable ODOT manuals and guidelines. This obligation is in addition to compliance with any law, regulation, or executive order specifically referenced in this Agreement.

2.3 The LPA shall have on file a completed and approved Local-let Participation Requirement Review Form (FORM) before the first required submission of the Project's Stage Plan Set. Failure to comply will result in the delay of the Federal Authorization for Construction, until the FORM has been completed and approved. Failure to submit a completed FORM will result in the PROJECT reverting to ODOT-let and the LPA will be prohibited from participating in the Local-let Program, until the FORM is completed and approved by ODOT.

3. FUNDING AND PAYMENT

3.1 The total cost for the PROJECT is estimated to be \$ 658,600. ODOT shall provide to the LPA 95 percent of the eligible costs, up to a maximum of \$625,670 in State (4C87) funds. This maximum amount reflects the funding limit for the PROJECT set by the applicable Program Manager and cannot be used as an LPA's match. Unless otherwise provided, funds provided by ODOT shall be applied only to the eligible costs associated with the actual construction of the transportation project improvements, including construction engineering costs. Ohio Revised Code does not allow for the payment of environmental engineering, final engineering and real estate acquisition.

3.2 The LPA shall provide all other financial resources necessary to fully complete the PROJECT, including all cost overruns and contractor claims.

3.3 This section pertains only to FEDERAL/STATE EXCHANGE Projects - ODOT retains any and all Bridge Credit generated through this program. Information must be submitted to and maintained by the Office of Payroll and Project Accounting.

3.4 If the LPA seeks to use Federal funds for the PROJECT Identified above, the LPA must first obtain a determination from ODOT whether the use of Federal funds is permitted.

3.5 All funding from ODOT under this Agreement operates on a reimbursement basis. The LPA shall review and/or approve all contractor invoices for materials, equipment, and labor prior to payment and prior to requesting reimbursement from ODOT for work performed on the PROJECT.

3.6 The LPA shall ensure the accuracy of any invoice in both amount and in relation to the progress made on the PROJECT. The LPA must submit to ODOT a written request for reimbursement of the State share of the expenses involved, attaching copies of all source documentation associated with pending invoices or paid costs. To assure prompt payment, the measurement of

quantities and the recording for payment should be performed on a daily basis as the items of work are completed and accepted.

- 3.7 ODOT shall pay, or reimburse, the LPA or, at the request of the LPA and with concurrence of ODOT, pay directly to the LPA's construction contractor (Contractor*), the eligible items of expense in accordance with the cost-sharing provisions of this Agreement. If the LPA requests to have the Contractor paid directly, a Direct Payment of Contractor form shall be completed and submitted with the project bid tabulations, and the Contractor shall be required to establish Electronic Funds Transfer with the State of Ohio. ODOT shall pay the Contractor or reimburse the LPA within thirty (30) days of receipt of the approved Contractor's invoice from the LPA.
- 3.8 The LPA shall certify in writing that the PROJECT was developed and delivered in compliance with the terms, conditions and requirements of the PROJECT Agreement with his/her Professional Engineer's seal and signature. The LPA shall then provide the final report to the ODOT District within six (6) months of the physical completion date of the PROJECT so that the report may be audited and approved for payment. If the deadline cannot be met, a written explanation must be provided to the District prior to the end of the six (6) months documenting the reason and the new anticipated date of completion. If the extended deadline is not met, then this process must be repeated until the PROJECT is completed. Failure to follow this process may result in the immediate close-out of the PROJECT and loss of further funding.
- 3.9 Payment or reimbursement to the LPA shall be submitted to:

Kurt E. Weber, P.E., P.S.
Warren County Engineer
210 West Main Street
Lebanon, Ohio 45036

4. PROJECT DEVELOPMENT AND DESIGN

- 4.1 The LPA and ODOT agree that the LPA is qualified to administer this PROJECT and is in full compliance with all LPA participation requirements.
- 4.2 The LPA and ODOT agree that the LPA has received funding approval for the PROJECT from the applicable ODOT Program Manager having responsibility for monitoring such projects using the State funds involved.
- 4.3 The LPA agrees to: install and/or repair, prior to the construction commencement date of the PROJECT, all curb ramps which are necessary to ensure compliance with the Americans with Disabilities Act (ADA).
- 4.4 The LPA shall design and construct the PROJECT in accordance with a recognized set of written design standards. The recognized set of written design standards may be either the LPA's formally written local design standards that have been reviewed and accepted by ODOT or ODOT's Design Manuals and the appropriate AASHTO publication. Notwithstanding the foregoing, for projects that contain a high crash rate or areas of crash concentrations, ODOT may require the LPA to use a design based on ODOT's L&D Manual. The LPA shall be responsible for ensuring that any standards used for the PROJECT are current and/or updated. The LPA shall be responsible for informing the District LPA Manager of any changes.
- 4.5 The LPA shall either designate an LPA employee, who is a registered professional engineer, to act as the PROJECT Design Engineer and serve as the LPA's principal representative for attending to PROJECT responsibilities, or engage the services of a prequalified ODOT consultant who has been chosen using a Qualification-Based Selection (QBS) process as required pursuant

to ORC 153.65 - 153.71. The prequalified list is available on the ODOT web page at www.dot.state.oh.us/DIVISIONS/PRODMGT/CONSULTANT

- 4.6 ODOT reserves the right to move this PROJECT into a future sale year if the LPA does not adhere to the established PROJECT schedule, regardless of any funding commitments.

5. ENVIRONMENTAL RESPONSIBILITIES

- 5.1 In the administration of this PROJECT, the LPA shall be responsible for conducting any required public involvement events, for preparing all required documents, reports and other supporting materials needed for addressing applicable environmental assessment, for clearance responsibilities for the PROJECT pursuant to the National Environmental Policy Act (NEPA) and related regulations, including the requirements of the National Historic Preservation Act; and for securing all necessary permits.

- 5.2 If the LPA does not have the qualified staff to perform any or all of the respective environmental responsibilities, the LPA shall hire an ODOT Prequalified Consultant through a QBS process. The prequalified list is available on the ODOT web page at <http://www.dot.state.oh.us/CONTRACT>. If the LPA hires a prequalified consultant, the LPA shall be responsible for monitoring the consultant's activities and ensuring that the consultant is following all State laws, regulations, policies, and guidelines.

- 5.3 ODOT shall be responsible for the review of all environmental documents and reports and complete all needed coordination activities with State and Federal regulatory agencies toward securing environmental clearance.

- 5.4 The LPA shall be responsible for assuring compliance with all commitments made as part of the PROJECT's environmental clearance and/or permit requirements.

- 5.5 The LPA shall require its consultant, selected to prepare a final environmental document pursuant to the requirements of NEPA, to execute a copy of a disclosure statement specifying that the consultant has no financial or other interest in the outcome of the PROJECT.

- 5.6 The LPA shall submit a Notice of Intent to the Ohio EPA to obtain coverage under the National Pollution Discharge Elimination System (NPDES) Construction General Permit for all projects where the combined Contractor and Project Earth Disturbing Activity (EDA) are one (1) acre or more. If the LPA chooses not to use ODOT's L&D Vol. 2 on Local-let LPA projects, they may use an alternative post-construction Better Management Practices (BMP) criterion with Ohio EPA approval.

6. RIGHT-OF-WAY (R/W)/ UTILITIES/ RAILROAD COORDINATION

- 6.1 All R/W acquisition activities shall be performed by the LPA in accordance with State rules, policies and guidelines issued by ODOT.

- 6.2 If existing and acquired R/W is required for this PROJECT, the LPA shall certify that the R/W has been acquired in conformity with State laws, regulations, policies, and guidelines. As specified in ODOT's Real Estate Policy and Procedures Manual, Section 5202.01-II-(B), any LPA staff who perform any real estate functions shall be prequalified by the ODOT's Office of Real Estate. If the LPA does not have the qualified staff to perform any or all of the respective R/W functions, the LPA shall hire an ODOT Prequalified Consultant through a QBS process. The LPA shall not hire the same consultant to perform both the appraisal and appraisal review functions. Appraisal review shall be performed by an independent staff or fee reviewer and shall be hired directly by the LPA. Likewise, a consultant hired to perform R/W acquisition work cannot perform both the relocation and relocation review functions. Relocation review shall be performed by an independent staff or fee reviewer and shall be hired directly by the LPA.

- 6.3 If the LPA hires a prequalified consultant, the LPA shall be responsible for monitoring the consultant's activities and ensuring that the consultant is following all State laws, regulations, policies, and guidelines.
- 6.4 All relocation assistance activities shall be performed by the LPA in conformity with State laws and rules, policies and guidelines issued by ODOT. The LPA shall not hire a consultant to perform both the relocation and relocation review functions, nor shall the LPA hire a sub-consultant for relocation and another sub-consultant for relocation review. Relocation review shall be performed by an independent staff or fee reviewer and shall be hired directly by the LPA.
- 6.5 The LPA shall provide the ODOT District Office with its certification that all R/W property rights necessary for the PROJECT are under the LPA's control, that such R/W has been cleared of all encroachments, and that utility facilities have been appropriately relocated or accounted for so as not to interfere with PROJECT construction activities. ODOT shall make use of the LPA's Right of Way Certification, as well as evaluate the LPA's and/or consultant's performance of the PROJECT real estate activities, as appropriate.
- 6.6 In the administration of this PROJECT, the LPA agrees to follow all procedures described in the ODOT Utilities Manual. When applicable, the LPA shall enter into a Utility Relocation Agreement with each utility prior to the letting of construction. No reimbursable construction costs shall be incurred by the LPA prior to the receipt of the "Authorization to Advertise" notification from ODOT. If such costs are incurred, ODOT may terminate this Agreement and cease all funding commitments.
- 6.7 The LPA shall submit all subsequent modifications to the design of the PROJECT and/or any disposal of property rights acquired as part of the PROJECT to ODOT for approval.
- 6.8 The LPA shall be responsible for any necessary railroad coordination and agreements.
- 6.9 Consistent with sections 6.1 and 6.4 of this agreement, the LPA shall assure that if any property acquired for the PROJECT is subsequently sold for less than fair market value that all Title VI requirements are included in the Instrument which transfers the property. Consistent with sections 6.1 and 6.4 of this agreement the LPA shall assure that if the LPA grants a permit or license for the property acquired for this project that the license or permit require the licensee or permit holder to adhere to all Title VI requirements.

7. ADVERTISING/ SALE/ AWARD

- 7.1 Upon approval of the Plan Package Submittal by the Office of Local Projects, the LPA shall commence all competitive bidding and contract award activities associated with the PROJECT's construction in accordance with all applicable State and local bidding requirements.
- 7.2 Any use of sole source or proprietary bid items must be approved by the applicable ODOT District. All sole source or proprietary bid items should be brought to the attention of the LPA Coordinator as soon as possible so as not to cause a delay in the plan package submission process. Bid items for traffic signal and highway lighting projects must be in conformance with ODOT's Traffic Engineering Manual.
- 7.3 The LPA shall incorporate ODOT's LPA State Bid Template in its bid documents.
- 7.4 In accordance with Executive Order 2002-13T, the LPA shall require the contractor to be enrolled in, and in good standing with, the Drug-Free Safety Program (DFSP) or a similar program approved by the Bureau of Workers' Compensation and require the same of any of its subcontractors.

- 7.5 Only ODOT prequalified contractors are eligible to submit bids for this PROJECT. Prequalification status must be in force **at the time of bidding, at the time of award, and through the life of the construction contract.** For work types that ODOT does not prequalify, the LPA must still select a qualified contractor. Subcontractors are not subject to the prequalification requirement. The "prime" contractor must perform no less than 30 % of the total original contract price.
- 7.6 In accordance with ORC 153.54, et. seq., the LPA shall require that the selected contractor provide a performance and payment bond in an amount at least equal to 100 % of its contract price as security for the faithful performance of its contract. ODOT shall be named an obligee on any bond.
- 7.7 Before awarding a contract to the selected contractor, the LPA shall verify either that the contractor is not subject to a finding for recovery under ORC 9.24, or that the contractor has taken the appropriate remedial steps required under ORC 9.24, or that the contractor otherwise qualifies under the exceptions to this section. Findings for recovery can be viewed on the Auditor of State's website at <https://ohioauditor.gov/findings.html>. If the LPA fails to so verify, ODOT may immediately terminate this Agreement and release all State funding commitments.
- 7.8 After analyzing all bids for completeness, accuracy, and responsiveness, the LPA shall approve the award of the contract in accordance with laws and policies governing the LPA. Within 45 days of that approval, the LPA shall submit to ODOT notification of the project award by submitting a bid tabulation, a copy of the ordinance or resolution, and direct payment information as required in Direct Payment of Contractor form, if applicable.

8. CONSTRUCTION CONTRACT ADMINISTRATION

- 8.1 The LPA shall provide and maintain competent and adequate project management covering the supervision and inspection of the development and construction of the PROJECT. The LPA shall bear the responsibility of ensuring that construction conforms to the approved plans, surveys, profiles, cross sections, and material specifications. If a consultant is used for engineering and/or inspection activities, the LPA must use a QBS process as required pursuant to ORC 53.65 - 153.71. Any construction contract administration or engineering costs incurred by the LPA or their consultant prior to the construction contract award date will not be eligible for reimbursement under this agreement.
- 8.2 The LPA shall certify both the quantity and quality of material used, the quality of the work performed, and the amount of construction engineering cost, when applicable, incurred by the LPA for the eligible work on the PROJECT, as well as at the completion of construction. The LPA shall certify that the construction is in accordance with the approved plans, surveys, profiles, cross sections and material specifications or approved amendments thereto.
- 8.3 The LPA shall review and/or approve all invoices prior to payment and prior to requesting reimbursement from ODOT for work performed on the PROJECT. The LPA shall ensure the accuracy of any invoice in both amount and in relation to the progress made on the PROJECT. The LPA must submit to ODOT a written request for either current payment or reimbursement of the State share of the expenses involved, attaching copies of all source documentation associated with pending invoices or paid costs. To assure prompt payment, the measurement of quantities and the recording for payment should be performed on a daily basis as the items of work are completed and accepted.
- 8.4 The LPA shall notify ODOT of the filing of any mechanic's liens against the LPA's Contractor within three (3) business days of receipt of notice of lien. Failure to so notify ODOT or failure to process a mechanic's lien in accordance with the provisions of ORC Chapter 1311 may result in the termination of this Agreement. Upon the receipt of notice of a lien, ODOT reserves the right to (1) withhold an amount of money equal to the amount of the lien that may be due and owing to

either the LPA or the Contractor; (2) terminate direct payment to the affected Contractor; or (3) take both actions, until such time as the lien is resolved.

- 8.5 Payment or reimbursement to the LPA shall be submitted to:

Warren County Engineer's Office
210 West Main Street
Lebanon, Ohio 45036

- 8.6 If, for any reason, the LPA contemplates suspending or terminating the contract of the Contractor, it shall first seek ODOT's written approval. Failure to timely notify ODOT of any contemplated suspension or termination, or failure to obtain written approval from ODOT prior to suspension or termination, may result in ODOT terminating this Agreement and ceasing all State funding commitments.

- 8.7 If ODOT approves any suspension or termination of the Agreement, ODOT reserves the right to amend its funding commitment in section 3.1 and if necessary, unilaterally modify any other term of this Agreement. Upon request, the LPA agrees to assign all rights, title, and interests in its contract with the Contractor to ODOT to allow ODOT to direct additional or corrective work, recover damages due to errors or omissions, and to exercise all other contractual rights and remedies afforded by law or equity.

- 8.8 Any right, claim, interest, and/or right of action (collectively "Claim") of the LPA, whether contingent or vested, arising out of or related to any contract entered into by the LPA for the work to be performed by the Contractor on this PROJECT, may be subrogated to ODOT, and ODOT shall have all of the LPA's rights in and to the Claim and against any other person(s) or entity(ies) against which such subrogation rights may be enforced. The LPA shall immediately notify ODOT in writing of any Claim. The LPA further authorizes ODOT to sue, compromise, or settle any such Claim. It is the intent of the parties that ODOT be fully substituted for the LPA and subrogated to all of the LPA's rights to recover under such Claim(s). The LPA agrees to cooperate with reasonable requests from ODOT for assistance in pursuing any action on the subrogated Claim including requests for information and/or documents and/or to testify.

- 8.9 After completion of the PROJECT and in accordance with applicable provisions of the ORC, the LPA shall maintain the PROJECT to design standards and provide adequate maintenance activities for the PROJECT, unless otherwise agreed to by ODOT. The PROJECT must remain under the ownership and authority of the LPA for 20 years, unless otherwise agreed to by ODOT. If the PROJECT is not being adequately maintained, ODOT shall notify the LPA of any deficiencies and if the maintenance deficiencies are not corrected within a reasonable amount of time, ODOT may determine that the LPA is no longer eligible for future participation in any State-funded programs.

9. CERTIFICATION AND RECAPTURE OF FUNDS

- 9.1 This Agreement is subject to the determination by ODOT that sufficient funds have been appropriated by the Ohio General Assembly to the State for the purpose of this Agreement and to the certification of funds by the Office of Budget and Management, as required by ORC 126.07. If ODOT determines that sufficient funds have not been appropriated for the purpose of this Agreement or if the Office of Budget and Management fails to certify the availability of funds, this Agreement or any renewal thereof will terminate on the date funding expires.
- 9.2 If for any reason the PROJECT is found to not be in compliance with all applicable local, State, or Federal rules and processes, the LPA shall repay to ODOT an amount equal to the total funds ODOT disbursed on behalf of the PROJECT.

10. THIRD PARTIES AND RESPONSIBILITIES FOR CLAIMS

10.1 Nothing in this Agreement shall be construed as conferring any legal rights, privileges, or immunities, or imposing any legal duties or obligations, on any person or persons other than the parties named in this Agreement, whether such rights, privileges, immunities, duties, or obligations be regarded as contractual, equitable, or beneficial in nature as to such other person or persons. Nothing in this Agreement shall be construed as creating any legal relations between the Director and any person performing services or supplying any equipment, materials, goods, or supplies for the PROJECT sufficient to impose upon the Director any of the obligations specified in ORC 126.30.

10.2 The LPA hereby agrees to accept responsibility for any and all damages or claims for which it is legally liable arising from the actionable negligence of its officers, employees or agents in the performance of the LPA's obligations made or agreed to herein.

11. NOTICE

11.1 Notice under this Agreement shall be directed as follows:

If to the LPA:

If to ODOT:

Kurt E. Weber, P.E., P.S.	Douglas Gruver, P.E. District Deputy Director
Warren County Engineer's Office	Department of Transportation, District 8
210 West Main Street	505 South SR 741
Lebanon, Ohio 45036	Lebanon, Ohio 45036
KWeber@warrencountyohio.gov	Doug.gruver@dot.ohio.gov

12. NONDISCRIMINATION

12.1 In carrying out this Agreement, the LPA shall not discriminate against any employee or applicant for employment because of race, religion, color, sex (including pregnancy, gender identification and sexual orientation), national origin, ancestry, age, military status, genetic information, or disability as that term is defined in the ADA. The LPA shall ensure that applicants are hired, and that employees are treated during employment, without regard to their race, religion, color, sex (including pregnancy, gender identification and sexual orientation), national origin, ancestry, age, disability, military status, or genetic information. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship.

12.2 The LPA agrees to post in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause, and in all solicitations or advertisements for employees placed by it, state that all qualified applicants shall receive consideration for employment without regard to race, religion, color, sex (including pregnancy, gender identification and sexual orientation), national origin, ancestry, age, or disability. The LPA shall incorporate this nondiscrimination requirement within all of its contracts for any of the work on the PROJECT (other than subcontracts for standard commercial supplies or raw materials) and shall require all of its contractors to incorporate such requirements in all subcontracts for any part of such PROJECT work.

12.3 The LPA shall ensure that all prime contracts it enters into for the performance of the PROJECT contain the following specific language:

PROMPT PAYMENT AND PAYMENT REPORTING

The Contractor shall ensure prompt payment to subcontractors and material suppliers per ORC 4113.61. Furthermore, the Contractor must record each individual progress payment as well as each final payment to all subcontractors, service providers, and materials and supplies vendors in such payment reporting system that ODOT shall indicate and in compliance with such timeframe that ODOT shall indicate.

- 12.4 The LPA shall ensure that Encouraging Diversity, Growth and Equity ("EDGE") business enterprises, as defined in OAC 123:2-14, have an equal opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with State funds provided in conjunction with this Agreement. An EDGE business enterprise is a sole proprietorship, association, partnership, corporation, limited liability corporation, or joint venture certified in the EDGE Program by the Ohio Department of Administrative Services (DAS) (EDGE business enterprises are listed at <https://eodreporting.oit.ohio.gov/edge-certification>). ODOT shall specify each PROJECT's EDGE goal. If the PROJECT has an EDGE goal above zero, the LPA shall ensure that all prime contracts it enters into for the performance of the PROJECT contain the following specific language:

A. EDGE REQUIREMENTS

An EDGE goal (subcontracts, materials, services) has been set on this PROJECT. The contractor shall make a good faith effort to comply with the EDGE goal by subcontracting with and/or purchasing from those EDGE business enterprises certified by the DAS pursuant to OAC 123:2-14. If the contractor is itself an EDGE business enterprise, it may count its own contract in its efforts to comply with the EDGE goal.

B. EDGE GOAL COMPLIANCE

After the allotted timeframe for reporting payments closes, ODOT shall divide the total reported payments made to EDGE business enterprises by the PROJECT's final contract amount to determine the PROJECT's EDGE attainment. If the EDGE attainment meets or exceeds the PROJECT's EDGE goal, ODOT will consider the contractor as being in compliance with the PROJECT's EDGE goal. If the EDGE attainment is short of the PROJECT's EDGE goal, ODOT will consider the contractor as being in noncompliance with the PROJECT's EDGE goal.

B. GOOD FAITH EFFORTS (GFEs)

If the contractor is unable to comply with the EDGE goal established for the PROJECT and having made a good faith effort (GFE) to comply with the established EDGE goal, the Contractor may apply in writing, on a form prescribed by ODOT, to ODOT for a full or partial waiver of the established contract EDGE goal. The form shall be submitted to ODOT in the manner outlined on ODOT's website EDGE Waiver Request (Good Faith Efforts). ODOT may modify the established EDGE goal for a contract after determining that the Contractor made the level of GFEs deemed necessary by ODOT to comply with the established contract EDGE goal and to justify the granting of a waiver. For purposes of such determination, ODOT shall consider whether the contractor has documented all of the following:

- The Contractor utilized reasonable and available means to solicit EDGE-certified business(es) that have the capability to perform the work of the contract. To demonstrate reasonable solicitation, the contractor shall provide evidence of such solicitations, including, but not limited to, the

following: fax confirmations, website notifications, bid notices, email contact lists, and invitations to bid notices;

- The Contractor identified portions of the contracted work that would provide the most opportunity for participation by EDGE-certified business(es). To demonstrate Identified portions of the contracted work were selected to increase the likelihood of EDGE participation, the Contractor shall provide documentation outlining the rationale used to determine which portions of the contract were bid to EDGE-certified business(es) and why other portions were not selected for bidding by EDGE-certified business(es);
- The Contractor provided all appropriate EDGE-certified business(es) with adequate information about the plans, specifications, and requirements of the contract. The information about the plans, specifications, and requirements of the contract were provided in sufficient time for EDGE-certified business(es) to review and provide a bid for the contract. "Sufficient time" means at least 21 days prior to the required bid submission date provided by the Contractor;
- The Contractor negotiated in good faith with interested EDGE-certified business(es). To demonstrate good faith negotiations, the Contractor shall provide evidence of such negotiations, including, but not limited to, the following: subcontractor names, addresses, dates of meetings, and telephone numbers of the EDGE-certified business(es) considered. The Contractor shall submit bid requests and/or bid submittals of all EDGE-certified business(es) bidders and any correspondence related to the negotiations. A contractor using good business judgment will consider a number of factors when negotiating with EDGE-certified business(es) and will take into account the bid and capabilities of EDGE-certified business(es) as well as contract goal requirements. However, the fact that there may be some additional costs involved in finding and using an EDGE-certified business(es) are not in itself sufficient reason for a contractor's failure to meet the established EDGE goal. In addition, the ability or desire of a contractor to perform the work with its own organization does not relieve the Contractor of its responsibility to locate EDGE-certified business(es) and conduct GFEs;
- The Contractor properly rejected interested EDGE-certified business(es) as being unqualified for the work of the contract. A contractor's rejection of an EDGE-certified business(es) based on standing within an appropriate industry, membership, or affiliation in a business social, or political group is not a basis for a proper rejection. To demonstrate EDGE-certified business(es) were properly rejected, the Contractor shall provide a copy of each rejection letter sent to EDGE-certified business(es) with the reason(s) for rejection, the EDGE-certified business's name, address, date, and proof of mailing;
- The Contractor used the services of one or more organizations that provide business assistance in the identification and recruitment of EDGE-certified business(es). To demonstrate utilization of one or more organizations providing business assistance, the Contractor shall provide the name(s), phone number(s), date(s), and method of contact relating to the business assistance organization; and
- The Contractor used the directory listing of EDGE-certified business(es) at <https://eodreporting.oit.ohio.gov/edge-certification> or, if this link stops functioning, at such new link provided by the State of Ohio. To

demonstrate such a directory listing was used, the Contractor shall provide the list, method of contact, and names associated with each EDGE-certified business(es) included on the list.

ODOT will review the Contractor's waiver request and issue a written determination on whether the Contractor made the level of GFEs deemed necessary by ODOT to comply with the established contract EDGE goal and to justify the granting of a waiver.

The Contractor may request administrative reconsideration within 14 days of being informed that it did not make the level of GFEs deemed necessary by ODOT to comply with the established contract EDGE goal and to justify the granting of a waiver. The Contractor must make this request in writing to Paul Russell, Chief Legal Counsel, Paul.Russell@dot.ohio.gov, and Carrie Glaeden, Deputy Chief Legal Counsel, Carrie.Glaeden@dot.ohio.gov. This request may also be submitted in writing at the following address:

Ohio Department of Transportation
Attn: Office of Chief Legal Counsel, Mail Stop 1500
1980 West Broad St.
Columbus, Ohio 43223

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

As part of this reconsideration, the Contractor will have the opportunity to provide written documentation or an argument concerning the issue of whether it made adequate GFEs. ODOT will send the Contractor a written decision on reconsideration explaining the basis for finding that the Contractor did or did not comply with the goal or make adequate good faith efforts.

ODOT may issue the following sanctions if the Contractor fails to comply with EDGE-related contract requirements and/or fails to make the level of GFEs deemed necessary by ODOT to comply with the established contract EDGE goal:

1st tier:	letter of reprimand;
2nd tier:	damages equivalent to the EDGE contract goal shortfall;
3rd tier:	If a pattern of paying damages persists or the Contractor has falsified, misrepresented or withheld information, ODOT can pursue other remedies available by law including suspension, revocation, and/or debarment

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

- the magnitude and the type of offense;
- the degree of the Contractor's culpability;
- any steps taken to rectify the situation; and
- the Contractor's record of performance on other projects including, but not limited to:
 - EDGE contract goal attainment and GFEs;
 - DBE contract goal attainment and GFEs;
 - number of complaints ODOT has received from DBE/EDGE certified firms regarding the Contractor; and,
 - the number of times the Contractor has been previously sanctioned by ODOT.

13. DATA, PATENTS AND COPYRIGHTS - PUBLIC USE

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

14. TERMINATION; DEFAULT AND BREACH OF CONTRACT

- 14.1 Neglect or failure of the LPA to comply with any of the terms, conditions, or provisions of this Agreement, including misrepresentation of fact, may be an event of default, unless such failure or neglect are the result of natural disasters, strikes, lockouts, acts of public enemies, insurrections, riots, epidemics, civil disturbances, explosions, orders of any kind of governments of the United States or State of Ohio or any of their departments or political subdivisions, or any other cause not reasonably within the LPA's control. If a default has occurred, ODOT may terminate this agreement with 30 days written notice, except that if ODOT determines that the default can be remedied, then ODOT and the LPA shall proceed in accordance with sections 12.2 through 12.4 of this Agreement.
- 14.2 If notified by ODOT in writing that it is in violation of any of the terms, conditions, or provisions of this Agreement, and a default has occurred, the LPA shall have 30 days from the date of such notification to remedy the default or, if the remedy will take in excess of 30 days to complete, the LPA shall have 30 days to satisfactorily commence a remedy of the causes preventing its compliance and curing the default situation. Expiration of the 30 days and failure by the LPA to remedy, or to satisfactorily commence the remedy of, the default whether payment of funds has been fully or partially made, shall result in ODOT, at its discretion, declining to make any further payments to the LPA, or in the termination of this Agreement by ODOT. If this Agreement is terminated, the LPA may be liable to repay to ODOT all of the Federal funds disbursed to it under this Agreement.
- 14.3 The LPA, upon receiving a notice of termination from ODOT for default, shall cease work on the terminated activities covered under this Agreement. If so requested by ODOT, the LPA shall assign to ODOT all its rights, title, and interest to any contracts it has with any consultants or contractors. Otherwise, the LPA shall terminate all contracts and other agreements it has entered into relating to such covered activities, take all necessary and appropriate steps to limit

disbursements and minimize any remaining costs. At the request of ODOT, the LPA may be required to furnish a report describing the status of PROJECT activities as of the date of its receipt of notice of termination, including results accomplished and other matters as ODOT may require.

- 14.4 No remedy herein conferred upon or reserved by ODOT is intended to be exclusive of any other available remedy, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right or option accruing to ODOT upon any default by the LPA shall impair any such right or option or shall be construed to be a waiver thereof, but any such right or option may be exercised from time to time and as often as may be deemed expedient by ODOT.

15. GENERAL PROVISIONS

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

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

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

(A) The LPA *does not* currently maintain an ODOT approved Federally compliant time-tracking system¹, *and*

(B) The LPA *does not* intend to have a Federally compliant time-tracking system developed, implemented, and approved by ODOT prior to the period of performance of this PROJECT, *and/or*

(C) The LPA *does not* intend to pursue recovery of these project direct labor, fringe benefits, or overhead costs during the period of performance of this PROJECT Agreement.

☐

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

(A) The LPA currently maintains, or intends to develop and implement prior to the period of performance of this PROJECT, an ODOT approved Federally compliant time-tracking system, *and*

(B) The LPA *does not* currently have, and *does not* intend to negotiate, an ODOT approved Fringe Benefits Rate prior to the period of performance of this PROJECT.

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

2 [Also be sure to read footnote # 1] The De Minimis Indirect Cost Rate is 10 % of modified total direct costs (MTDC) per 2 CFR 200.414. The definition of MTDC is provided in the regulation at 2 CFR 200.68. Any questions regarding the calculation of MTDC for a specific project should be directed to the Office of Local Programs. Further, regardless of whether the LPA subrecipient negotiates overhead rates with ODOT or uses the 10 % de minimis rate, LPAs are required to maintain Federally-compliant time-tracking systems. Accordingly, LPAs are permitted to bill for labor costs, and then potentially associated fringe/indirect costs, only if the labor costs are accumulated, tracked, and allocated in accordance with compliant systems. Before an LPA is eligible to invoice ODOT for and recover the 10% de minimis indirect cost rate on any project, the LPA's time-tracking system and methods for tracking other project costs must be reviewed and approved by the ODOT Office of External Audits. A non-Federal entity that elects to charge the de minimis rate must meet the requirements in 2 CFR 200 Appendix VII Section D, Part 1, paragraph b.

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

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

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

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

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

- 15.2 If the LPA decides to change its indirect cost recovery option, the change shall not become effective until this Agreement is amended pursuant to section 8.10 below to reflect the indirect cost recovery option utilized by the LPA on the PROJECT.
- 15.3 The LPA shall comply with all applicable Federal and State laws, regulations, and applicable executive orders applicable to the PROJECT including all non-discrimination laws, regulation and executive orders. This obligation is in addition to compliance with any law, regulation, or executive order specifically referenced in this Agreement.
- 15.4 *Record Retention:* The LPA when requested at reasonable times and in a reasonable manner, shall make available to the agents, officers, and auditors of ODOT and the United States government, its books, documents, and records relating to the LPA's obligations under this Agreement. All such books, documents, and records shall be kept for a period of at least three (3) years after the completion of the PROJECT. In the event that an audit-related dispute should arise during this retention period, any such books, documents, and records that are related to the

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

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

disputed matter shall be preserved for the term of that dispute. Nothing contained in this Agreement shall in any way modify the LPA's legal duties and obligations to maintain and/or retain its records under Ohio public records laws.

- 15.5 *Ohio Ethics and Conflict of Interest Laws:* LPA agrees that they are currently in compliance and will continue to adhere to the requirements of Ohio Ethics and Conflict of Interest laws as provided by ORC 102.03, 102.04, 2921.42 and 2921.43.
- 15.6 *State Property Drug-Free Workplace Compliance:* In accordance with applicable State and Federal laws, rules, and policies, the LPA shall make a good faith effort to ensure that its employees and its contractors will not purchase, transfer, use, or possess alcohol or a controlled substance while working on State property.
- 15.7 *Boycotting:* Pursuant to R.C. 9.76(B), LPA warrants that LPA and any contractor(s) or sub-contractor(s) are not boycotting any jurisdiction with whom the State of Ohio can enjoy open trade, including Israel, and will not do so during the term of this Agreement.
- 15.8 *Debarment:* LPA represents and warrants that none of its vendors or contractors are debarred from consideration for contract awards by the Director of the Department of Administrative Services, pursuant to either ORC 125.25 or 153.02. 15.9 *Governing Law:* This Agreement and any claims arising out of this Agreement shall be governed by the laws of the State of Ohio. Any provision of this Agreement prohibited by the laws of Ohio shall be deemed void and of no effect. Any litigation arising out of or relating in any way to this Agreement, or the performance thereunder shall be brought only in the courts of Ohio, and the LPA hereby irrevocably consents to such jurisdiction. To the extent that ODOT is a party to any litigation arising out of or relating in any way to this Agreement or the performance thereunder, such an action shall be brought only in a court of competent jurisdiction in Franklin County, Ohio.
- 15.10 *Assignment:* Neither this Agreement nor any rights, duties, or obligations described herein shall be assigned by either party hereto without the prior express written consent of the other party.
- 15.11 *Merger and Modification:* This Agreement and its attachments constitute the entire Agreement between the parties. All prior discussions and understandings between the parties are superseded by this Agreement. Unless otherwise noted herein, this Agreement shall not be altered, modified, or amended except by a written agreement signed by both parties hereto.
- 15.12 *Severability:* If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, such holding shall not affect the validity or the ability to enforce the remainder of this Agreement. All provisions of this Agreement shall be deemed severable.
- 15.13 *Term of Agreement:* This Agreement shall be in effect from the last day executed by the parties through the date which is three (3) years after the Project Completion Date. LPA acknowledges that the Term extends beyond the Project Completion Date for purposes of reporting by the LPA and monitoring by Grantor of the results of the award of Grant Funds.
- 15.14 *Signatures:* Any person executing this Agreement in a representative capacity hereby represents that he/she has been duly authorized by his/her principal to execute this Agreement on such principal's behalf.
- 15.15 *Facsimile Signatures:* Any party hereto may deliver a copy of its counterpart signature page to this Agreement via fax or e-mail. Each party hereto shall be entitled to rely upon a facsimile signature on any other party delivered in such a manner as if such signature were an original.

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

LPA: Warren County Engineer's Office	STATE OF OHIO OHIO DEPARTMENT OF TRANSPORTATION
By:	By:
Title: Kurt E. Weber, P.E., P.S. Warren County Engineer	Pamela Boratyn Director
Date:	Date:

APPROVED AS TO FORM



Adam M. Nice
Asst. Prosecuting Attorney

Resolution

Number 25-0448

Adopted Date April 08, 2025

AUTHORIZING THE COUNTY ENGINEER TO EXECUTE OHIO DEPARTMENT OF TRANSPORTATION STATE FUNDS EXCHANGE AGREEMENT WITH THE OHIO DEPARTMENT OF TRANSPORTATION (ODOT) FOR THE COUNTY ROAD 182 BRIDGE #182-0.08 REHABILITATION PROJECT (PID #120673) OVER THE LITTLE MIAMI RIVER

WHEREAS, the Warren County Engineer determined that the County Road 182 Bridge #182-0.08 over the Little Miami River needed to be rehabilitated and improved; and

WHEREAS, in 2023 the Warren County Engineer applied for and received Federal LBR (County Local Bridge Replacement) Funding administered by ODOT for the bridge rehabilitation and roadway improvements on County Road 182 (County Road 182 Bridge #182-0.08 Rehabilitation Project - PID #120673) between Emmons Road and Corwin Road to be constructed and funded in 2027; and

WHEREAS, it is necessary to enter into an Ohio Department of Transportation State Funds Exchange Agreement with ODOT in order for the County Engineer to bid out and complete the construction of the project and for ODOT to exchange the project funding from Federal to State Funding and to reimburse the County Engineer for the State LBR share of the project costs, which is 95% of the eligible costs, up to a maximum of \$2,455,967.

NOW THEREFORE BE IT RESOLVED, to authorize the County Engineer to execute an Ohio Department of Transportation State Funds Exchange Agreement with ODOT for the County Road 182 Bridge #182-0.08 Rehabilitation Project (PID #120673) over the Little Miami River; as attached hereto and made a part hereof.

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

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

Resolution adopted this 8th day of April 2025.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: c/a – Ohio Department of Transportation
Engineer (file)

LPA FEDERAL/STATE EXCHANGE PROJECT AGREEMENT

THIS AGREEMENT is made by and between the State of Ohio, Department of Transportation, (ODOT), 1980 West Broad Street, Columbus, Ohio 43223 and (Warren County Engineer's Office, 210 West Main Street, Lebanon, Ohio 45036) (LPA).

1. PURPOSE

1.1 Section 5501.03(A)(3) of the Ohio Revised Code (ORC) provides that ODOT may coordinate its activities with those of other appropriate state departments, public agencies, and authorities, and enter into any contracts with such departments, agencies, and authorities as may be necessary to carry out its duties, powers, and functions.

1.2 ORC 5501.11(A)(4), with respect to highways, states that ODOT shall cooperate with the counties, municipal corporations, townships, and other subdivisions of the State in the establishment, construction, reconstruction, maintenance, repair, and improvement of the public roads and bridges.

1.3 ORC 5501.03(D) provides that the Director of Transportation (Director) may enter into contracts with public agencies including political subdivision, other State agencies, boards, commissions, regional transit authorities, county transit boards, and port authorities, to administer the design, qualification of bidders, competitive bid letting, construction, inspection, research, and acceptance of any projects or transportation facilities administered by ODOT, provided the administration of such projects or transportation facilities is performed in accordance with all applicable state and federal laws and regulations with oversight by ODOT.

1.4 Pursuant to ORC 5531.08(C), upon a written determination by the Director that it would be in the best interests of the travelling public, the Director, upon the written request of a county, township, or municipal corporation, may declare a waiver of that portion of the construction cost of a highway project which a county, township, or municipal corporation normally would be required to pay. This is to enable the counties of the state to plan, maintain, and repair their roads or to enable the municipal corporations to plan, construct, reconstruct, repave, widen, maintain, repair, clear, and clean public highways, roads, and streets.

1.5 The (Project will rehab bridge WAR CR 182 0.08 (SFN 8333475) carrying CR 182 (Oregonia Road) over Hawleys Run and the Little Miami River.(PROJECT) is a transportation activity eligible to receive State funding.

2. LEGAL REFERENCE AND COMPLIANCE

2.1 This Agreement is authorized and/or governed by the following statutes and/or policies, which are incorporated, by reference, in their entirety:

A. STATE

- ORC 102.03

- ORC 153.65 -153.71
- ORC 2921.42 and 2921.43
- ORC 5501.03(A)(3) and (D)
- ORC 5501.11(A)(4)
- ORC 5531.08(C) Ohio Administrative Code (OAC) 4733-35-05

B. ODOT

- ODOT's Manual for Administration of Contracts for Professional Services
- ODOT's Specifications for Consulting Services – 2016 Edition
- ODOT's Consultant Prequalification Requirements and Procedures
- ODOT's Construction and Material Specifications Manual
- ODOT's Construction Administration Manual of Procedures
- ODOT's Local-let Manual of Procedures

2.2 The LPA shall comply with all applicable State laws, regulations, executive orders, and applicable ODOT manuals and guidelines. This obligation is in addition to compliance with any law, regulation, or executive order specifically referenced in this Agreement.

2.3 The LPA shall have on file a completed and approved Local-let Participation Requirement Review Form (FORM) before the first required submission of the Project's Stage Plan Set. Failure to comply will result in the delay of the Federal Authorization for Construction, until the FORM has been completed and approved. Failure to submit a completed FORM will result in the PROJECT reverting to ODOT-let and the LPA will be prohibited from participating in the Local-let Program, until the FORM is completed and approved by ODOT.

3. FUNDING AND PAYMENT

3.1 The total cost for the PROJECT is estimated to be ~~\$2,585,228.42~~. ODOT shall provide to the LPA 95 percent of the eligible costs, up to a maximum of \$2,455,967 in State (4C87) funds. This maximum amount reflects the funding limit for the PROJECT set by the applicable Program Manager and cannot be used as an LPA's match. Unless otherwise provided, funds provided by ODOT shall be applied only to the eligible costs associated with the actual construction of the transportation project improvements, including construction engineering costs. Ohio Revised Code does not allow for the payment of environmental engineering, final engineering and real estate acquisition.

3.2 The LPA shall provide all other financial resources necessary to fully complete the PROJECT, including all cost overruns and contractor claims.

3.3 This section pertains only to FEDERAL/STATE EXCHANGE Projects - ODOT retains any and all Bridge Credit generated through this program. Information must be submitted to and maintained by the Office of Payroll and Project Accounting.

3.4 If the LPA seeks to use Federal funds for the PROJECT identified above, the LPA must first obtain a determination from ODOT whether the use of Federal funds is permitted.

3.5 All funding from ODOT under this Agreement operates on a reimbursement basis. The LPA shall review and/or approve all contractor Invoices for materials, equipment, and labor prior to payment and prior to requesting reimbursement from ODOT for work performed on the PROJECT.

3.6 The LPA shall ensure the accuracy of any invoice in both amount and in relation to the progress made on the PROJECT. The LPA must submit to ODOT a written request for reimbursement of the State share of the expenses involved, attaching copies of all source documentation associated with pending invoices or paid costs. To assure prompt payment, the measurement of

quantities and the recording for payment should be performed on a daily basis as the items of work are completed and accepted.

- 3.7 ODOT shall pay, or reimburse, the LPA or, at the request of the LPA and with concurrence of ODOT, pay directly to the LPA's construction contractor (Contractor), the eligible items of expense in accordance with the cost-sharing provisions of this Agreement. If the LPA requests to have the Contractor paid directly, a Direct Payment of Contractor form shall be completed and submitted with the project bid tabulations, and the Contractor shall be required to establish Electronic Funds Transfer with the State of Ohio. ODOT shall pay the Contractor or reimburse the LPA within thirty (30) days of receipt of the approved Contractor's invoice from the LPA.
- 3.8 The LPA shall certify in writing that the PROJECT was developed and delivered in compliance with the terms, conditions and requirements of the PROJECT Agreement with his/her Professional Engineer's seal and signature. The LPA shall then provide the final report to the ODOT District within six (6) months of the physical completion date of the PROJECT so that the report may be audited and approved for payment. If the deadline cannot be met, a written explanation must be provided to the District prior to the end of the six (6) months documenting the reason and the new anticipated date of completion. If the extended deadline is not met, then this process must be repeated until the PROJECT is completed. Failure to follow this process may result in the immediate close-out of the PROJECT and loss of further funding.
- 3.9 Payment or reimbursement to the LPA shall be submitted to:

Kurt E. Weber, P.E., P.S.
Warren County Engineer
210 West Main Street
Lebanon, Ohio 45036

4. PROJECT DEVELOPMENT AND DESIGN

- 4.1 The LPA and ODOT agree that the LPA is qualified to administer this PROJECT and is in full compliance with all LPA participation requirements.
- 4.2 The LPA and ODOT agree that the LPA has received funding approval for the PROJECT from the applicable ODOT Program Manager having responsibility for monitoring such projects using the State funds involved.
- 4.3 The LPA agrees to: install and/or repair, prior to the construction commencement date of the PROJECT, all curb ramps which are necessary to ensure compliance with the Americans with Disabilities Act (ADA).
- 4.4 The LPA shall design and construct the PROJECT in accordance with a recognized set of written design standards. The recognized set of written design standards may be either the LPA's formally written local design standards that have been reviewed and accepted by ODOT or ODOT's Design Manuals and the appropriate AASHTO publication. Notwithstanding the foregoing, for projects that contain a high crash rate or areas of crash concentrations, ODOT may require the LPA to use a design based on ODOT's L&D Manual. The LPA shall be responsible for ensuring that any standards used for the PROJECT are current and/or updated. The LPA shall be responsible for informing the District LPA Manager of any changes.
- 4.5 The LPA shall either designate an LPA employee, who is a registered professional engineer, to act as the PROJECT Design Engineer and serve as the LPA's principal representative for attending to PROJECT responsibilities, or engage the services of a prequalified ODOT consultant who has been chosen using a Qualification-Based Selection (QBS) process as required pursuant

to ORC 153.65 - 153.71. The prequalified list is available on the ODOT web page at www.dot.state.oh.us/DIVISIONS/PRODMGT/CONSULTANT

- 4.6 ODOT reserves the right to move this PROJECT into a future sale year if the LPA does not adhere to the established PROJECT schedule, regardless of any funding commitments.

5. ENVIRONMENTAL RESPONSIBILITIES

- 5.1 In the administration of this PROJECT, the LPA shall be responsible for conducting any required public involvement events, for preparing all required documents, reports and other supporting materials needed for addressing applicable environmental assessment, for clearance responsibilities for the PROJECT pursuant to the National Environmental Policy Act (NEPA) and related regulations, including the requirements of the National Historic Preservation Act; and for securing all necessary permits.

- 5.2 If the LPA does not have the qualified staff to perform any or all of the respective environmental responsibilities, the LPA shall hire an ODOT Prequalified Consultant through a QBS process. The prequalified list is available on the ODOT web page at <http://www.dot.state.oh.us/CONTRACT>. If the LPA hires a prequalified consultant, the LPA shall be responsible for monitoring the consultant's activities and ensuring that the consultant is following all State laws, regulations, policies, and guidelines.

- 5.3 ODOT shall be responsible for the review of all environmental documents and reports and complete all needed coordination activities with State and Federal regulatory agencies toward securing environmental clearance.

- 5.4 The LPA shall be responsible for assuring compliance with all commitments made as part of the PROJECT's environmental clearance and/or permit requirements.

- 5.5 The LPA shall require its consultant, selected to prepare a final environmental document pursuant to the requirements of NEPA, to execute a copy of a disclosure statement specifying that the consultant has no financial or other interest in the outcome of the PROJECT.

- 5.6 The LPA shall submit a Notice of Intent to the Ohio EPA to obtain coverage under the National Pollution Discharge Elimination System (NPDES) Construction General Permit for all projects where the combined Contractor and Project Earth Disturbing Activity (EDA) are one (1) acre or more. If the LPA chooses not to use ODOT's L&D Vol. 2 on Local-let LPA projects, they may use an alternative post-construction Better Management Practices (BMP) criterion with Ohio EPA approval.

6. RIGHT-OF-WAY (R/W)/ UTILITIES/ RAILROAD COORDINATION

- 6.1 All R/W acquisition activities shall be performed by the LPA in accordance with State rules, policies and guidelines issued by ODOT.

- 6.2 If existing and acquired R/W is required for this PROJECT, the LPA shall certify that the R/W has been acquired in conformity with State laws, regulations, policies, and guidelines. As specified in ODOT's Real Estate Policy and Procedures Manual, Section 5202.01-II-(B), any LPA staff who perform any real estate functions shall be prequalified by the ODOT's Office of Real Estate. If the LPA does not have the qualified staff to perform any or all of the respective R/W functions, the LPA shall hire an ODOT Prequalified Consultant through a QBS process. The LPA shall not hire the same consultant to perform both the appraisal and appraisal review functions. Appraisal review shall be performed by an independent staff or fee reviewer and shall be hired directly by the LPA. Likewise, a consultant hired to perform R/W acquisition work cannot perform both the relocation and relocation review functions. Relocation review shall be performed by an independent staff or fee reviewer and shall be hired directly by the LPA.

- 6.3 If the LPA hires a prequalified consultant, the LPA shall be responsible for monitoring the consultant's activities and ensuring that the consultant is following all State laws, regulations, policies, and guidelines.
- 6.4 All relocation assistance activities shall be performed by the LPA in conformity with State laws and rules, policies and guidelines issued by ODOT. The LPA shall not hire a consultant to perform both the relocation and relocation review functions, nor shall the LPA hire a sub-consultant for relocation and another sub-consultant for relocation review. Relocation review shall be performed by an independent staff or fee reviewer and shall be hired directly by the LPA.
- 6.5 The LPA shall provide the ODOT District Office with its certification that all R/W property rights necessary for the PROJECT are under the LPA's control, that such R/W has been cleared of all encroachments, and that utility facilities have been appropriately relocated or accounted for so as not to interfere with PROJECT construction activities. ODOT shall make use of the LPA's Right of Way Certification, as well as evaluate the LPA's and/or consultant's performance of the PROJECT real estate activities, as appropriate.
- 6.6 In the administration of this PROJECT, the LPA agrees to follow all procedures described in the ODOT Utilities Manual. When applicable, the LPA shall enter into a Utility Relocation Agreement with each utility prior to the letting of construction. No reimbursable construction costs shall be incurred by the LPA prior to the receipt of the "Authorization to Advertise" notification from ODOT. If such costs are incurred, ODOT may terminate this Agreement and cease all funding commitments.
- 6.7 The LPA shall submit all subsequent modifications to the design of the PROJECT and/or any disposal of property rights acquired as part of the PROJECT to ODOT for approval.
- 6.8 The LPA shall be responsible for any necessary railroad coordination and agreements.
- 6.9 Consistent with sections 6.1 and 6.4 of this agreement, the LPA shall assure that if any property acquired for the PROJECT is subsequently sold for less than fair market value that all Title VI requirements are included in the instrument which transfers the property. Consistent with sections 6.1 and 6.4 of this agreement the LPA shall assure that if the LPA grants a permit or license for the property acquired for this project that the license or permit require the licensee or permit holder to adhere to all Title VI requirements.

7. ADVERTISING/ SALE/ AWARD

- 7.1 Upon approval of the Plan Package Submittal by the Office of Local Projects, the LPA shall commence all competitive bidding and contract award activities associated with the PROJECT's construction in accordance with all applicable State and local bidding requirements.
- 7.2 Any use of sole source or proprietary bid items must be approved by the applicable ODOT District. All sole source or proprietary bid items should be brought to the attention of the LPA Coordinator as soon as possible so as not to cause a delay in the plan package submission process. Bid items for traffic signal and highway lighting projects must be in conformance with ODOT's Traffic Engineering Manual.
- 7.3 The LPA shall incorporate ODOT's LPA State Bid Template in its bid documents.
- 7.4 In accordance with Executive Order 2002-13T, the LPA shall require the contractor to be enrolled in, and in good standing with, the Drug-Free Safety Program (DFSP) or a similar program approved by the Bureau of Workers' Compensation and require the same of any of its subcontractors.

- 7.5 Only ODOT prequalified contractors are eligible to submit bids for this PROJECT. Prequalification status must be in force **at the time of bidding, at the time of award, and through the life of the construction contract.** For work types that ODOT does not prequalify, the LPA must still select a qualified contractor. Subcontractors are not subject to the prequalification requirement. The "prime" contractor must perform no less than 30 % of the total original contract price.
- 7.6 In accordance with ORC 153.54, et. seq., the LPA shall require that the selected contractor provide a performance and payment bond in an amount at least equal to 100 % of its contract price as security for the faithful performance of its contract. ODOT shall be named an obligee on any bond.
- 7.7 Before awarding a contract to the selected contractor, the LPA shall verify either that the contractor is not subject to a finding for recovery under ORC 9.24, or that the contractor has taken the appropriate remedial steps required under ORC 9.24, or that the contractor otherwise qualifies under the exceptions to this section. Findings for recovery can be viewed on the Auditor of State's website at <https://ohioauditor.gov/findings.html>. If the LPA fails to so verify, ODOT may immediately terminate this Agreement and release all State funding commitments.
- 7.8 After analyzing all bids for completeness, accuracy, and responsiveness, the LPA shall approve the award of the contract in accordance with laws and policies governing the LPA. Within 45 days of that approval, the LPA shall submit to ODOT notification of the project award by submitting a bid tabulation, a copy of the ordinance or resolution, and direct payment information as required in Direct Payment of Contractor form, if applicable.

8. CONSTRUCTION CONTRACT ADMINISTRATION

- 8.1 The LPA shall provide and maintain competent and adequate project management covering the supervision and inspection of the development and construction of the PROJECT. The LPA shall ~~bear the responsibility of ensuring that construction conforms to the approved plans, surveys, profiles, cross sections, and material specifications.~~ If a consultant is used for engineering and/or inspection activities, the LPA must use a QBS process as required pursuant to ORC 53.65 - 153.71. Any construction contract administration or engineering costs incurred by the LPA or their consultant prior to the construction contract award date will not be eligible for reimbursement under this agreement.
- 8.2 The LPA shall certify both the quantity and quality of material used, the quality of the work performed, and the amount of construction engineering cost, when applicable, incurred by the LPA for the eligible work on the PROJECT, as well as at the completion of construction. The LPA shall certify that the construction is in accordance with the approved plans, surveys, profiles, cross sections and material specifications or approved amendments thereto.
- 8.3 The LPA shall review and/or approve all invoices prior to payment and prior to requesting reimbursement from ODOT for work performed on the PROJECT. The LPA shall ensure the accuracy of any invoice in both amount and in relation to the progress made on the PROJECT. The LPA must submit to ODOT a written request for either current payment or reimbursement of the State share of the expenses involved, attaching copies of all source documentation associated with pending invoices or paid costs. To assure prompt payment, the measurement of quantities and the recording for payment should be performed on a daily basis as the items of work are completed and accepted.
- 8.4 The LPA shall notify ODOT of the filing of any mechanic's liens against the LPA's Contractor within three (3) business days of receipt of notice of lien. Failure to so notify ODOT or failure to process a mechanic's lien in accordance with the provisions of ORC Chapter 1311 may result in the termination of this Agreement. Upon the receipt of notice of a lien, ODOT reserves the right to (1) withhold an amount of money equal to the amount of the lien that may be due and owing to

either the LPA or the Contractor; (2) terminate direct payment to the affected Contractor; or (3) take both actions, until such time as the lien is resolved.

- 8.5 Payment or reimbursement to the LPA shall be submitted to:

Warren County Engineer's Office
210 West Main Street
Lebanon, Ohio 45036

- 8.6 If, for any reason, the LPA contemplates suspending or terminating the contract of the Contractor, it shall first seek ODOT's written approval. Failure to timely notify ODOT of any contemplated suspension or termination, or failure to obtain written approval from ODOT prior to suspension or termination, may result in ODOT terminating this Agreement and ceasing all State funding commitments.
- 8.7 If ODOT approves any suspension or termination of the Agreement, ODOT reserves the right to amend its funding commitment in section 3.1 and if necessary, unilaterally modify any other term of this Agreement. Upon request, the LPA agrees to assign all rights, title, and interests in its contract with the Contractor to ODOT to allow ODOT to direct additional or corrective work, recover damages due to errors or omissions, and to exercise all other contractual rights and remedies afforded by law or equity.
- 8.8 Any right, claim, interest, and/or right of action (collectively "Claim") of the LPA, whether contingent or vested, arising out of or related to any contract entered into by the LPA for the work to be performed by the Contractor on this PROJECT, may be subrogated to ODOT, and ODOT shall have all of the LPA's rights in and to the Claim and against any other person(s) or entity(les) against which such subrogation rights may be enforced. The LPA shall immediately notify ODOT in writing of any Claim. The LPA further authorizes ODOT to sue, compromise, or settle any such Claim. It is the intent of the parties that ODOT be fully substituted for the LPA and subrogated to all of the LPA's rights to recover under such Claim(s). The LPA agrees to cooperate with reasonable requests from ODOT for assistance in pursuing any action on the subrogated Claim including requests for information and/or documents and/or to testify.
- 8.9 After completion of the PROJECT and in accordance with applicable provisions of the ORC, the LPA shall maintain the PROJECT to design standards and provide adequate maintenance activities for the PROJECT, unless otherwise agreed to by ODOT. The PROJECT must remain under the ownership and authority of the LPA for 20 years, unless otherwise agreed to by ODOT. If the PROJECT is not being adequately maintained, ODOT shall notify the LPA of any deficiencies and if the maintenance deficiencies are not corrected within a reasonable amount of time, ODOT may determine that the LPA is no longer eligible for future participation in any State-funded programs.

9. CERTIFICATION AND RECAPTURE OF FUNDS

- 9.1 This Agreement is subject to the determination by ODOT that sufficient funds have been appropriated by the Ohio General Assembly to the State for the purpose of this Agreement and to the certification of funds by the Office of Budget and Management, as required by ORC 126.07. If ODOT determines that sufficient funds have not been appropriated for the purpose of this Agreement or if the Office of Budget and Management fails to certify the availability of funds, this Agreement or any renewal thereof will terminate on the date funding expires.

- 9.2 If for any reason the PROJECT is found to not be in compliance with all applicable local, State, or Federal rules and processes, the LPA shall repay to ODOT an amount equal to the total funds ODOT disbursed on behalf of the PROJECT.

10. THIRD PARTIES AND RESPONSIBILITIES FOR CLAIMS

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

11. NOTICE

- 11.1 Notice under this Agreement shall be directed as follows:

If to the LPA:

If to ODOT:

Kurt E. Weber, P.E., P.S.	Douglas Gruver, P.E. District Deputy Director
Warren County Engineer	Department of Transportation, District 8
210 West Main Street	505 South SR 741
Lebanon, Ohio 45036	Lebanon, Ohio 45036
KWber@warrencountyohio.gov	Doug.gruver@dot.ohio.gov

12. NONDISCRIMINATION

- 12.1 In carrying out this Agreement, the LPA shall not discriminate against any employee or applicant for employment because of race, religion, color, sex (including pregnancy, gender identification and sexual orientation), national origin, ancestry, age, military status, genetic information, or disability as that term is defined in the ADA. The LPA shall ensure that applicants are hired, and that employees are treated during employment, without regard to their race, religion, color, sex (including pregnancy, gender identification and sexual orientation), national origin, ancestry, age, disability, military status, or genetic information. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship.
- 12.2 The LPA agrees to post in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause, and in all solicitations or advertisements for employees placed by it, state that all qualified applicants shall receive consideration for employment without regard to race, religion, color, sex (including pregnancy, gender identification and sexual orientation), national origin, ancestry, age, or disability. The LPA shall incorporate this nondiscrimination requirement within all of its contracts for any of the work on the PROJECT (other than subcontracts for standard commercial supplies

or raw materials) and shall require all of its contractors to incorporate such requirements in all subcontracts for any part of such PROJECT work.

- 12.3 The LPA shall ensure that all prime contracts it enters into for the performance of the PROJECT contain the following specific language:

PROMPT PAYMENT AND PAYMENT REPORTING

The Contractor shall ensure prompt payment to subcontractors and material suppliers per ORC 4113.61. Furthermore, the Contractor must record each individual progress payment as well as each final payment to all subcontractors, service providers, and materials and supplies vendors in such payment reporting system that ODOT shall indicate and in compliance with such timeframe that ODOT shall indicate.

- 12.4 The LPA shall ensure that Encouraging Diversity, Growth and Equity ("EDGE") business enterprises, as defined in OAC 123:2-14, have an equal opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with State funds provided in conjunction with this Agreement. An EDGE business enterprise is a sole proprietorship, association, partnership, corporation, limited liability corporation, or joint venture certified in the EDGE Program by the Ohio Department of Administrative Services (DAS) (EDGE business enterprises are listed at <https://eodreporting.oit.ohio.gov/edge-certification>). ODOT shall specify each PROJECT's EDGE goal. If the PROJECT has an EDGE goal above zero, the LPA shall ensure that all prime contracts it enters into for the performance of the PROJECT contain the following specific language:

A. EDGE REQUIREMENTS

An EDGE goal (subcontracts, materials, services) has been set on this PROJECT. The contractor shall make a good faith effort to comply with the EDGE goal by subcontracting with and/or purchasing from those EDGE business enterprises certified by the DAS pursuant to OAC 123:2-14. If the contractor is itself an EDGE business enterprise, it may count its own contract in its efforts to comply with the EDGE goal.

B. EDGE GOAL COMPLIANCE

After the allotted timeframe for reporting payments closes, ODOT shall divide the total reported payments made to EDGE business enterprises by the PROJECT's final contract amount to determine the PROJECT's EDGE attainment. If the EDGE attainment meets or exceeds the PROJECT's EDGE goal, ODOT will consider the contractor as being in compliance with the PROJECT's EDGE goal. If the EDGE attainment is short of the PROJECT's EDGE goal, ODOT will consider the contractor as being in noncompliance with the PROJECT's EDGE goal.

B. GOOD FAITH EFFORTS (GFEs)

If the contractor is unable to comply with the EDGE goal established for the PROJECT and having made a good faith effort (GFE) to comply with the established EDGE goal, the Contractor may apply in writing, on a form prescribed by ODOT, to ODOT for a full or partial waiver of the established contract EDGE goal. The form shall be submitted to ODOT in the manner outlined on ODOT's website EDGE Waiver Request (Good Faith Efforts). ODOT may modify the established EDGE goal for a contract after determining that the Contractor made the level of GFEs deemed necessary by ODOT to comply with the established contract EDGE goal and to justify the granting of a waiver. For

purposes of such determination, ODOT shall consider whether the contractor has documented all of the following:

- The Contractor utilized reasonable and available means to solicit EDGE-certified business(es) that have the capability to perform the work of the contract. To demonstrate reasonable solicitation, the contractor shall provide evidence of such solicitations, including, but not limited to, the following: fax confirmations, website notifications, bid notices, email contact lists, and invitations to bid notices;
- The Contractor identified portions of the contracted work that would provide the most opportunity for participation by EDGE-certified business(es). To demonstrate identified portions of the contracted work were selected to increase the likelihood of EDGE participation, the Contractor shall provide documentation outlining the rationale used to determine which portions of the contract were bid to EDGE-certified business(es) and why other portions were not selected for bidding by EDGE-certified business(es);
- The Contractor provided all appropriate EDGE-certified business(es) with adequate information about the plans, specifications, and requirements of the contract. The information about the plans, specifications, and requirements of the contract were provided in sufficient time for EDGE-certified business(es) to review and provide a bid for the contract. "Sufficient time" means at least 21 days prior to the required bid submission date provided by the Contractor;
- The Contractor negotiated in good faith with interested EDGE-certified business(es). To demonstrate good faith negotiations, the Contractor shall provide evidence of such negotiations, including, but not limited to, the following: subcontractor names, addresses, dates of meetings, and telephone numbers of the EDGE-certified business(es) considered. The Contractor shall submit bid requests and/or bid submittals of all EDGE-certified business(es) bidders and any correspondence related to the negotiations. A contractor using good business judgment will consider a number of factors when negotiating with EDGE-certified business(es) and will take into account the bid and capabilities of EDGE-certified business(es) as well as contract goal requirements. However, the fact that there may be some additional costs involved in finding and using an EDGE-certified business(es) are not in itself sufficient reason for a contractor's failure to meet the established EDGE goal. In addition, the ability or desire of a contractor to perform the work with its own organization does not relieve the Contractor of its responsibility to locate EDGE-certified business(es) and conduct GFEs;
- The Contractor properly rejected interested EDGE-certified business(es) as being unqualified for the work of the contract. A contractor's rejection of an EDGE-certified business(es) based on standing within an appropriate industry, membership, or affiliation in a business social, or political group is not a basis for a proper rejection. To demonstrate EDGE-certified business(es) were properly rejected, the Contractor shall provide a copy of each rejection letter sent to EDGE-certified business(es) with the reason(s) for rejection, the EDGE-certified business's name, address, date, and proof of mailing;
- The Contractor used the services of one or more organizations that provide business assistance in the identification and recruitment of EDGE-certified business(es). To demonstrate utilization of one or more

organizations providing business assistance, the Contractor shall provide the name(s), phone number(s), date(s), and method of contact relating to the business assistance organization; and

- The Contractor used the directory listing of EDGE-certified business(es) at <https://eodreporting.oit.ohio.gov/edge-certification> or, if this link stops functioning, at such new link provided by the State of Ohio. To demonstrate such a directory listing was used, the Contractor shall provide the list, method of contact, and names associated with each EDGE-certified business(es) included on the list.

ODOT will review the Contractor's waiver request and issue a written determination on whether the Contractor made the level of GFEs deemed necessary by ODOT to comply with the established contract EDGE goal and to justify the granting of a waiver.

The Contractor may request administrative reconsideration within 14 days of being informed that it did not make the level of GFEs deemed necessary by ODOT to comply with the established contract EDGE goal and to justify the granting of a waiver. The Contractor must make this request in writing to Paul Russell, Chief Legal Counsel, Paul.Russell@dot.ohio.gov, and Carrie Glaeden, Deputy Chief Legal Counsel, Carrie.Glaeden@dot.ohio.gov. This request may also be submitted in writing at the following address:

Ohio Department of Transportation
Attn: Office of Chief Legal Counsel, Mail Stop 1500
1980 West Broad St.
Columbus, Ohio 43223

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

As part of this reconsideration, the Contractor will have the opportunity to provide written documentation or an argument concerning the issue of whether it made adequate GFEs. ODOT will send the Contractor a written decision on reconsideration explaining the basis for finding that the Contractor did or did not comply with the goal or make adequate good faith efforts.

ODOT may issue the following sanctions if the Contractor fails to comply with EDGE-related contract requirements and/or fails to make the level of GFEs deemed necessary by ODOT to comply with the established contract EDGE goal:

- | | |
|-----------|---|
| 1st tier: | letter of reprimand; |
| 2nd tier: | damages equivalent to the EDGE contract goal shortfall; |
| 3rd tier: | If a pattern of paying damages persists or the Contractor has falsified, misrepresented or withheld information, ODOT can pursue other remedies available by law including suspension, revocation, and/or debarment |

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

- the magnitude and the type of offense;
- the degree of the Contractor's culpability;
- any steps taken to rectify the situation; and
- the Contractor's record of performance on other projects including, but not limited to:
 - EDGE contract goal attainment and GFEs;
 - DBE contract goal attainment and GFEs;

- o number of complaints ODOT has received from DBE/EDGE certified firms regarding the Contractor; and,
- o the number of times the Contractor has been previously sanctioned by ODOT.

13. DATA, PATENTS AND COPYRIGHTS - PUBLIC USE

13.1 The LPA shall ensure that any designs, specifications, processes, devices or other intellectual properties specifically devised for the PROJECT by its consultants or contractors performing work become the property of the LPA, and that when requested, such designs, specifications, processes, devices or other intellectual properties shall become available to ODOT with an unrestricted right to reproduce, distribute, modify, maintain, and use. The LPA's consultants and contractors shall not seek or obtain copyrights, patents, or other forms of proprietary protection for such designs, specifications, processes, devices or other intellectual properties, and in providing them to the PROJECT shall relinquish any such protections should they exist.

13.2 The LPA shall not allow its consultants or contractors to utilize within the development of the PROJECT any copyrighted, patented or similarly protected design, specification, process, device or other intellectual property unless the consultant or contractor has provided for such use by suitable legal agreement with the owner of such copyright, patent or similar protection. A consultant or contractor making use of such protected items for the PROJECT shall indemnify and save harmless the LPA and any affected third party from any and all claims of infringement on such protections, including any costs, expenses, and damages which it may be obliged to pay by reason of infringement, at any time during the prosecution or after the completion of work on the PROJECT.

13.3 In the case of patented pavements or wearing courses where royalties, licensing and proprietary service charges, exacted or to be exacted by the patentees, are published and certified agreements are filed with the LPA, guaranteeing to prospective bidders free unrestricted use of all such proprietary rights and trademarked goods upon payment of such published charges, such patented pavements or wearing courses may be specifically designated in the proposal and competition secured upon the item exclusive of the patent or proprietary charges.

14. TERMINATION; DEFAULT AND BREACH OF CONTRACT

14.1 Neglect or failure of the LPA to comply with any of the terms, conditions, or provisions of this Agreement, including misrepresentation of fact, may be an event of default, unless such failure or neglect are the result of natural disasters, strikes, lockouts, acts of public enemies, insurrections, riots, epidemics, civil disturbances, explosions, orders of any kind of governments of the United States or State of Ohio or any of their departments or political subdivisions, or any other cause not reasonably within the LPA's control. If a default has occurred, ODOT may terminate this agreement with 30 days written notice, except that if ODOT determines that the default can be remedied, then ODOT and the LPA shall proceed in accordance with sections 12.2 through 12.4 of this Agreement.

14.2 If notified by ODOT in writing that it is in violation of any of the terms, conditions, or provisions of this Agreement, and a default has occurred, the LPA shall have 30 days from the date of such notification to remedy the default or, if the remedy will take in excess of 30 days to complete, the LPA shall have 30 days to satisfactorily commence a remedy of the causes preventing its compliance and curing the default situation. Expiration of the 30 days and failure by the LPA to remedy, or to satisfactorily commence the remedy of, the default whether payment of funds has been fully or partially made, shall result in ODOT, at its discretion, declining to make any further payments to the LPA, or in the termination of this Agreement by ODOT. If this Agreement

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

- 14.3 The LPA, upon receiving a notice of termination from ODOT for default, shall cease work on the terminated activities covered under this Agreement. If so requested by ODOT, the LPA shall assign to ODOT all its rights, title, and interest to any contracts it has with any consultants or contractors. Otherwise, the LPA shall terminate all contracts and other agreements it has entered into relating to such covered activities, take all necessary and appropriate steps to limit disbursements and minimize any remaining costs. At the request of ODOT, the LPA may be required to furnish a report describing the status of PROJECT activities as of the date of its receipt of notice of termination, including results accomplished and other matters as ODOT may require.
- 14.4 No remedy herein conferred upon or reserved by ODOT is intended to be exclusive of any other available remedy, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right or option accruing to ODOT upon any default by the LPA shall impair any such right or option or shall be construed to be a waiver thereof, but any such right or option may be exercised from time to time and as often as may be deemed expedient by ODOT.

15. GENERAL PROVISIONS

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

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

☐

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

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

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



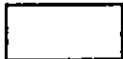
2. Direct labor plus indirect costs calculated using the Federal 10% De Minimis Indirect Cost Rate.²

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



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

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



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

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

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

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- 2 [Also be sure to read footnote # 1] The De Minimis Indirect Cost Rate is 10 % of modified total direct costs (MTDC) per 2 CFR 200.414. The definition of MTDC is provided in the regulation at 2 CFR 200.68. Any questions regarding the calculation of MTDC for a specific project should be directed to the Office of Local Programs. Further, regardless of whether the LPA subrecipient negotiates overhead rates with ODOT or uses the 10 % de minimis rate, LPAs are required to maintain Federally-compliant time-tracking systems. Accordingly, LPAs are permitted to bill for labor costs, and then potentially associated fringe/indirect costs, only if the labor costs are accumulated, tracked, and allocated in accordance with compliant systems. Before an LPA is eligible to invoice ODOT for and recover the 10% de minimis indirect cost rate on any project, the LPA's time-tracking system and methods for tracking other project costs must be reviewed and approved by the ODOT Office of External Audits. A non-Federal entity that elects to charge the de minimis rate must meet the requirements in 2 CFR 200 Appendix VII Section D, Part 1, paragraph b.
 - 3 [Also be sure to read footnotes # 1 and 2] The Fringe Benefits Rate billed to this PROJECT must be determined in accordance with the Rate Agreement periodically negotiated with and approved by the ODOT Office of External Audits. The fiscal period when the LPA's direct labor costs are paid will be matched with the ODOT approved rate for that fiscal year to determine which rate is applicable. Accordingly, the Fringe Benefits Rate applicable to different fiscal years throughout the period of performance of the PROJECT may fluctuate to match changes to the ODOT approved rate.
 - 4 [Also be sure to read footnote # 1] The fringe benefits and indirect cost rates billed to this PROJECT must be determined in accordance with the Rate Agreement periodically negotiated with and approved by the Office of External Audits. The fiscal period when the LPA's direct labor costs are paid will be matched with the ODOT approved rates for that fiscal year to determine which rates are applicable. Accordingly, the rates applicable to different fiscal years throughout the period of performance of the PROJECT may fluctuate to match changes to the ODOT approved rates.

fringe and/or Indirect costs, the LPA shall maintain compliance with Appendix VII of 2 CFR Part 200 and the LATP Manual of Procedures.

- 15.2 If the LPA decides to change its indirect cost recovery option, the change shall not become effective until this Agreement is amended pursuant to section 8.10 below to reflect the indirect cost recovery option utilized by the LPA on the PROJECT.
- 15.3 The LPA shall comply with all applicable Federal and State laws, regulations, and applicable executive orders applicable to the PROJECT including all non-discrimination laws, regulation and executive orders. This obligation is in addition to compliance with any law, regulation, or executive order specifically referenced in this Agreement.
- 15.4 *Record Retention:* The LPA when requested at reasonable times and in a reasonable manner, shall make available to the agents, officers, and auditors of ODOT and the United States government, its books, documents, and records relating to the LPA's obligations under this Agreement. All such books, documents, and records shall be kept for a period of at least three (3) years after the completion of the PROJECT. In the event that an audit-related dispute should arise during this retention period, any such books, documents, and records that are related to the disputed matter shall be preserved for the term of that dispute. Nothing contained in this Agreement shall in any way modify the LPA's legal duties and obligations to maintain and/or retain its records under Ohio public records laws.
- 15.5 *Ohio Ethics and Conflict of Interest Laws:* LPA agrees that they are currently in compliance and will continue to adhere to the requirements of Ohio Ethics and Conflict of Interest laws as provided by ORC 102.03, 102.04, 2921.42 and 2921.43.
- 15.6 *State Property Drug-Free Workplace Compliance:* In accordance with applicable State and Federal laws, rules, and policies, the LPA shall make a good faith effort to ensure that its employees and its contractors will not purchase, transfer, use, or possess alcohol or a controlled substance while working on State property.
- 15.7 *Boycotting:* Pursuant to R.C. 9.76(B), LPA warrants that LPA and any contractor(s) or sub-contractor(s) are not boycotting any jurisdiction with whom the State of Ohio can enjoy open trade, including Israel, and will not do so during the term of this Agreement.
- 15.8 *Debarment:* LPA represents and warrants that none of its vendors or contractors are debarred from consideration for contract awards by the Director of the Department of Administrative Services, pursuant to either ORC 125.25 or 153.02. 15.9 *Governing Law:* This Agreement and any claims arising out of this Agreement shall be governed by the laws of the State of Ohio. Any provision of this Agreement prohibited by the laws of Ohio shall be deemed void and of no effect. Any litigation arising out of or relating in any way to this Agreement, or the performance thereunder shall be brought only in the courts of Ohio, and the LPA hereby irrevocably consents to such jurisdiction. To the extent that ODOT is a party to any litigation arising out of or relating in any way to this Agreement or the performance thereunder, such an action shall be brought only in a court of competent jurisdiction in Franklin County, Ohio.
- 15.10 *Assignment:* Neither this Agreement nor any rights, duties, or obligations described herein shall be assigned by either party hereto without the prior express written consent of the other party.
- 15.11 *Merger and Modification:* This Agreement and its attachments constitute the entire Agreement between the parties. All prior discussions and understandings between the parties are superseded by this Agreement. Unless otherwise noted herein, this Agreement shall not be altered, modified, or amended except by a written agreement signed by both parties hereto.

- 15.12 **Severability:** If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, such holding shall not affect the validity or the ability to enforce the remainder of this Agreement. All provisions of this Agreement shall be deemed severable.
- 15.13 **Term of Agreement:** This Agreement shall be in effect from the last day executed by the parties through the date which is three (3) years after the Project Completion Date. LPA acknowledges that the Term extends beyond the Project Completion Date for purposes of reporting by the LPA and monitoring by Grantor of the results of the award of Grant Funds.
- 15.14 **Signatures:** Any person executing this Agreement in a representative capacity hereby represents that he/she has been duly authorized by his/her principal to execute this Agreement on such principal's behalf.
- 15.15 **Facsimile Signatures:** Any party hereto may deliver a copy of its counterpart signature page to this Agreement via fax or e-mail. Each party hereto shall be entitled to rely upon a facsimile signature on any other party delivered in such a manner as if such signature were an original.

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

LPA: Warren County Engineer's Office	STATE OF OHIO OHIO DEPARTMENT OF TRANSPORTATION
By:	By:
Title: Kurt E. Weber, P.E., P.S. Warren County Engineer	Pamela Boratyn Director
Date:	Date:

APPROVED AS TO FORM



**Adam M. Nice
Asst. Prosecuting Attorney**

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

Resolution

Number 25-0449

Adopted Date April 08, 2025

**ENTERING INTO A YOUTH WORKSITE AGREEMENT ON BEHALF OF
OHIO MEANS JOBS WARREN COUNTY**

BE IT RESOLVED, to enter into Youth Worksite Agreement with the following company, as attached hereto and made part hereof:

Dark Horse Inclusion
1000 Cook Road
Lebanon, Ohio 45036

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

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

Resolution adopted this 8th day of April 2025.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

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

**OhioMeansJobs Warren County
TANF Youth Employment Program
Worksite Agreement**

This agreement is entered into by and between on this 25 day of March, 2025, between the Warren County Board of Commissioners on behalf of the OhioMeansJobs Warren County, 300 East Silver St, Lebanon, Ohio 45036, hereinafter referred to as OMJWC, **Dark Horse Inclusion, 1000 Cook Road, Lebanon, Ohio 45036**, hereinafter referred to as Worksite, for the employment of youth as authorized by the TANF Summer Youth Employment Program from date of action by the Board of Commissioners through June 30, 2026.

WITNESSETH:

WHEREAS, OMJWC operates a TANF Work Experience Program which may provide temporary entry level employment experiences to eligible Warren County youth from age 14 through age 24 years; and

WHEREAS, eligible worksites are needed for TANF Work Experience Program participants; and

WHEREAS, the Worksite desires to participate in the TANF Work Experience Program by providing employment opportunities for youth at the above named worksite location.

NOW THEREFORE, in consideration of the promises and mutual covenants herein set forth, it is agreed by and between the parties hereto as follows:

- A. OMJWC in conjunction with Southwest Ohio Council of Governments will provide youth recruitment, intake and job placement; payroll preparation and distribution; youth counseling; worksite visitation/evaluation; and other TANF Work Experience Program services for youth and technical assistance to the Worksite and youth, as required.
- B. OMJWC is mandated by law to serve only low income youth with identified barriers, as defined by the TANF Summer Youth Employment Program and Ohio's Comprehensive Case Management and Employment Program(CCMEP). The Worksite, in operating programs funded under the TANF Work Experience Program, assures that it will administer its program in full compliance with safeguards against fraud and abuse as set forth in the program regulations; that no portion of its TANF Work Experience Program will in any way discriminate against, deny services to or exclude from participation any person on the grounds of race, color, national origin, religion, age, sex, handicap or political affiliation or belief; and that it will target employment and training services to those most in need of them and best able to benefit from them.

- C. Timesheets, signed by the participant and the worksite supervisor, will be on file in the OMJWC office. The following information will be available in the TANF Work Experience Program records and/or the participant's file: name and age of participant, application, employment questionnaire, job location, job title and job description. Worksite information will be included in Attachment A of the Worksite Agreement. Additional participants may be added throughout the duration of the Worksite Agreement.
- D. Youth may be required to attend TANF Summer Youth required training sessions and seminars. These will be scheduled in advance in collaboration with the Worksite Supervisor and the TANF Work Experience Program Supervisor and Coordinator. In the event that a session takes place during the youth's regularly scheduled work time, the total time spent in paid training cannot exceed the number of hours permitted for that particular day as specified in this agreement.
- E. OMJWC or its authorized representative, the Secretary of Labor or his/her authorized representative(s) and the Governor of the State of Ohio or his/her authorized representative(s) may at all times have the right to access, and inspect when necessary and without prior notice, the place of work under this agreement and any records pertinent to this agreement, to assure the progress and quality of training or to determine compliance with the agreement's terms.
- F. The Worksite agrees that the services of the TANF Work Experience Program participants will not displace regular employees, but will be used to augment the regular workforce or for special programs designed for youth. Further, any Worksite that has laid-off an employee within a requested job classification will not have its request filled until twelve months from the date that the lay-off occurred.
- G. The Worksite agrees that youth will not be involved in programs or activities which are in violation of Federal or State regulations, as amended, governing religious/sectarian or political activities.
- H. The Worksite shall save and hold harmless OMJWC, OhioMeansJobs of Warren County, the Board of Warren County Commissioners and their employees from liability of any nature arising from the participation in TANF Summer Youth funded programs, including, but not limited to: cost and expenses for or on account of any suits or damages of any character whatsoever resulting from injuries or damages sustained by persons or property resulting in whole or in part from negligent performance or omission of an employee, agent or representative of the Worksite, as well as the youth and other individuals working for the Worksite agency pursuant to this agreement.
- I. The Worksite agrees to provide, at their expense, adequate and qualified adult supervision. The Worksite must be responsible for assuring the Worksite Supervisors comply with the requests of the TANF Work Experience Program Coordinator regarding issues related to TANF Work Experience Program participants and in particular, maintain accurate youth timesheets. The Worksite

Supervisor will be held responsible for keeping accurate records of hours worked by each youth.

The Worksite agrees to maintain open communication with monitoring staff assigned to the site and to reply to requests for information in a timely manner.

Wages requested must be for hours worked (or spent in OMJWC approved training/counseling sessions scheduled during regular work hours only). Time sheets must be signed by each youth and his/her supervisor before payroll checks can be issued. Records pertinent to this agreement shall be retained by the worksite for the duration of the program and thereafter delivered to OMJWC within seven days to be properly stored.

- J. The Worksite assures that no person under its employment who presently exercises any functions or responsibilities in connection with OMJWC or TANF Summer Youth funded projects or programs, has or had any financial interest, direct or indirect; in this agreement, nor will the Worksite hire any person having such financial interest.
- K. The Worksite assures that it will fully comply with the requirements of the OMJWC, all Federal regulations.
- L. The Worksite agrees to abide by all Federal, State and local labor laws; State of Ohio and Federal Child Labor Law restrictions (Attachment B); Civil Rights Provisions which include, but are not limited to, Title VI and VII of the 1964 Civil Rights Act; Ohio Revised Code 4112; Age Discrimination Enforcement Act; Rehabilitation Act of 1973; as well as any and all amendments thereto.
- M. The Worksite agrees and understands that participation in TANF Work Experience Programs requires no compensation of any kind to either party, and that there will be no compensation of any kind made to the Worksite.
- N. The Worksite shall comply with all Federal and State Occupational Safety and Health Regulations (OSHA) dealing with safety of workers on the worksite. The Worksite shall save and hold harmless OMJWC, OhioMeansJobs of Warren County, The Board of Warren County Commissioners, the Area 12 Council of Governments, Area 12 Workforce Investment Board and their employees, from any and all liability that may arise as a result of an OSHA violation.
- O. Any changes in supervision, Worksite location, work duties or schedule for youth assigned to the Worksite, or any other changes in this Agreement, will be made only with prior written notification to and written approval from the OMJWC TANF Work Experience Program Coordinator. Failure to follow this procedure may result in immediate termination of the Worksite Agreement at the sole discretion of OMJWC.
- P. The Worksite and the OMJWC understand and agree that signing of this agreement does not guarantee the placement of youth at the Worksite(s).

OMJWC will notify the Worksite if there will be a reduced number or no placement of youth due to the unavailability of youth within fifteen (15) days after the beginning of the program.

Q. This agreement may be terminated without cause ten days following the receipt of written notice of termination given by either party. This agreement may be immediately terminated without legal or financial liability of OMJWC for the causes listed below:

1. If supervision provided is deemed inadequate;
2. If there is insufficient work for the youth;
3. If there is a lack of funds or if funding becomes unavailable to the OMJWC;
4. If the Worksite refuses to accept any additional conditions that may be imposed upon the Worksite by the Department of Labor, the State of Ohio Department of Job and Family Services or the OMJWC or if the Worksite, in the sole opinion of the OMJWC, fails to comply with any provisions of this agreement or any provision of the TANF Work Experience Program or any memorandum, policy, bulletin, etc. of the Ohio Department of Job and Family Services or the OMJWC.

R. INSURANCE

Vendor (worksite) shall provide liability insurance coverage as follows:

Vendor (worksite) shall carry Comprehensive General Liability coverage or Professional Liability coverage with limits of \$1,000,000 Per Occurrence, \$2,000,000 / Aggregate, with no interruption of coverage during the entire term of this Agreement. *[if applicable]* Vendor (worksite) shall also carry automobile liability coverage with limits of \$1,000,000 Per Occurrence / Aggregate.

Vendor(worksite)further agrees that if any Comprehensive General Liability or Professional Liability coverage is on a "claims made" basis, the policy provide that in the event this Agreement is terminated, Vendor (worksite) 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.

By endorsement to the Comprehensive General Liability or Professional Liability coverage, Warren County shall be named as an additional insured with the same primary coverage as the principal insured – no policy of Comprehensive General Liability or Professional Liability coverage that provides only excess coverage for an additional insured is permitted.

Vendor (worksite) shall provide Warren County with a certificate of insurance evidencing such coverage and conditions set forth herein, and shall provide thirty (30) days notice of cancellation or non-renewal to Warren County. Such certificates shall provide that the insurer notify Vendee in writing should any of the above described policies be canceled before the expiration date thereof, to be mailed by

IN WITNESS WHEREOF, the parties have executed this Agreement on this 8
day of April, 2025.

WARREN COUNTY BOARD OF COMMISSIONERS:

* [Signature]
David G. Young, President

Tom Grossmann

WORKSITE:

Dark Horse Inclosure
Worksite Name

[Signature]
Signature/Worksite Administrator

3-25-25
Date

Founder / CEO
Title of Worksite Administrator

If applicable, an Organized Labor Representative should review this agreement and stipulate by his/her signature below that he/she has read, understands, and voluntarily concurs with the execution of the Worksite Agreement.

[Signature]
Signature of Authorized Organized Labor Representative

3-25-25
Date

WARREN COUNTY JFS, DIVISION OF HUMAN SERVICES

[Signature]
Josh Hisle, Deputy Director

3.31.25
Date

APPROVED AS TO FORM:

[Signature]
Adam Nice, Assistant Prosecuting Attorney

the insurer to the Vendee not less than 30 days prior to said cancellation date. Vendor (worksite) shall also deliver to Lessor, at least 15 days prior to the expiration date of each policy or policies (or of any renewal policy or policies), certificates for the renewal policies of the insurance coverage required herein.

S. This agreement may be modified upon mutual consent of both parties.

T. GROUNDS FOR DISCIPLINARY ACTION AND PENALTIES. Upon enrollment, each youth will be given work rules and the disciplinary policies (Attachment C) which is included in the Youth's Participant Manual. If the Worksite has any additional rules which shall apply to the youth's conduct, these shall be indicated in the space provided below. The Worksite may add rules or reinforce rules, but no rules may be deleted from Attachment C. It is agreed that the rules indicated in Attachment C will be in effect at the Worksite.

Rule:	Group:

U. CERTIFICATIONS: The undersigned individuals have read and fully comprehend all statements in this Worksite Agreement and signify by their signatures a voluntary intent to be fully bound by the provisions of this agreement as well as any and all attachments which are explicitly merged and incorporated into the agreement. In addition, the organized labor representative, if applicable, reviewing this agreement expressly stipulated by his/her below affixed signature that he/she has read, understands and voluntarily concurs with the Worksite Agreement. A copy of the completed Worksite Agreement will be returned to the Worksite Administrator after being reviewed and signed by the OMJWC representative. The Worksite is to retain its copy of the Worksite agreement in its files for the duration of the program year.

Attachment A

Warren Co. TANF Summer Youth Employment Program
Request Form

I. Agency Information:

Agency Name: Dark Horse Inclusion
 Address: 1000 COOK RD, Lebanon OH 45036
 Phone: 513-254-0819 E-mail: darkhorseinclusion@gmail.com
 Agency Administrator: Lindsay Horlander
 Contact Person: Lindsay Horlander
 FEIN#: 93-4525172

- II. Program Information: Work for the youth will begin at the worksite on or about 3/25/25 and continue until on or about —. Be sure that you have enough work for the number of youth you request. Youth will work a maximum of 40 hours per week, normally 8 hours per day. Any request for change in hours, job duties or supervisor must be made in written or verbal form to the One-Stop in advance of the change.

All youth must be supervised. Please review the job description included in the worksite packet, which briefly outlines responsibilities of a Worksite Supervisor. All supervisors must be adequately oriented before a youth may begin work.

Please provide all of the information requested below for each worksite.

Worksite	Name and Phone # of Supervisor	Number of youth requested	Preferred Age of Youth	Schedule of Hours	Interview Requested?
Dark Horse Inclusion 1000 COOK RD. Lebanon, OH 45036	Lindsay Horlander 513-254-0819	1	14-16 14-16	From: To: Varies	<input checked="" type="radio"/> Yes <input type="radio"/> No
				From: To:	Yes No
				From: To:	Yes No
				From: To:	Yes No

III. Job Description(s): Each worksite, even if located in the same building (i.e. clerical and custodial) should be listed as a separate worksite.

Worksite #1 Caring for horses: Feeding, cleaning stalls,
watering, making feed, stacking hay, grooming, assisting
Worksite #2 in lessons.

Worksite #3 _____

Worksite #4 _____

Worksite #5 _____

IV. Additional Information:

Is your agency planning to have youth use power-driven machinery and/or perform any "hazardous occupational orders"? (Please refer to Child Labor Laws)

____ Yes ☒ No If yes, please describe the type of power-driven machinery to be used and/or "Hazardous" work tasks.

Training and safety instructions must be provided by worksite personnel if skilled or special equipment is required to perform the tasks described in this agreement. Youth work activities are governed by the applicable State and Federal Child Labor Laws.

If weather or other factors do not permit the regularly scheduled work to be done, please describe the contingency plan of work duties for youth employees.

Additional rules or policies to be followed at the worksite during work time are listed in the Worksite Agreement. These rules will be in addition to the disciplinary rules provided in Attachment C of the Worksite Agreement.

The undersigned individuals signify by their signatures that they have read and fully comprehend all statements in this TANF Work Experience Program request Form and that they understand and agree that this is a request form only and that it does not guarantee the placement of TANF Summer Youth at the worksite (s) requested.

Josh Hisle Boarder/CEO
Signature of Worksite Administrator/Title

3/25/25
Date

Josh Hisle
Josh Hisle, Deputy Director, OMJWC

3.31.25
Date

Attachment B

Minor Labor Laws

In accordance with State of Ohio Child Labor Laws, 14 and 15 years olds MAY NOT:

1. Operate electric or gas lawn mowers
2. Operate string or blade trimmers, weed eaters or weed whips.

In accordance with the State of Ohio Child Labor Laws, minors under the age of 16 MAY NOT be involved in the following tasks:

1. Operating a tractor of over 20 PTO (Power take Off) horsepower or connecting or disconnecting an implement of any of its parts to or from such a tractor.
2. Operate a power post hole digger, post driver, or non-walking type rotary tiller or power mover;
3. Operate or assist in the operation of (including starting, stopping, adjusting, feeding or any activity involving physical contact with the operation of)
4. Work from a ladder or scaffold
5. Drive a bus, truck or automobile when transporting passengers.
6. Handle or apply agricultural chemicals classified under the Federal Fungicide and Rodenticide Act (7 U.S.C. 135 et. Seq.) as Category I toxicity, identified by the "skull and crossbones" on the label or Category II of toxicity, identified by the word "WARNING" on the label.
7. Work in connection with cars, trucks or busses involving the use of pits, racks, lifting apparatus or involving inflation of any tire mounted on a rim equipped with a removable retaining ring.

In accordance with the State of Ohio Child Labor Laws, minors under the age of 18 MAY NOT be involved in the following tasks:

1. Operating or helping to operate the following power driven tools:
 - a. Circular saws
 - b. Band saws
 - c. Guillotine shears.
2. Setting up, adjusting, repairing, oiling or cleaning circular saws, band saws or guillotine shears.
3. Excavating, working in or backfilling (refilling) trenches except:
 - a. Manually excavating or manually backfilling trenches that do not exceed (4) feet in depth at any point.
4. Using fertilizers, fungicides, insecticides, rodenticides or herbicides.

When there is disagreement between State and Federal Child Labor Laws, the most restrictive standard is to be used. Attached is a summary of the comparison of the State and Federal requirements.

Attachment C

GROUPS FOR DISCIPLINARY ACTIONS AND PENALTIES

GROUP I OFFENSES

FIRST OFFENSE- Written reprimand

SECOND OFFENSE- Written reprimand, counseling

THIRD OFFENSE – Three days suspension

FOURTH OFFENSE – Termination

1. Failure to call in about missing work – for any reason.
2. Creating or contributing to unsanitary or unsafe conditions, including risking of personal safety (spitting, hitting, etc.)
3. Failure to use reasonable care of agency property or equipment
4. Bringing a friend to the worksite during work hours
5. Not responding to a reasonable request from a supervisor

GROUP II OFFENSES

FIRST OFFENSE – Written reprimand, counseling

SECOND OFFENSE - Three (3) day suspension WITHOUT PAY

THIRD OFFENSE- Termination

1. Unauthorized use of agency property or equipment
2. Willful disregard of department rules
3. Use of abusive or threatening language toward supervisors, co-workers or other persons
4. Malicious mischief, horseplay, wrestling or other undesirable conduct

GROUP III OFFENSES

FIRST OFFENSE – Mandatory counseling sessions (determined by degree of offense)

SECOND OFFENSE – Termination

1. Being in possession of or drinking alcoholic beverages or controlled substances without a bona-fide prescription while on the job
2. Wanton or willful neglect in performance of assigned duties or in the care, use or custody of county property or equipment.
3. Abuse or deliberate destruction in any manner of county property or employees
4. Signing or altering other employees' time cards or unauthorized altering of own time card
5. Stealing or similar conduct including destroying, damaging or concealment of any property of the county or other employees
6. Fighting or attempting injury to any other persons.

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

Resolution

Number 25-0450

Adopted Date April 08, 2025

ENTERING INTO AGREEMENT WITH AXON ENTERPRISE, INC. ON BEHALF OF THE
WARREN COUNTY SHERIFF'S OFFICE

WHEREAS, Axon Enterprise, Inc will provide additional licenses per Quote #Q658178-45680.743GM.

NOW THEREFORE BE IT RESOLVED, to enter into an agreement with Axon Enterprise, Inc. to approve Quote #Q658178-45680.743GM on behalf of the Warren County Sheriff's Office, as attached hereto and made a part hereof.

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

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

Resolution adopted this 8th day of April 2025.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: c/a—Axon Enterprise, Inc.
Sheriff (file)



Axon Enterprise, Inc.
 17800 N 85th St.
 Scottsdale, Arizona 85255
 United States
 VAT: 86-0741227
 Domestic: (800) 978-2737
 International: +1.800.978.2737

Q-658178-45680.743GM

Issued: 01/23/2025

Quote Expiration:

Estimated Contract Start Date: 03/01/2025

Account Number: 113156

Payment Terms: N30

Delivery Method:

SHIP TO	BILL TO
Warren County Sheriff's Office - OH 822 MEMORIAL DR LEBANON, OH 45036-2355 USA	Warren County Sheriff's Office - OH 822 MEMORIAL DR LEBANON OH 45036-2355 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Geoff Matthews Phone: +1 5132399452 Email: gmatthews@axon.com Fax:	Nicholas Marconi Phone: 5136951225 Email: nick.marconi@wcsooh.org Fax: (513) 695-1882

Quote Summary

Program Length	60 Months
TOTAL COST	\$24,375.00
ESTIMATED TOTAL W/ TAX	\$24,375.00

Discount Summary

Average Savings Per Year	\$6.84
TOTAL SAVINGS	\$34.20

Payment Summary

Date	Subtotal	Tax	Total
Feb 2025	\$4,875.00	\$0.00	\$4,875.00
Feb 2026	\$4,875.00	\$0.00	\$4,875.00
Feb 2027	\$4,875.00	\$0.00	\$4,875.00
Feb 2028	\$4,875.00	\$0.00	\$4,875.00
Feb 2029	\$4,875.00	\$0.00	\$4,875.00
Total	\$24,375.00	\$0.00	\$24,375.00

Quote Unbundled Price:	\$24,409.20
Quote List Price:	\$24,409.20
Quote Subtotal:	\$24,375.00

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
A la Carte Software									
ProLicense	Pro License Bundle	7	60		\$48.82	\$48.75	\$20,475.00	\$0.00	\$20,475.00
BasicLicense	Basic License Bundle	1	60		\$16.27	\$16.25	\$975.00	\$0.00	\$975.00
BasicLicense	Basic License Bundle	3	60		\$16.27	\$16.25	\$2,925.00	\$0.00	\$2,925.00
Total							\$24,375.00	\$0.00	\$24,375.00

Delivery Schedule

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Basic License Bundle	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	3	03/01/2025	02/28/2030
Basic License Bundle	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	1	03/01/2025	02/28/2030
Basic License Bundle	73840	AXON EVIDENCE - ECOM LICENSE - BASIC	3	03/01/2025	02/28/2030
Basic License Bundle	73840	AXON EVIDENCE - ECOM LICENSE - BASIC	1	03/01/2025	02/28/2030
Pro License Bundle	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	21	03/01/2025	02/28/2030
Pro License Bundle	73746	AXON EVIDENCE - ECOM LICENSE - PRO	7	03/01/2025	02/28/2030

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	822 MEMORIAL DR	LEBANON	OH	45036-2355	USA

Payment Details

Feb 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 1 S. Lebanon	BasicLicense	Basic License Bundle	1	\$195.00	\$0.00	\$195.00
Year 1 WCSO	BasicLicense	Basic License Bundle	3	\$585.00	\$0.00	\$585.00
Year 1 WCSO	ProLicense	Pro License Bundle	7	\$4,095.00	\$0.00	\$4,095.00
Total				\$4,875.00	\$0.00	\$4,875.00

Feb 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 2 S. Lebanon	BasicLicense	Basic License Bundle	1	\$195.00	\$0.00	\$195.00
Year 2 WCSO	BasicLicense	Basic License Bundle	3	\$585.00	\$0.00	\$585.00
Year 2 WCSO	ProLicense	Pro License Bundle	7	\$4,095.00	\$0.00	\$4,095.00
Total				\$4,875.00	\$0.00	\$4,875.00

Feb 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 3 S. Lebanon	BasicLicense	Basic License Bundle	1	\$195.00	\$0.00	\$195.00
Year 3 WCSO	BasicLicense	Basic License Bundle	3	\$585.00	\$0.00	\$585.00
Year 3 WCSO	ProLicense	Pro License Bundle	7	\$4,095.00	\$0.00	\$4,095.00
Total				\$4,875.00	\$0.00	\$4,875.00

Feb 2028

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 4 S. Lebanon	BasicLicense	Basic License Bundle	1	\$195.00	\$0.00	\$195.00
Year 4 WCSO	BasicLicense	Basic License Bundle	3	\$585.00	\$0.00	\$585.00
Year 4 WCSO	ProLicense	Pro License Bundle	7	\$4,095.00	\$0.00	\$4,095.00
Total				\$4,875.00	\$0.00	\$4,875.00

Feb 2029

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 5 S. Lebanon	BasicLicense	Basic License Bundle	1	\$195.00	\$0.00	\$195.00
Year 5 WCSO	BasicLicense	Basic License Bundle	3	\$585.00	\$0.00	\$585.00
Year 5 WCSO	ProLicense	Pro License Bundle	7	\$4,095.00	\$0.00	\$4,095.00
Total				\$4,875.00	\$0.00	\$4,875.00

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at <https://www.axon.com/sales-terms-and-conditions>), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:


The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Exceptions to Standard Terms and Conditions

Terms and conditions for this quote are those agreed to on Contract 00094094

*  _____

Signature

4/8/25

Date Signed

1/23/2025

APPROVED AS TO FORM



Adam M. Nice
Asst. Prosecuting Attorney



Resolution

Number 25-0451

Adopted Date April 08, 2025

AUTHORIZING THE PRESIDENT OF THE BOARD TO SIGN THE TASK COMPLETION REPORT FOR CENTRAL SQUARE TECHNOLOGIES (FKA TRITECH SOFTWARE SYSTEMS) ON BEHALF OF WARREN COUNTY TELECOMMUNICATIONS

WHEREAS, Paul Kindell, Director of Telecommunications, has reviewed, verified, and recommended that the Board of County Commissioners sign the Central Square Technologies Task Completion Report 2025-01 Q-17288.

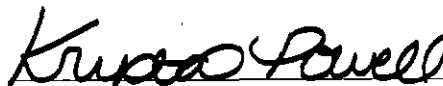
NOW THEREFORE BE IT RESOLVED, to authorize the President of the Board to sign the Central Square Technologies (FKA TriTech Software Systems) Task Completion Report 2025-01 Q-17288; as attached hereto and made a part hereof.

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

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

Resolution adopted this 8th day of April 2025.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: c/a—Central Square Technologies
Telecom (file)



CENTRAL SQUARE

Warren County, OH

Quote Q-17288

Task Completion Report – 2025-01

Reference: Warren County, OH - Unify Q-17288

Effective Date: 3/25/2025

The purpose of this Task Completion Report ("TCR") is to document the mutual acceptance between CentralSquare and the Client of the Items listed in this TCR, in reference to Warren County, OH - Unify Q-17288.

Completion of Project Deliverable:

The following Project Deliverable(s) have been completed:

1. System Validation – 3/12/2025

Notes: (optional)

2. Go Live – 3/25/2025

Notes: (optional)

Acknowledgement:

Upon receipt of this TCR, CentralSquare will provide an invoice for the following Deliverables:

Description	Amount
Milestone 2 - 25% Due Upon Validation - Contract Q-17288	\$ 7,068.75
Milestone 3 - 25% Due Upon Go Live - Contract Q-17288	\$ 7,068.75
Total	\$14,137.50

The Client is responsible for approving and executing this TCR within five (5) business days of receipt. If Client rejects this TCR, Client must provide written notice detailing the reason(s) why this TCR cannot be

approved. If Client does not execute, or provide rejection notice, within five (5) business days, this TCR will be deemed accepted. Acceptance of this TCR will close out the deliverable(s), milestone(s), and/or project, as applicable. Any delays in the execution or acceptance of this document may result in a project slowdown or stoppage.

Please sign and return this document to CentralSquare.

Approvals		
Client Project Manager	Print Name: <u>Tom Grossmann</u>	
	Signature: <u>[Signature]</u>	Date: <u>4/8/25</u>

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

Resolution

Number 25-0452

Adopted Date April 08, 2025

ENTERING INTO AGREEMENT WITH SOUND COMMUNICATIONS INC. FOR VERINT
V15 MEDIA RECORDER ACME POLICE DEPARTMENT- OHIO MARCS 2024.1
UPGRADE ON BEHALF OF WARREN COUNTY TELECOMMUNICATIONS

BE IT RESOLVED, to enter into an agreement with Sound Communications Inc. for the ACME
Police Department -Ohio MARCS Media Recorder Upgrade Quote on behalf of Warren County
Telecommunications, copy of agreement attached hereto and made a part hereof.

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

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

Resolution adopted this 8th day of April 2025.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: c/a—Sound Communications Inc.
Telecom (file)



VERINT.
V15



WARREN COUNTY
Emergency Services

Warren County Ohio
Paul Kindel
500 Justice Dr
Lebanon, OH 45036
paul@wcoh.net
513-695-1318



**Request for Proposal
Logging Recording Equipment**

Presented By:

	<p>Tim Minton tminton@soundcommunications.com Sound Communications Inc. 800-556-8556 614-875-8179 FAX www.soundcommunications.com</p>
--	--

NOTE: At all times, Customer is responsible for all hardware, software and services required to establish the technical environment necessary to operate the products specified in this quote. SCI shall not be responsible for performing any obligations associated with this quote unless and until a final quote is issued, and SCI accepts an order from Customer for such products and services. This quote expires in 45 days from the above quoted date. The pricing quoted does not include shipping, customers brokerage, insurance, duties, excise, sales, or other taxes or similar charges.

"RESTRICTED & PROPRIETARY INFORMATION"

This document contains Proprietary Information which is provided solely in connection with the specific opportunity identified herein. Sound Communications Inc. provides this proprietary information to the organization named, solely for its use in connection with this opportunity and it may not be disclosed to anyone outside the disclosed to party without the prior written consent of Sound Communications Inc.

Friday, February 28, 2025

Verint v15 Media Recorder Quote Summary

Prepared by:

Tim Minton

Sound Communications Inc.

800.556.8556

tminton@soundcommunications.com

sales@soundcommunications.com



WARREN COUNTY
Emergency Services



	Standard Pricing	Warren Co Price (Extended)
UPGRADE - ACME Police Department - Ohio MARCS 2024.1 upgrade:		
- Reinstall the Verint Astro Proxy on the Motorola AIS after the update or replacement (Only if needed).		
- Run the Motorola MCC 7500 Tutorial on the AIS to confirm database connection.	\$ 22,105.00	\$ 17,620.00
- Reconnect the Recorder and download the P25 Talk Groups.		
- Test recording and playback on all Talk Groups.		
- Update the Verint software.		

System Solution Total

\$ 22,105.00

\$ 17,620.00

This budgetary quote does not reflect a complete solution discovery by Solutions Engineer. As such, SCI is not bound to this estimate as further investigation could affect the final price. At all times, Customer is responsible for any hardware, software and services (not defined in this proposal) required to establish the technical environment necessary to operate the products specified in this quote. SCI shall not be responsible for performing any obligations associated with this budgetary quote unless and until such is designated as final, and SCI accepts an order from Customer for such products and services. Unless otherwise specified, this budgetary quote expires in 45 days from the above quoted date. Except where specified, pricing does not include shipping, customs, brokerage, insurance, duties, excise, sales, or other taxes or similar charges. SCI shall invoice Customer for all reasonable out-of-pocket expenses incurred by SCI in the performance of the services relating to this Order. Services/ Travel & Expenses if applicable (Actual T&E Billed separately as Incurred).

Quote Summary

Verint v15 Media Recorder Quotation - Project Scope Detail

Date: 28/Feb/2025

End-User: Warren County Ohio

Prepared by: Tim Minton

Quote ID: Warren County Ohio MARCS Upgrade 022825DC



Pricing Valid 45 Days from Quote date

UPGRADE - ACME Police Department - Ohio MARCS 2024.1 upgrade:

- Reinstall the Verint Astro Proxy on the Motorola AIS after the update or replacement (Only if needed).

- Run the Motorola MCC 7500 Tutorial on the AIS to confirm database connection.

Notes:

- Reconnect the Recorder and download the P25 Talk Groups.

- Test recording and playback on all Talk Groups.

- Update the Verint software.

Part Number	Description	QTY	List Price (Each)	List Price (Extended)	Warren Co (Each)	Warren Co (Extended)
Software & Licensing						
SCI-V15-0032	Mandatory license fee for Upgrade to a subsequent Astro System Release - for end-customer with ONE AIS (or FIRST AIS) (Non-Discountable; must be pre-paid)	1	\$12,600.00	\$12,600.00	\$12,600.00	\$12,600.00
SCI-V15-0034	Mandatory license fee for Upgrade to a subsequent Astro System Release - for same end-customer, PER EACH AIS BEYOND FIRST AIS (Non-Discountable; must be pre-	1	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00
SCI-V15-0028	Motorola Radio P25 IP Console Integration Enabler - Upgrade to a subsequent Astro System Release	1	\$2,000.00	\$2,000.00	\$1,000.00	\$1,000.00
Maintenance & Support						
SCI-VMR-3312	Maintenance (AMC) with Hardware Support (if applicable). • Renewable annually, the AMC includes any regularly released patches and/or bug fixes, and Service releases to the software under the paid period. • Excluded from the AMC upgrade plan are new products, major version release and services or upgrades to modules that require third-party licensing.	1		\$310.00		\$160.00
Professional Services						
SCI-VMR-3087	Pro Svcs Implementation & Configuration On-site or remote installation and all system configuration and testing. For on-site activities, any travel and expenses will be billed at cost. Work to be performed during normal business hours (M-F, 8:00am-5:00pm)	1	\$1,200.00	\$1,200.00	\$960.00	\$960.00
SCI-VMR-PM24	Project Manager (per site)	1	\$500.00	\$500.00	\$400.00	\$400.00

\$22,105.00



TERMS AND CONDITIONS: VERINT RECORDER PROJECTS

Services: All services for this Project are quoted on a fixed-fee basis. Unless otherwise noted in the pricing section of this proposal, services will be performed during normal business hours (defined as 8:00 a.m. to 5:00 p.m. EST). SCI recognizes two categories of work outside normal business hours. Weekday work performed before or after Normal Business Hours is considered After-Hours work, and is subject to a pricing premium of 50%. Work performed on a weekend or an SCI-recognized holiday is considered Weekend work, and is subject to a pricing premium of 100%. Orders not completed and services not rendered within 6 months of Purchase Order due to Customer delays may be subject to additional fees.

- All installation teams will consist of 1-2 Sound Communications, Inc. technicians.
- Installation and training is for Communications recording equipment and client software as quoted/described.
- Each technician will bring appropriate tools to complete their assigned tasks.
- Any issues that may delay, or prevent the completion of the Installation, will be escalated to the Sound Communications, Inc. project manager for resolution. Every effort will be made to overcome any issues while the technician is on-site.
- All work areas will be neat, and free of recording system installation materials and packaging prior to leaving the site.
- Sound Communications, Inc. is not responsible for any pre-existing network conditions that prevent normal operation, or delay the installation process (i.e., network configuration, network viruses, domain restrictions, IP address assignments/changes, PBX configuration/changes, etc.

Project Scope

The scope – the customized and detailed list of specific items that define what will be considered “in-scope” for this project, is written in a separate section included in this document titled, “Project Scope Detail”. The Project Scope Detail is considered part of this statement of work.

Premises Work:

- The customer will be responsible for all carpentry or mechanical work not explicitly detailed in this proposal
- The customer location does not require the use of union labor.
- The customer assumes all responsibility for compliance with local and federal laws and regulations as they relate to recording telephone, radio, and other electronic or audio conversations, as well as other electronic communications (including visual) such as desktop screen recording and application usage tracking, etc.
- Cabling or termination of telecom, Ethernet, or electrical supply wiring, is not included in this SOW.
- Hours spent troubleshooting problems outside of the project scope of in this SOW will be billed at \$150 per hour (via remote access) or \$225 per hour (on-site). The project managers will be contacted and will approve any additional charges prior to execution of any work that could result in additional charges.

Training Services:

- All services under this statement of work will occur between 8:00 a.m. and 5:00 p.m. local time, Monday through Friday, or on otherwise suitable days and times as mutually agreed to by the customer project manager and the Sound Communications, Inc. project manager
- Training content is dictated by the stated project scope
- Training scheduling will be mutually agreed upon by the customer and Sound Communications, Inc. project manager. Although the customer is responsible for coordination of classroom facilities (where applicable), scheduling and attendance of appropriate participants, and production of any printed materials (from electronic documentation provided by Sound Communications, Inc.), the Sound Communications, Inc. project manager will assist in the organization and planning with the customer project manager.

Non-Solicitation:

Each party recognizes that the other party's employees are critical to the business operations of the other party. For the term of this Agreement and for six (6) months after its termination, each party agrees that it and any parent company, subsidiary, partner, limited partner, joint venture, or any entity related in any manner to it by common ownership (“Related Entities”), will not employ, hire, or compensate in any manner or capacity, including as an employee or independent contractor (“Employ”) any employee of the other party that it was introduced to by, and who was directly connected with, such party's performance under this agreement. Each party further agrees not to employ any former employee of the other party unless the employer - employee relationship has been terminated for not less than one hundred eighty (180) days. In the event of breach of this provision by a party or any Related Entities, such party shall be liable to the other party for the principal sum of Twenty-five Thousand and No/100 Dollars (\$25,000.00) as liquidated damages, and not as a penalty for said breach.

Payment Terms: Payments will be made according to payment milestones as described below. Minor issues or variances in System performance shall be handled through Seller's technical support department, and shall not delay Reseller's payment so long as these do not materially or adversely affect the performance of the System as a whole.

Site	Milestone	Payment Description	Amount
Warren County Ohio	Purchase Order Acceptance	Sound Communications will invoice customer 100 percent (100%) of total PO value at time of Purchase Order acceptance.	Balance of Fixed-Fee project cost for each location
Total Project Cost (Not to include T&E)			\$ 17,620.00
Travel & Expenses		Will be billed as Incurred	Not to exceed \$1,250.00
Payment Terms Payment Terms: Customer will pay all amounts net thirty (30) days from the date of the applicable invoice.			

Deposits, Invoicing, and Scheduling:

- Order Deposit – Unless other contractual arrangements or quoted payment terms exist (within this proposal package), whether governmental or private sector, Order Deposit and Payments Schedule is based on milestone billing as outlined above.
- Invoicing – Invoices for equipment and software (or for remaining balance on any equipment and software) to be installed as part of this implementation, will be generated when the equipment and software is delivered to the customer site(s). Invoices for services will be generated at the completion of those services (based on either a specific project milestone invoicing schedule or at general "project acceptance")
- Minor issues or variances in System performance shall be handled through Seller's technical support department and shall not delay Customer's payment so long as these do not materially or adversely affect the performance of the System as a whole.
- Payment - for all invoices is due with 30 days of invoice date (NET 30).
- Postponement/Project Schedule Delay - If the project schedule is postponed or delayed by the customer after any equipment has been ordered, the customer agrees to pay any balance due (less services not performed) within 30 days of the originally scheduled (a mutually agreed upon) installation date.
- On-site Cancellation/Postponement: If an onsite visit is scheduled, costs are incurred by Seller, and the onsite visit is later rescheduled End User's convenience, Reseller and/or End User may incur additional fees for travel and accommodations, as well as technician time. Onsite technician time is billable at \$1600 for the first unscheduled day (or part thereof), and \$1200 for each additional day (or part thereof).
- On-site Project Delay - If the project is unreasonably delayed while a technician is on-site for reasons such as, but not limited to: access to appropriate buildings or specific areas within buildings, lack of access to, or unavailability of assigned or appropriate customer personnel, delay due to a third party, waiting, etc. the cost of the technician being out of service at \$150 per hour (for actual time out of service), will be passed on to the customer
- Travel and expenses shall be billed at actual rates, subject to any expense cap included in the Order (if applicable).
- A cancellation charge of 35% will be applied to cancelled orders prior to delivery. Cancellation of an order received on or after the scheduled install date as well as custom hardware will NOT be accepted, and payment will be due in full. The cancellation fee will be deducted from any deposit held by SCI.

Shipping Management and or Special Requirements:

- In general, all shipments for this project will be via local delivery or "UPS Ground"
- Any expedited shipping charges that result from customer request or customer delay will be passed on to the customer at actual cost.

Customer Responsibilities: At all times, Customer is responsible for all hardware, software and services required to establish the technical environment necessary to operate the products specified in this Project. Customer is also responsible for understanding the technology in this proposed solution and its effect on their network and telephony environment. This Project covers integration with the Customer's existing switch environment supporting only the current, installed versions of software. If Customer upgrades the switch environment software, Seller is not responsible for compatibility of the Project components with the upgraded switch. Seller will invoice Customer for any charges associated with preparing the network and/or telephony environment, including, but not limited to, charges for telephone trunk lines, PBX extensions, PBX programming and/or additional PBX equipment required for completion of the Project. SCI shall not be responsible for performing any obligations associated with this quote unless and until SCI accepts an order from Customer for this Project.

Customer shall, as specified by Seller, provide appropriate facility environmental conditions, necessary commercial power and connectivity for the System, access to the premises, and if required by local law, conduit and/or special fire retardant cabling. Recorder systems must be kept in clean, smoke-free environments with a controlled temperature of 50-100 degrees Fahrenheit (70 degrees is preferred). Relative humidity should be maintained at 20%-85% (non-condensing). Seller will not be held responsible for any damage due to deviations from these environmental parameters.

Customer will confirm in writing that the facility, network and telephony environments are ready prior to deployment. Customer understands that if any Customer responsibilities, as outlined above or identified later in the course of the Project, are not met prior to a scheduled onsite visit, Seller reserves the right to delay the visit until such time as these requirements are met. Any such delays on Customer's part may incur additional fees.

Upon completion of the deployment, Customer and Seller's technician shall test the System. If Seller is called back for service because Customer was unavailable, declined, or failed to test System during the deployment, Customer may incur additional fees.

Telephone/PBX, Radio System, and or IP Dispatch Console Integration and Requested Configuration Information

- For integrated recording of any telephone/PBX, digital radio, or IP dispatch console communications system, the customer will provide or otherwise arrange for purchase, installation, and configuration of all telephone/PBX, digital radio, and or IP dispatch console hardware and software (including any required licensing that may be necessary to support recording in the customer environment). The customer will provide or otherwise arrange for purchase, installation, and configuration of any and all related/required network infrastructure (such as switches, firewalls, communications circuits, etc.). The customer will provide or otherwise arrange for purchase of all telephone/PBX, digital radio, and or IP dispatch console configuration, testing, and troubleshooting services, as well as any required network configuration (including SPAN ports if required), testing, and troubleshooting necessary to establish or support proper recording connectivity and communications to the telephone/PBX, digital radio, and or IP dispatch consoles, and the customer network
- Customer will provide a complete list of requested telephone/PBX, digital radio, and or IP dispatch console information: including, but not limited to, hardware and software versions, IP addresses, protocols, etc. as well as details that may be needed to ensure a successful integration and proper recording such as: agents, extensions, device identifying information, channels, talk groups, and frequency ID's and or names, etc.

General Note on Recorder Integrations to CAD systems:

Caller ID/ANI metadata is used to make an association between incidents on a CAD system and 911 recordings on a recording solution. Both of these systems typically have the same Caller ID/ANI information for a given 911 Call and CAD Incident. However, when either system has different Caller ID/ANI or did not receive it, an association cannot be made and CAD data will not be tagged to the 911 call recording. Performance will vary, depending on availability and uniformity of Caller ID/ANI; not every 911 Call recording will be tagged with CAD data.

For proper functioning of any CAD integration, the 911 Call handling system must provide a mechanism to accurately indicate call start/stop to the recording system. Examples are GPIO (Contact Closure), SIP Call Control (with SIP signaling for each individual call), SIPREC (with SIPREC signaling for each individual call), etc. Note that the use of VOX (voice detection) as a mechanism for call start/stop is not sufficient and can result in missing or incorrect call tagging.

Traditional Device Monitoring and Other Wiring Notes

- In general, Sound Communications, Inc. will provide a demarcation point (typically 1 or more 66 blocks) and cable connection from this demarcation point to the recorder(s). The customer is responsible to provide feed wiring for any and all audio sources to be recorded, and cross-connect to the provided demarcation point.
- For direct digital station tapping, the customer is responsible to provide feed wiring for any extension to be recorded. This is typically accomplished (for supported handset models), by passing the cross-connect wiring from the designated PBX output pair, through the provided recording demarcation point (punch without cut/termination), and on to the designated premise wiring/jack pair for the phone to be recorded. Sound Communications will re-cross connect existing phones so that they pass through the recording demark in cases where the customer can identify all phones to be recorded (e.g. produce a list of devices required to be recorded) and identify and mark existing extension punch down locations for at least one side of the existing cross connects of phones to be recorded (PBX port pair, or premise wiring pair).
- For analog recording (full-time or record-on-demand) of digital or VoIP phones via logger patch, analog feed wiring in the form of a CAT5 cable home run from within 5' of phone (terminated as an RJ11), to recorder demarcation block (non-terminated) is to be provided to Sound Communications, Inc. at no charge for each phone to be recorded.
- Intrado/Positron: For analog recording of LIFELINE100 and VIPER systems, CCB/SONIC analog feed wiring for position audio and E911 CAMA trunks (if applicable) is to be provided to Sound Communications, Inc. at no charge. If ANI/ALI integration is included, a standard DB9M serial connector (providing standard CDR from the Viper system) is required, and will be provided to Sound Communications, Inc. at no charge.
- Airbus/Cassidian: For analog recording of VESTA and systems, ACU/SAM analog feed wiring for position audio and E911 CAMA trunks (if applicable) is to be provided to Sound Communications, Inc. at no charge. If ANI/ALI integration is included, a standard DB9M serial connector (providing the ANI/ALI CAD spill) is required, and will be provided to Sound Communications, Inc. at no charge.
- For analog recording of radio, the customer is responsible to provide feed wiring that provides combined transmit/receive audio for any channel, frequency, or console to be recorded to Sound Communications, Inc. at no charge.
- Signal strength (when audio is present) for analog VOX recording is typically optimal for recording in a range of -10dBm to 0dBm

Equipment Access and Remote Access:

- Customer will ensure access to any locked facilities (i.e.: equipment rooms) so as to prevent a technician from experiencing any delays on-site while attempting to access an installation location.
- The customer will provide uninterrupted remote access to all Sound Communications, Inc. -installed servers (and potentially relevant clients) during any period in which Sound Communications, Inc. provides installation or configuration services, technical support or maintenance/extended warranty services.

Networking, Clients, and Desktop Installations:

- All server systems will require network connectivity with static IP addresses, valid subnet, gateway, and DNS addresses, as well as an NTP
- Network administrative configuration of the recording servers is the responsibility of the customer – Note: there may be specific network environment requirements for the system(s), and it is advised that the customer check with Sound Communications, Inc. prior implementation of configuration or changes – e.g. Verint servers are typically required to be joined to the domain in a separate OU with no policies pushed (including any servers that are virtualized), and a domain Verint administrative user account with local administrator privilege on the server is required for application services.
- Any new client user PC's must meet the minimum requirements listed in the system documentation CD
- An appropriate customer network technician will be on-hand and available (on installation and testing days) to assist with installation and client software installation as needed, as well as produce client software load procedure documentation in conjunction with a Sound Communications, Inc. technician at the installation
- All network configuration required to produce a successful implementation is the responsibility of the customer, and will be provided to Sound Communications, Inc. free of charge. A successful implementation includes both server connectivity and client pc network connectivity and configuration. Additionally, it is the responsibility of the customer to provide and ensure LAN/WAN connectivity and configuration that will allow for proper client access from within, or off-site, if applicable (including firewall configuration where necessary)
- Customer will provide a list of client pc's, AD user names, actual user names, and a seating chart (to include desired channel-level security restrictions) if Sound Communications, Inc. is to perform any installation of client software and restrict access to the system on a per-user basis.

Liability:

NO LIABILITY FOR CONSEQUENTIAL DAMAGES: SCI will not be liable for special, incidental, consequential, indirect or other similar damages, or costs incurred as a result of loss of time, loss of data, loss of profits or revenue, as a result of our services. In addition, SCI is not responsible or liable for damages or costs incurred in connection with claims by others, inconvenience or similar costs.

Exclusions: Unless specifically noted in the pricing section of this proposal, installation does not include any of the following (if necessary): radio modifications, connection to digital station handsets and/or peripheral equipment for connection to digital station handsets, additional cabling, additional hardware, telephone wiring or punch downs, or cable runs. With authorization from the purchaser, SCI will facilitate and coordinate all connectivity and any necessary work with the purchaser's telephone/radio equipment vendor and/or the telephone company.

Provisions: Where a Master Services Agreement (MSA) exists between SCI and Customer, provisions of this order supersede any conflicting Terms and Conditions in the MSA. Issuance of a Purchase Order by Customer constitutes acceptance of Terms and Conditions set forth herein.

Confidentiality:

All documentation and information which are either designated as confidential or proprietary or would reasonably be considered to be confidential or proprietary, including without limitation, drawings, listings, techniques, algorithms, processes and technical and marketing information, business data and employee information which are transferred between the parties in connection with this agreement ("Proprietary Information") (other than documentation and information intended for general distribution to third parties) shall be held in strict confidence by the parties, and shall not be disclosed or used in any fashion other than pursuant to the terms of this agreement without the other party's prior written consent. Each party's proprietary information and all other items related thereto, including, without limitation, programs, methods of processing, specific design and structure of individual programs and their interaction, and the unique programming techniques employed therein, and all enhancements, modifications, updates, and derivative works thereof are and shall remain the sole and exclusive property of such party and shall not be sold, revealed, used, disclosed, transmitted or otherwise communicated, directly or indirectly, by the other party except as expressly provided for in this Agreement. Each party agrees to protect the others' proprietary information with the same standard of care and procedures that it uses to protect its own trade secrets and Proprietary Information of a confidential nature. The parties recognize that the Customer is a public entity required to follow Ohio Public Records law, this section regarding "Confidentiality" will be adhered to insofar as it does not run afoul of Customer's obligations under Ohio Public Records Law.

Force Majeure:

Neither party shall be deemed to be in default or to have breached any provision of this Agreement as a result of any delay, failure in performance or interruption of service resulting directly or indirectly from acts due to events of nature, acts of civil or military authorities, civil disturbances, wars, strikes or other labor disputes, fires, transportation contingencies, laws, regulations, acts or orders of any government or agency or officials thereof, other catastrophes or any other similar occurrences beyond such party's reasonable control. In every case, the delay or failure in performance or interruption of service must be without fault or negligence of the party claiming excusable delay and the party claiming excusable delay must promptly notify the other party of such delay. Performance time under this Agreement shall be considered extended for a period of time equivalent to the time lost because of any delay, which is excusable under this paragraph, provided, however, that if any such delay continues for a period of more than sixty (60) days, the party not claiming excusable delay shall have the option of terminating the order or service upon written notice to the party claiming excusable delay.

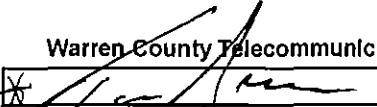
Entire Agreement, Governing Law, Venue:

The provisions contained in the foregoing and attached Exhibit A constitute the entire agreement between Seller and Customer. This Agreement supersedes all proposals and negotiations between Seller and Customer, and no representation or statement not expressed herein shall be binding upon Seller. This Agreement may be changed only by an instrument in writing signed by the parties hereto and shall be governed by the laws of the State of Ohio. This Agreement is binding upon the successors and assigns of the parties hereto. If any provision(s) of this Agreement are held to be illegal, invalid or unenforceable, then such provision(s) shall be deemed null and void, without invalidating the remaining provisions herein. Any action to construe or enforce this Agreement shall be brought only in a court of competent jurisdiction located in Warren County, Ohio and the parties hereby consent to personal jurisdiction in said court.


Please remit all Purchase Orders to Sound Communications Inc. via:		
EMAIL: sales@soundcommunications.com	MAIL: Sound Communications Inc. 3474 Park Street Grove City, Ohio 43123	FAX: 614.875.8179 Attn: Sales
Federal Tax ID 31-1331321		DUNS # 621380361

Quote ID: Warren County Ohio MARCS Upgrade 022825DC	Purchase Price: \$17,620.00	Customer Initials:
The person executing this agreement on behalf of purchasing party represents and warrants that this agreement has been authorized by all necessary parties, is validly executed by an authorized officer or agent, and is binding upon the company in accordance with its terms.		

Warren County Telecommunications

Signature:  4/8/25
 Name: Tom Grossman
 Title: President
 Date: 4/8/25
 P.O. #

Sound Communications Inc.

Signature:  3/26/25
 Name: JAMES JACOBS
 Title: CFO
 Date: 3/26/25

APPROVED AS TO FORM


 Derek B. Faulkner
 Asst. Prosecuting Attorney

Resolution

Number 25-0453

Adopted Date April 08, 2025

AMENDING STANDARD DETAILS FOR THE WARREN COUNTY WATER AND SEWER DEPARTMENT

WHEREAS, pursuant to Resolution #87-1103, the Board established Standard Details for water and sanitary sewer improvements to be constructed within Warren County; and

WHEREAS, it is necessary to periodically amend said Standard Details to reflect changes in policies, procedures, materials of construction, industry standards and other related changes; and

NOW THEREFORE BE IT RESOLVED:

1. That the Standard Details for the Warren County Water and Sewer Department are hereby amended by the deleting the following:

W-TOC	TABLE OF CONTENTS – WATER DETAILS
W-1	WATERMAIN LAYOUT AT CUL-DE-SAC
W-2	WATERMAIN TRENCH DETAIL
W-3	THRUST BLOCK DETAILS
W-4	FULL CONCRETE ENCASEMENT
W-5	WATERMAIN ENCASEMENT AT CREEK CROSSING
W-6	WATERMAIN ENCASEMENT AT SEWER CROSSING
W-7	WATERMAIN IN CASING
W-8	HYDRANT SETTING
W-9	FIRE HYDRANT ARRANGEMENT
W-10A	METER BOX DETAIL FOR 3/4" AND 1" METERS
W-10B	METER BOX DETAIL FOR 1-1/2" AND 2' METERS
W-11	MULTIPLE WATER SERVICE CONNECTIONS
W-12	TYPICAL WATER SYSTEM DETAIL
W-13	DITCH AND METER LOCATION
W-14	LARGE DOMESTIC WATER METER PIT
W-15A	LARGE WATER METER PIT W/ FIRE LINE W/ FDC & DOMESTIC LINE
W-15B	LARGE WATER METER PIT W/ FIRE LINE, DOMESTIC LINE, & IRRIGATION LINE
W-15C	COMBINATION FIRE/DOMESTIC METER PIT
W-15D	LARGE WATER METER PIT EQUIPMENT SCHEDULE
W-16	VALVE PIT
W-17	ANCHORS & BUTTRESSES FOR VERTICAL BENDS
W-18	REQUIRED RESTRAINED JOINTS FOR BENDS
W-19	REQUIRED RESTRAINED JOINTS - DEAD ENDS, PLUGS, CAPS, & TAPS
W-20	ROAD PAVEMENT CUT AND RESTORATION AT ROADWAY CROSSING
W-21	METER TEST PIT AT CREEK CROSSING
W-22	SAMPLING STATION
W-23	TRACER WIRE - PLAN
W-24	TRACER WIRE - WATER SERVICE PLAN
W-25	TRACER WIRE - FIRE HYDRANT PLAN
W-26A	POLYETHYLENE ENCASEMENT - DUCTILE IRON PIPE

W-26B	POLYETHYLENE ENCASEMENT - DUCTILE IRON PIPE CONTINUED
W-27	TAPPING POLYETHYLENE ENCASED PIPE
WG-1A	GENERAL NOTES - WATER
WG-1B	GENERAL NOTES - WATER (CONTINUED)
WG-2	PROCEDURE FOR CONNECTION TO EXISTING WATER SYSTEM
WG-3	PROCEDURE FOR RELOCATING OR LOWERING SERVICE LATERALS AND RELOCATING OR BRINGING TO GRADE METER PITS
S-TOC	TABLE OF CONTENTS – SEWER DETAILS
S-1	PRECAST MANHOLE
S-2	PRECAST MANHOLE INSIDE DROP CONNECTION
S-3	VENTED MANHOLE
S-4	MANHOLE CHANNELS
S-5	SANITARY MANHOLE INVERT TRANSITION BASE SECTIONS
S-6	SANITARY GRAVITY SEWER TRENCH DETAIL
S-7	ROAD PAVEMENT CUT AND RESTORATION AT ROADWAY CROSSING
S-8	SEWER IN CASING
S-9	CONCRETE ANCHOR
S-10	FULL CONCRETE ENCASEMENT
S-11	SANITARY SEWER CREEK CROSSING
S-12	AERIAL SANITARY SEWER CROSSING
S-13	DEEP HOUSE CONNECTIONS
S-14A	HOUSE CONNECTIONS - TYPE A & TYPE B
S-14B	HOUSE CONNECTIONS - TYPE C
S-14C	HOUSE CONNECTIONS
S-15	FORCE MAIN CLEANOUT
S-16	AIR RELEASE VALVE ASSEMBLY
S-17	SANITARY CLEANOUT
S-18	REQUIRED RESTRAINED JOINTS FOR BENDS
S-19	FORCE MAIN TRENCH DETAIL
S-20	IMPERVIOUS DAM DETAIL
S-21	LATERAL SADDLE INSTALLATION DETAIL FOR PVC PIPE
S-22	SADDLED WYE GASKET HUB & GASKET SKIRT W/ STAINLESS STEEL BANDS
S-23	STANDARD PRECAST CONCRETE DOGHOUSE MANHOLE
SG-1	DETAILED PROCEDURES FOR SANITARY SEWER
SG-2A	GENERAL NOTES - SANITARY SEWER
SG-2B	GENERAL NOTES - SANITARY SEWER (CONTINUED)
SG-3	PIPE CONNECTION INTO MANHOLES
SG-4	SEWER TESTING

2. That the Standard Details for the Warren County water and Sewer Department are hereby amended by adding the following:

W-TOC	TABLE OF CONTENTS – WATER DETAILS
W-1	WATERMAIN LAYOUT AT CUL-DE-SAC
W-2	WATERMAIN TRENCH DETAIL - DUCTILE IRON PIPE
W-3	WATERMAIN TRENCH DETAIL - PLASTIC AND HDPE PIPE
W-4	ROAD PAVEMENT CUT AND RESTORATION AT ROADWAY CROSSING
W-5	THRUST BLOCK DETAILS
W-6	FULL CONCRETE ENCASEMENT

W-7	WATERMAIN ENCASEMENT AT CREEK CROSSING
W-8	WATERMAIN ENCASEMENT AT SEWER CROSSING
W-9	WATERMAIN IN CASING
W-10	HYDRANT SETTING
W-11	FIRE HYDRANT ARRANGEMENT
W-12A	METER BOX DETAIL FOR 3/4" AND 1" METERS
W-12B	METER BOX DETAIL FOR 1-1/2" AND 2' METERS
W-13	MULTIPLE WATER SERVICE CONNECTIONS
W-14	TYPICAL WATER SYSTEM DETAIL
W-15	DITCH AND METER LOCATION
W-16	LARGE DOMESTIC WATER METER PIT
W-17A	COMBINATION FIRE/DOMESTIC METER PIT
W-17B	COMBINATION FIRE/DOMESTIC METER PIT WITH IRRIGATION LINE
W-17C	LARGE WATER METER PIT EQUIPMENT SCHEDULE
W-18	VALVE PIT
W-19	ANCHORS & BUTTRESSES FOR VERTICAL BENDS
W-20	REQUIRED RESTRAINED JOINTS FOR BENDS
W-21	REQUIRED RESTRAINED JOINTS - DEAD ENDS, PLUGS, CAPS, & TAPS
W-22	METER TEST PIT AT CREEK CROSSING
W-23	SAMPLING STATION
W-24	TRACER WIRE - PLAN
W-25	TRACER WIRE - WATER SERVICE PLAN
W-26	TRACER WIRE - FIRE HYDRANT PLAN
W-27	POLYETHYLENE ENCASEMENT - DUCTILE IRON PIPE
W-28	INSTALLATION OF POLYETHYLENE ENCASEMENT
W-29	REPAIR OF POLYETHYLENE ENCASEMENT
W-30	TAPPING POLYETHYLENE ENCASED PIPE
WG-1A	GENERAL NOTES - WATER
WG-1B	GENERAL NOTES - WATER (CONTINUED)
WG-1C	GENERAL NOTES - WATER (CONTINUED)
WG-2	PROCEDURE FOR CONNECTION TO EXISTING WATER SYSTEM
WG-3	PROCEDURE FOR RELOCATING OR LOWERING SERVICE LATERALS AND RELOCATING OR BRINGING TO GRADE METER PITS
S-TOC	TABLE OF CONTENTS – SEWER DETAILS
S-2	PRECAST MANHOLE INSIDE DROP CONNECTION
S-3	STANDARD PRECAST CONCRETE DOGHOUSE MANHOLE
S-4	VENTED MANHOLE
S-5	MANHOLE CHANNELS
S-6	SANITARY MANHOLE INVERT TRANSITION BASE SECTIONS
S-7	SANITARY GRAVITY SEWER TRENCH DETAIL
S-8	FORCEMAIN TRENCH DETAIL - DUCTILE IRON PIPE
S-9	FORCEMAIN TRENCH DETAIL - PLASTIC PIPE
S-10	ROAD PAVEMENT CUT AND RESTORATION AT ROADWAY CROSSING
S-11	SEWER IN CASING
S-12	CONCRETE ANCHOR
S-13	FULL CONCRETE ENCASEMENT
S-14	SANITARY SEWER CREEK CROSSING
S-15	AERIAL SANITARY SEWER CROSSING
S-16	DEEP HOUSE CONNECTIONS
S-17A	HOUSE CONNECTIONS - TYPE A & TYPE B

- S-17B HOUSE CONNECTIONS - TYPE C
- S-17C HOUSE CONNECTIONS
- S-18 PRIVATE FORCEMAIN LATERAL CONNECTION
- S-19 SANITARY CLEANOUT
- S-20 LATERAL SADDLE INSTALLATION DETAIL FOR PVC PIPE
- S-21 SADDLED WYE GASKET HUB & GASKET SKIRT W/ STAINLESS STEEL BANDS
- S-22 REQUIRED RESTRAINED JOINTS FOR BENDS
- S-23 FORCE MAIN CLEANOUT
- S-24 AIR RELEASE VALVE ASSEMBLY
- S-25 IMPERVIOUS DAM DETAIL
- SG-1 DETAILED PROCEDURES FOR SANITARY SEWER
- SG-2A GENERAL NOTES - SANITARY SEWER
- SG-2B GENERAL NOTES - SANITARY SEWER (CONTINUED)
- SG-3 PIPE CONNECTION INTO MANHOLES
- SG-4 SEWER TESTING

3. That these modifications shall be effective immediately and a copy of the amended details are attached here to be made a part hereof.
4. That all other provisions and requirements of the Standard Details shall remain unchanged.

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

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

Resolution adopted this 8th day of April 2025.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

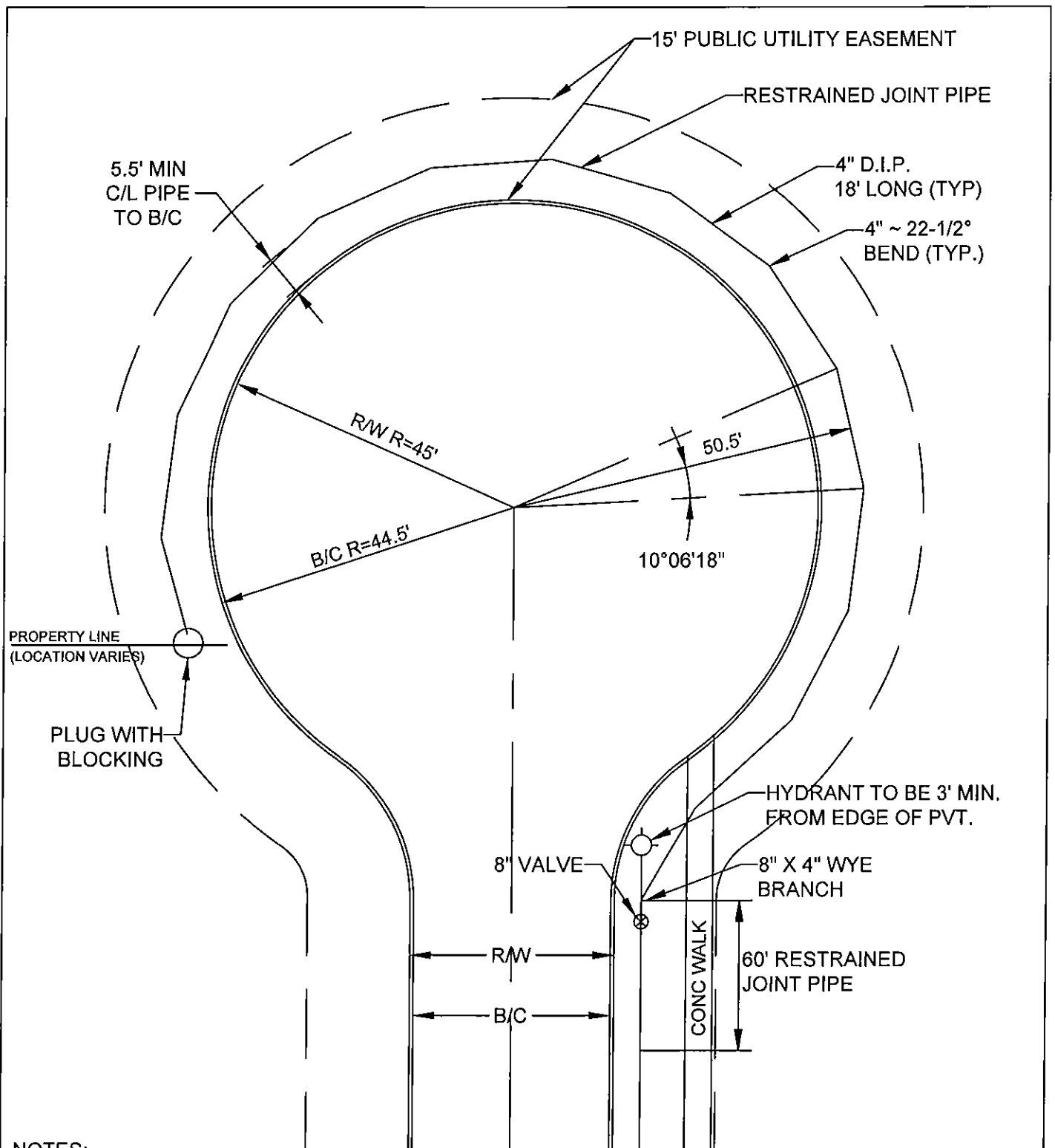
cc: Water/Sewer (file)

WATER DETAILS

W-1	WATERMAIN LAYOUT AT CUL-DE-SAC
W-2	WATERMAIN TRENCH DETAIL - DUCTILE IRON PIPE
W-3	WATERMAIN TRENCH DETAIL - PLASTIC AND HDPE PIPE
W-4	ROAD PAVEMENT CUT AND RESTORATION AT ROADWAY CROSSING
W-5	THRUST BLOCK DETAILS
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WG-1C	GENERAL NOTES - WATER (CONTINUED)
WG-2	PROCEDURE FOR CONNECTION TO EXISTING WATER SYSTEM
WG-3	PROCEDURE FOR RELOCATING OR LOWERING SERVICE LATERALS AND RELOCATING OR BRINGING TO GRADE METER PITS

TABLE OF CONTENTS - WATER DETAILS

APPROVED/REVISED	WARREN COUNTY STANDARD DETAILS DEPARTMENT OF WATER & SEWER	STANDARD NUMBER
APRIL, 2025		W-TOC



NOTES:

1. ALL BENDS SHALL BE LABELED WITH TYPE AND STATIONING.
2. RESTRAINED JOINTS PER DETAILS W-20 AND W-21.

WATERMAIN LAYOUT AT CUL-DE-SAC

APPROVED/REVISED

APRIL, 2025

WARREN COUNTY STANDARD DETAILS
DEPARTMENT OF WATER & SEWER

STANDARD NUMBER

W-1

WATERMAIN SHALL BE INSTALLED IN A SEPARATE TRENCH FROM THE SANITARY SEWER AND SHALL BE A MINIMUM DISTANCE OF 10' MEASURED HORIZONTALLY FROM THE SANITARY SEWER.

BACKFILL AND RESTORATION OF PAVEMENT MUST CONFORM TO THE APPLICABLE WARREN COUNTY ENGINEER OR ODOT SPECIFICATION(S).

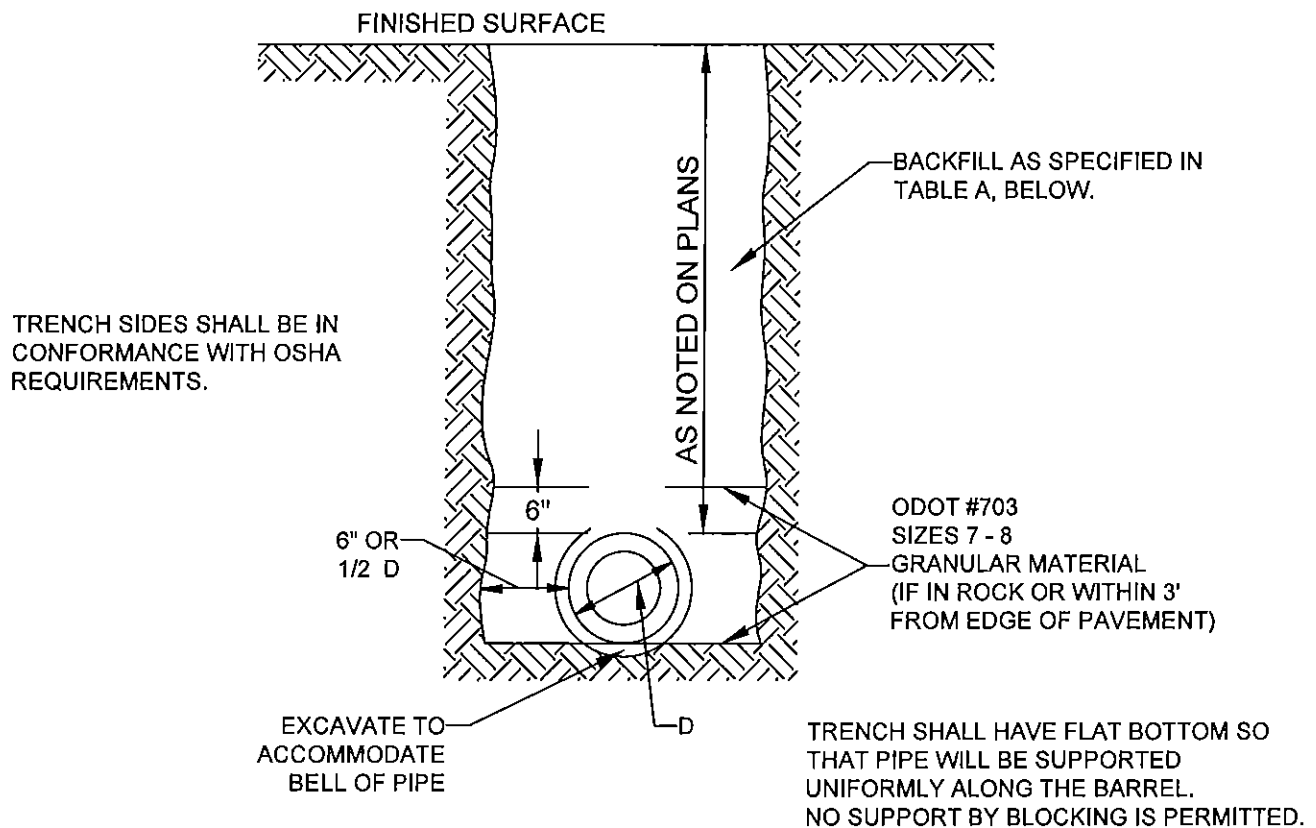


TABLE A - BACKFILL TYPE

TRENCH LOCATION	BACKFILL TYPE
EDGE OF TRENCH GREATER THAN 3-FEET FROM EDGE OF PAVEMENT	CLEAN COMMON FILL
WITHIN PAVEMENT OR WITHIN 3-FEET FROM EDGE OF PAVEMENT	ODOT #304 GRANULAR BACKFILL COMPACTED IN 8" LIFTS.
SUBSURFACE CONTAINS ROCK	SELF-COMPACTING GRANULAR FILL, ODOT #703 SIZES 7-8
NOTE: SLAG IS NOT PERMITTED IN ANY WATER OR SEWER TRENCHES.	

WATERMAIN TRENCH DETAIL - DUCTILE IRON PIPE

APPROVED/REVISED

APRIL, 2025

WARREN COUNTY STANDARD DETAILS
DEPARTMENT OF WATER & SEWER

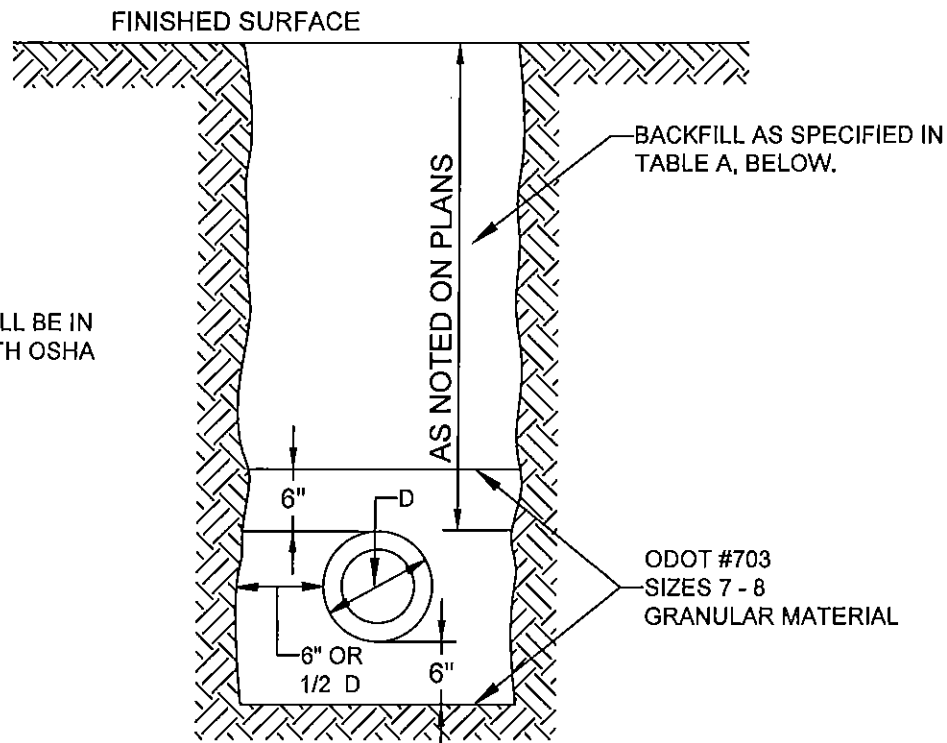
STANDARD NUMBER

W-2

WATERMAIN SHALL BE INSTALLED IN A SEPARATE TRENCH FROM THE SANITARY SEWER AND SHALL BE A MINIMUM DISTANCE OF 10' MEASURED HORIZONTALLY FROM THE SANITARY SEWER.

BACKFILL AND RESTORATION OF PAVEMENT MUST CONFORM TO THE APPLICABLE WARREN COUNTY ENGINEER OR ODOT SPECIFICATION(S).

TRENCH SIDES SHALL BE IN CONFORMANCE WITH OSHA REQUIREMENTS.



TRENCH SHALL HAVE FLAT BOTTOM SO THAT PIPE WILL BE SUPPORTED UNIFORMLY ALONG THE BARREL. NO SUPPORT BY BLOCKING IS PERMITTED.

TABLE A - BACKFILL TYPE

TRENCH LOCATION	BACKFILL TYPE
EDGE OF TRENCH GREATER THAN 3-FEET FROM EDGE OF PAVEMENT	CLEAN COMMON FILL
WITHIN PAVEMENT OR WITHIN 3-FEET FROM EDGE OF PAVEMENT	ODOT #304 GRANULAR BACKFILL COMPACTED IN 8" LIFTS.
SUBSURFACE CONTAINS ROCK	SELF-COMPACTING GRANULAR FILL, ODOT #703 SIZES 7-8
NOTE: SLAG IS NOT PERMITTED IN ANY WATER OR SEWER TRENCHES.	

WATERMAIN TRENCH DETAIL - PLASTIC & HDPE PIPE

APPROVED/REVISED

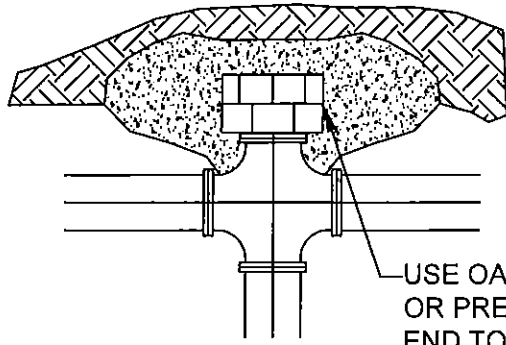
APRIL, 2025

WARREN COUNTY STANDARD DETAILS
DEPARTMENT OF WATER & SEWER

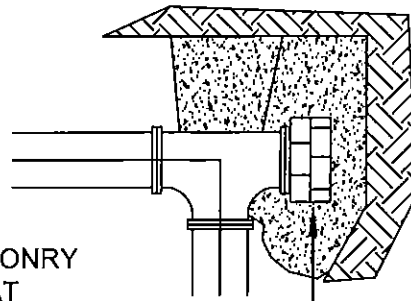
STANDARD NUMBER

W-3

W-4

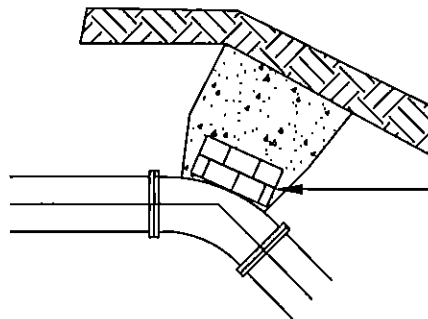


CROSS



TEE

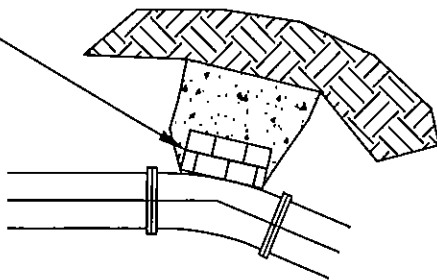
USE OAK, CEMENT MASONRY OR PRECAST BLOCKS AT END TO BE PLUGGED (TYP.)



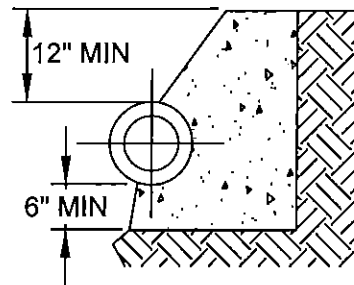
USE OAK, CEMENT MASONRY OR PRECAST BLOCKS AT BACK OF BEND (TYP.)

45° BEND

USE OAK, CEMENT MASONRY OR PRECAST BLOCKS AT BACK OF BEND (TYP.)



22.5° BEND



SECTIONAL VIEW

NOTE:

BEARING AREA TO BE DETERMINED BASED ON SOIL TYPE & WORKING PRESSURE.
 THRUST BLOCKS TO BE USED AT ALL BENDS 22.5° OR GREATER.
 THRUST BLOCKS TO BE POURED AGAINST FIRM UNDISTURBED SOIL.
 USE CLASS "C" CONCRETE.
 90° BENDS SHALL NOT BE PERMITTED.

THRUST BLOCK DETAILS

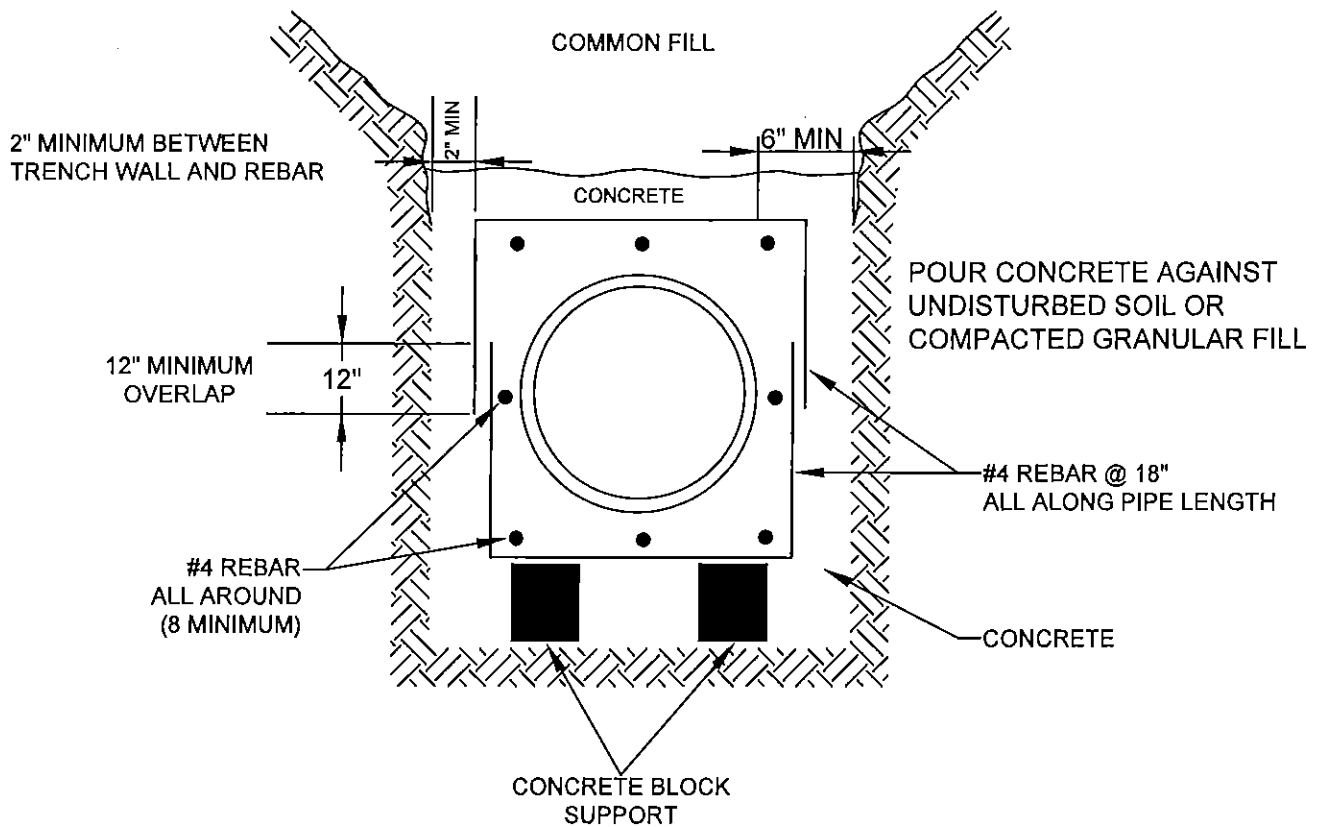
APPROVED/REVISED

APRIL, 2025

WARREN COUNTY STANDARD DETAILS
 DEPARTMENT OF WATER & SEWER

STANDARD NUMBER

W-5



NOTES:

- 1) CONCRETE SHALL BE 3000 P.S.I. MINIMUM 28 DAYS STRENGTH (4" SLUMP).
- 2) SUPPORT PIPE AND REBAR CAGE ON CONCRETE BRICKS DURING CONCRETE PLACEMENT.
- 3) CONCRETE ENCASEMENT SHALL BE TERMINATED AT PIPE JOINTS ONLY.

FULL CONCRETE ENCASEMENT

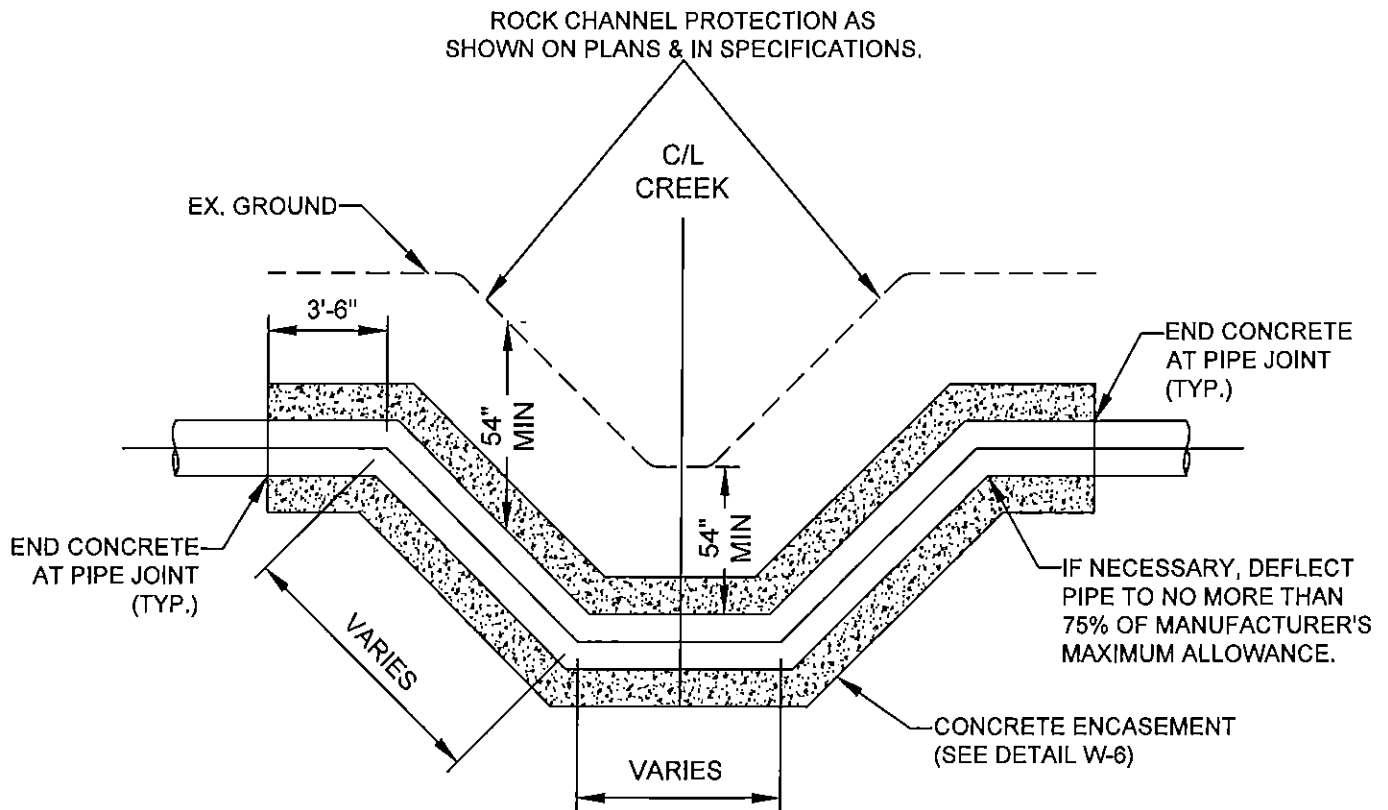
APPROVED/REVISED

APRIL, 2025

WARREN COUNTY STANDARD DETAILS
DEPARTMENT OF WATER & SEWER

STANDARD NUMBER

W-6



NOTES:

- 1) ALL PIPE IN CREEK CROSSINGS TO BE RESTRAINED JOINT, PER STANDARD NUMBER W-20.
- 2) WATERMAIN ENCASEMENT TO BE USED ONLY WHEN SPECIFIED ON PLANS.

WATERMAIN ENCASEMENT AT CREEK CROSSING

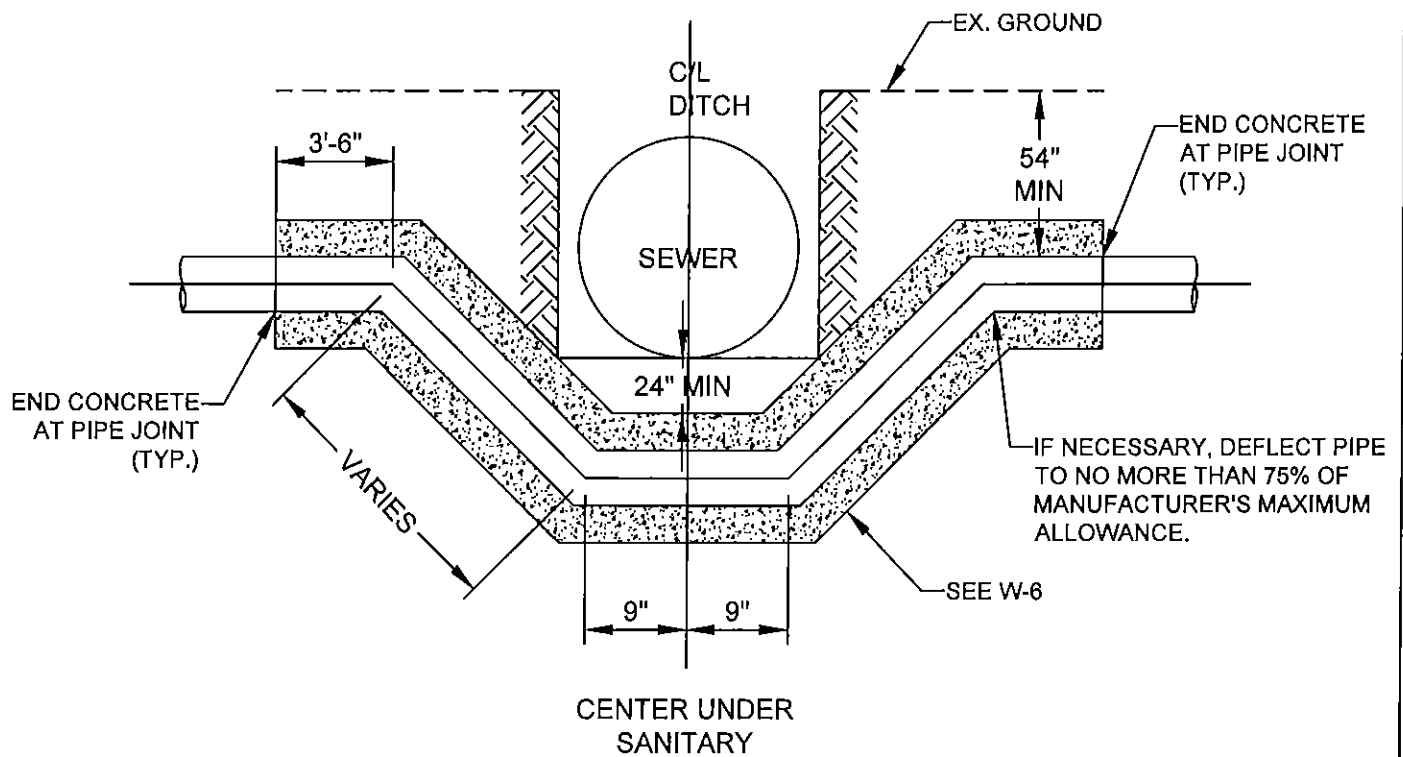
APPROVED/REVISED

APRIL, 2025

WARREN COUNTY STANDARD DETAILS
DEPARTMENT OF WATER & SEWER

STANDARD NUMBER

W-7



NOTE:

WATERMAIN ENCASEMENT TO BE USED ONLY WHEN SPECIFIED ON PLANS.

ALL PIPE IN SEWER CROSSINGS TO BE RESTRAINED JOINT, PER STANDARD NUMBER W-20

WATERMAIN ENCASEMENT AT SEWER CROSSING

APPROVED/REVISED

APRIL, 2025

WARREN COUNTY STANDARD DETAILS

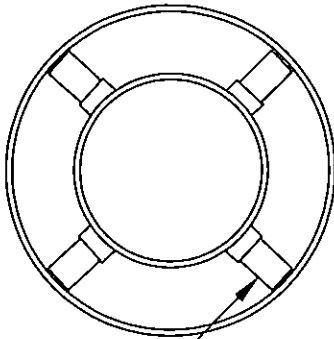
DEPARTMENT OF WATER & SEWER

STANDARD NUMBER

W-8

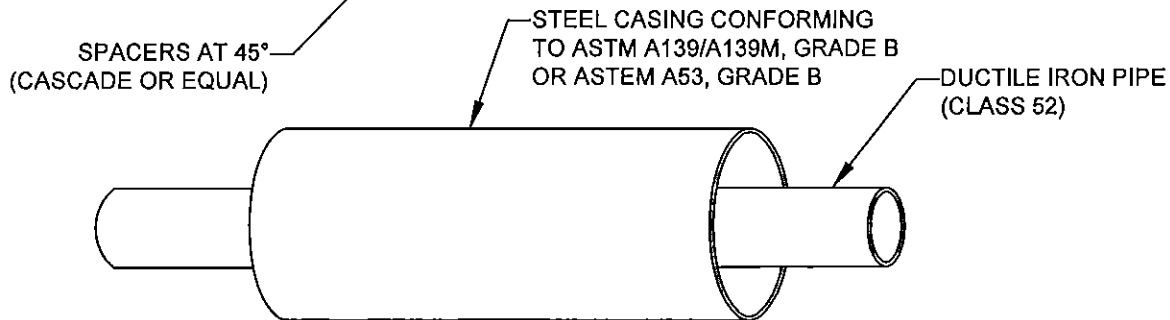
WATER PIPE SIZE - CARRIER PIPE SIZE (O.D.)-THICKNESS

4"	10"	1/4"
6"	12"	3/8"
8"	18"	3/8"
10"	20"	3/8"
12"	24"	1/2"
16"	24"	1/2"
20"	30"	1/2"
24"	36"	1/2"



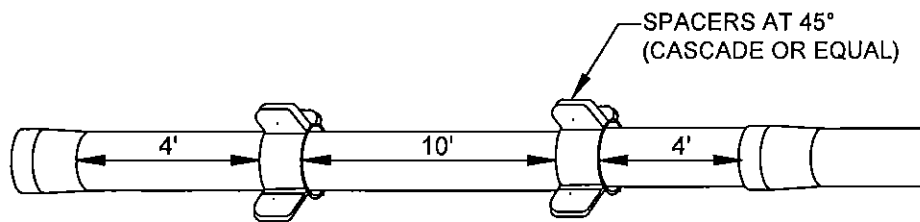
SO THAT PIPE WILL BE CENTERED IN CARRIER PIPE, THE FOLLOWING INFORMATION IS NEEDED:

1. TYPE & O.D. OF PIPE
2. TYPE OF JOINT/RESTRAINT
3. TYPE & I.D. OF CASING
4. 2 SPACER PER LENGTH OF PIPE (18")
(SEE STANDARD PLACEMENT BELOW)



NOTE:

1. RESTRAINED JOINT TO BE USED WITHIN LIMITS OF CASING
2. PACK END OF CASING WITH CONCRETE OR GRAVEL
3. CASING SPACER TO BE USED THRU CARRIER PIPE



RECOMMENDED STANDARD PLACEMENT

WATERMAIN IN CASING

APPROVED/REVISED

APRIL, 2025

WARREN COUNTY STANDARD DETAILS
DEPARTMENT OF WATER & SEWER

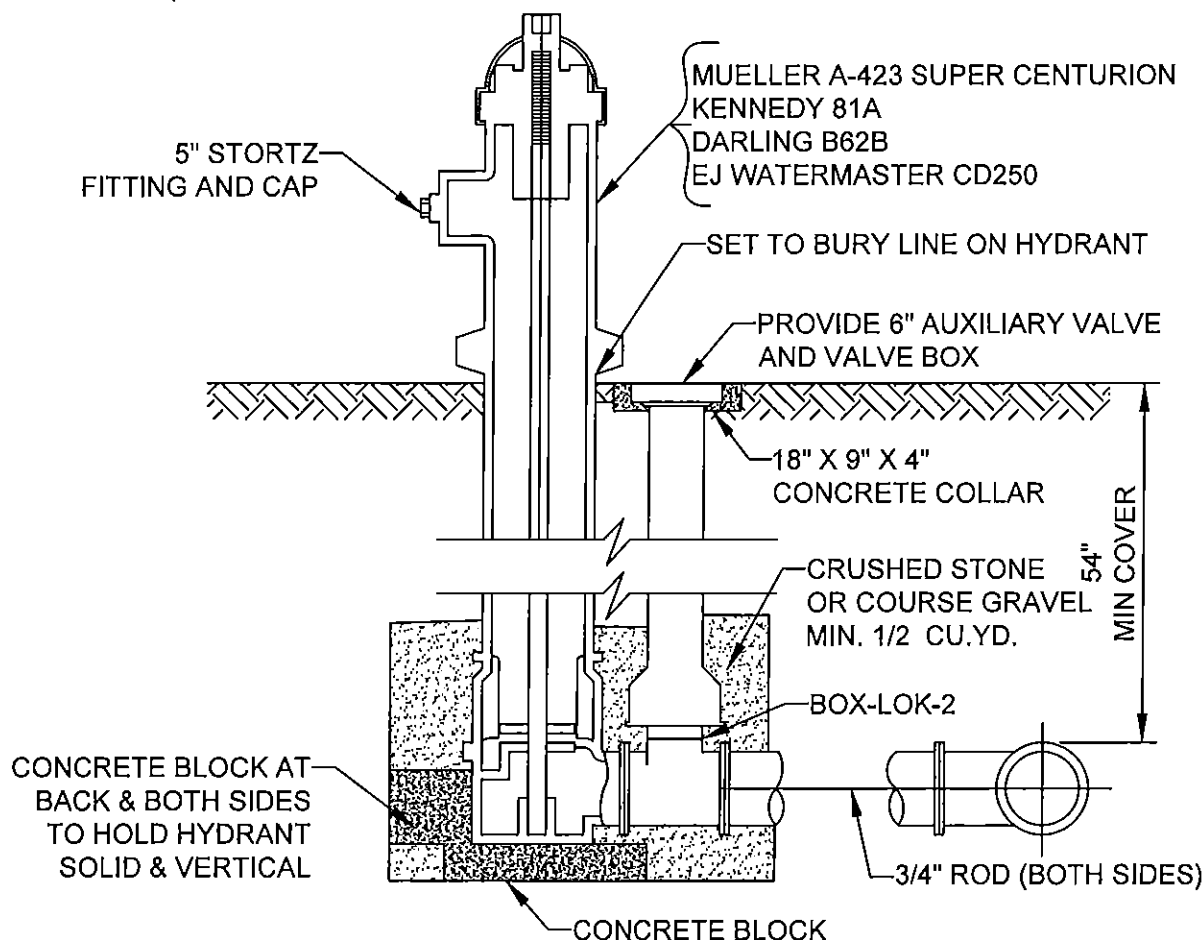
STANDARD NUMBER

W-9

W.M.	F.H. BURIAL DEPTH
6"	5'-0"
8"	5'-0"
10"	5'-0"
12"	5'-0"
16"	5'-6"
18"	5'-6"
20"	5'-6"

ALL FIRE HYDRANTS AND HYDRANT VALVES MUST OPEN LEFT.

ALL HYDRANTS TO BE 5 1/4" BRONZE TO BRONZE SEAT



NOTES:

1. ALL VALVES MUST BE RESILIENT SEATED.
2. APPROVED VALVE TYPES: CLOW, DRESSER & AMERICAN DARLING. MUST CONFORM TO AWWA C509.
3. RODDING SHALL NOT BE REQUIRED IF ANCHOR FLANGES (SPOOLS) ARE USED.
4. HYDRANTS TO BE EQUIPPED WITH PRE-ATTACHED 4.5" NST PUMPER CONNECTION WITH A 5" STORTZ FITTING AND CAP.
5. ALL HYDRANTS SHALL BE LOCATED ON PROPERTY LINES.

HYDRANT SETTING

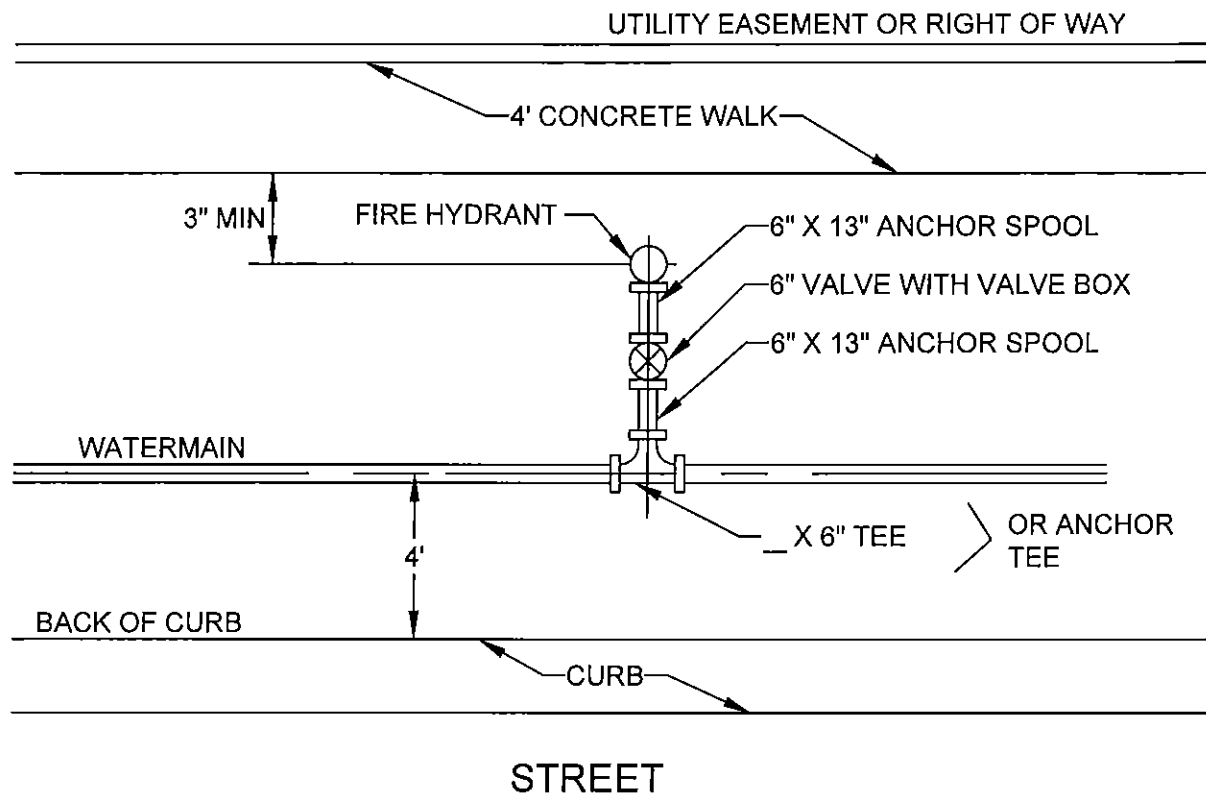
APPROVED/REVISED

APRIL, 2025

WARREN COUNTY STANDARD DETAILS
DEPARTMENT OF WATER & SEWER

STANDARD NUMBER

W-10



NOTES:

1. HYDRANT, VALVE, BEND & TEE TO BE CLOSE COUPLED (USE RESTRAINED JOINTS).
2. HYDRANT AND VALVE MUST BE A MINIMUM OF 3' FROM ANY PAVED SURFACE.
3. ALL VALVES MUST BE RESILIENT SEATED.
4. APPROVED VALVE TYPES: CLOW, DRESSER & AMERICAN DARLING. MUST CONFORM TO AWWA C509.
5. RODDING SHALL NOT BE REQ'D IF ANCHOR FLANGES (SPOOLS) ARE USED.
6. HYDRANTS TO BE EQUIPPED WITH PRE-ATTACHED 4.5" NST PUMPER CONNECTION WITH A 5" STORTZ FITTING AND CAP.

FIRE HYDRANT ARRANGEMENT

APPROVED/REVISED

APRIL, 2025

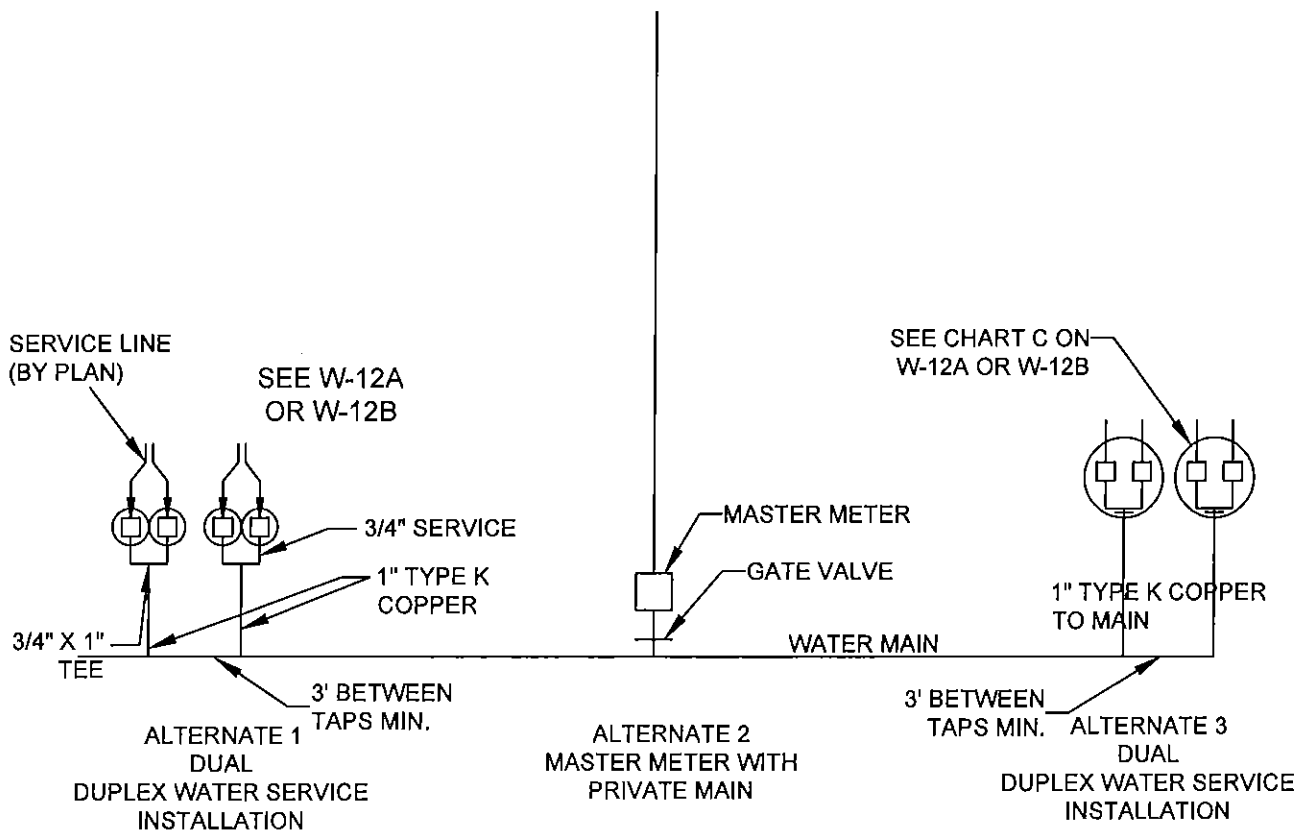
WARREN COUNTY STANDARD DETAILS
DEPARTMENT OF WATER & SEWER

STANDARD NUMBER

W-11

NOTES:

1. PRIVATE MAIN APPLICATION MUST BE ACCOMPANIED BY MAINTENANCE AGREEMENT IN PROPER FORM.
2. MULTIPLE SERVICES LINES ON SINGLE TAPS SHALL BE APPROVED BY THE COUNTY ON A CASE-BY-CASE BASIS.



(TYPICAL LAYOUT)
WATER METER SEE W-12A, W-12B, W-16, W-17A, W-17B, W-17C, AND W-17D

MULTIPLE WATER SERVICE CONNECTIONS

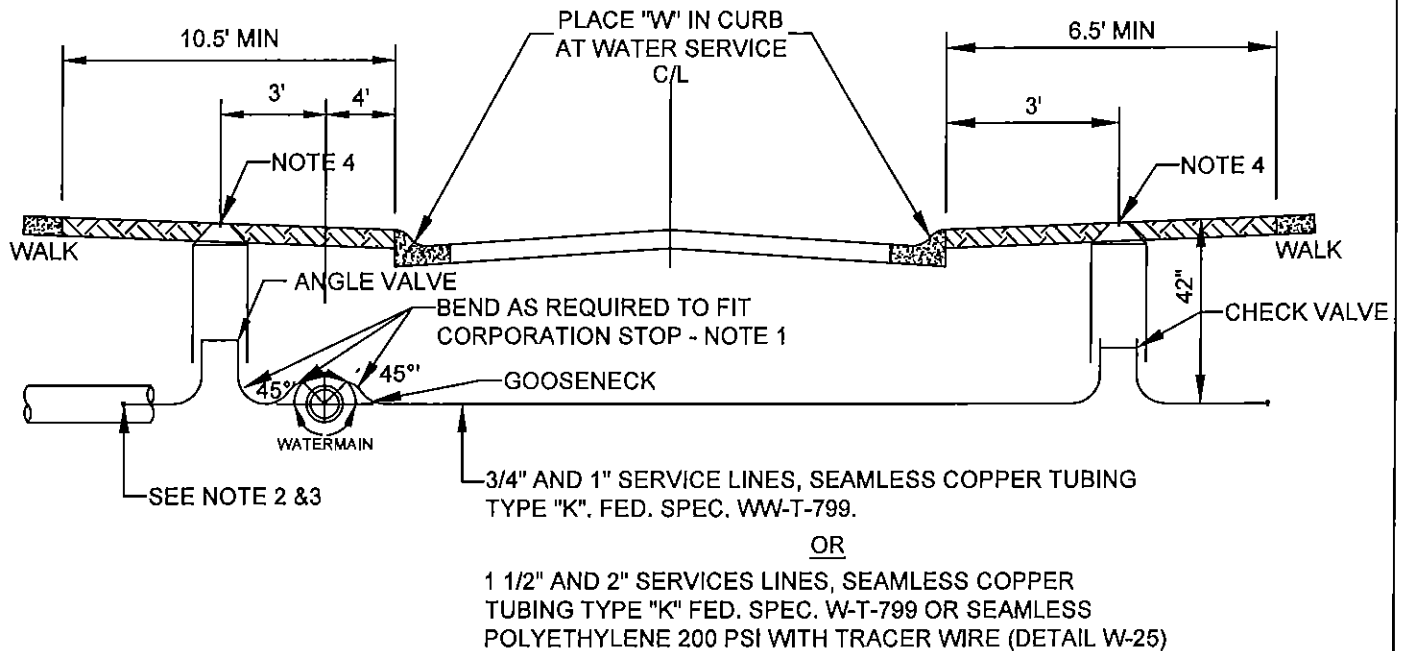
APPROVED/REVISED

APRIL, 2025

WARREN COUNTY STANDARD DETAILS
DEPARTMENT OF WATER & SEWER

STANDARD NUMBER

W-13



NOTES:

- 1) CORPORATION STOP TO BE CAST BRASS OR BRONZE. SEE W-12A OR W-12B.
- 2) ON THE SIDE OF THE ROAD WITH THE WATER MAIN, PLASTIC TUBING SHALL BE 20' +/- LONG AND EXTEND 23' BEHIND CURB TO CLEAR TELEPHONE AND ELECTRIC EASEMENTS.
- 3) CONTRACTOR SHALL PLACE 2"X4" OR LARGER POSTS, PAINTED BLUE AT BOTH ENDS OF PLASTIC CONDUIT.
- 4) CONTRACTOR SHALL INSTALL A REBAR 5' LONG VERTICALLY AT ANGLE VALVES.
- 5) WATER MAIN WITHIN 3' OF BACK OF CURB MUST HAVE ODOT #304 BACKFILL, COMPACTED IN 8" LIFTS.

TYPICAL WATER SYSTEM DETAIL

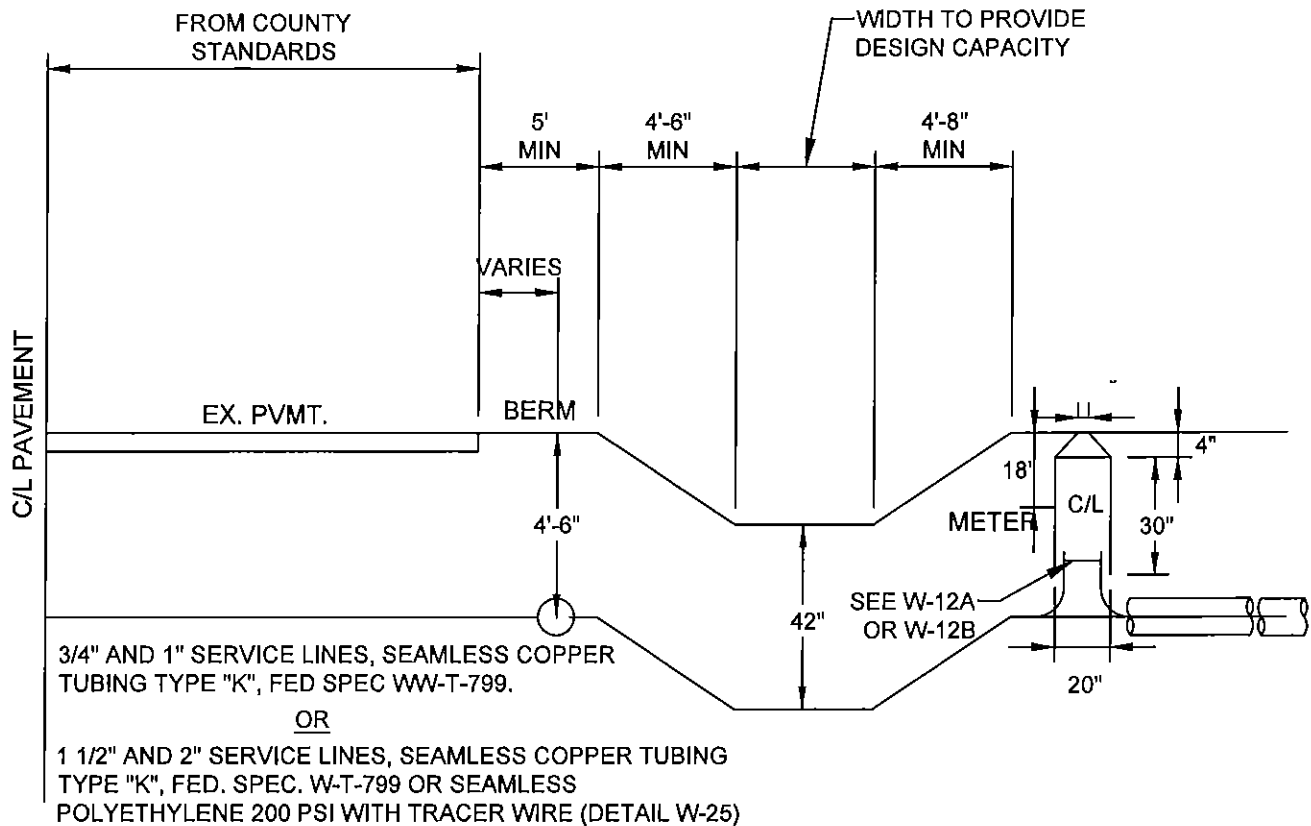
APPROVED/REVISED

APRIL, 2025

WARREN COUNTY STANDARD DETAILS
DEPARTMENT OF WATER & SEWER

STANDARD NUMBER

W-14



NOTES:

- 1) CORPORATION STOP TO BE CAST BRASS OR BRONZE. SEE W-12A OR W-12B.
- 2) PLASTIC CONDUIT (2" ID) SHALL BE 20' +/- LONG AND EXTEND A MINIMUM OF 2' INTO THE LOTS TO CLEAR UTILITY EASEMENTS.
- 3) CONTRACTOR SHALL PLACE 2"X4" OR LARGER POSTS, PAINTED BLUE AT BOTH ENDS OF PLASTIC CONDUIT.
- 4) CONTRACTOR SHALL INSTALL A REBAR 5' LONG VERTICALLY AT ANGLE VALVES.
- 5) WATER MAIN WITHIN 3' OF BACK OF CURB MUST HAVE ODOT #304 BACKFILL, COMPACTED IN 8" LIFTS.

DITCH AND METER LOCATION

APPROVED/REVISED

APRIL, 2025

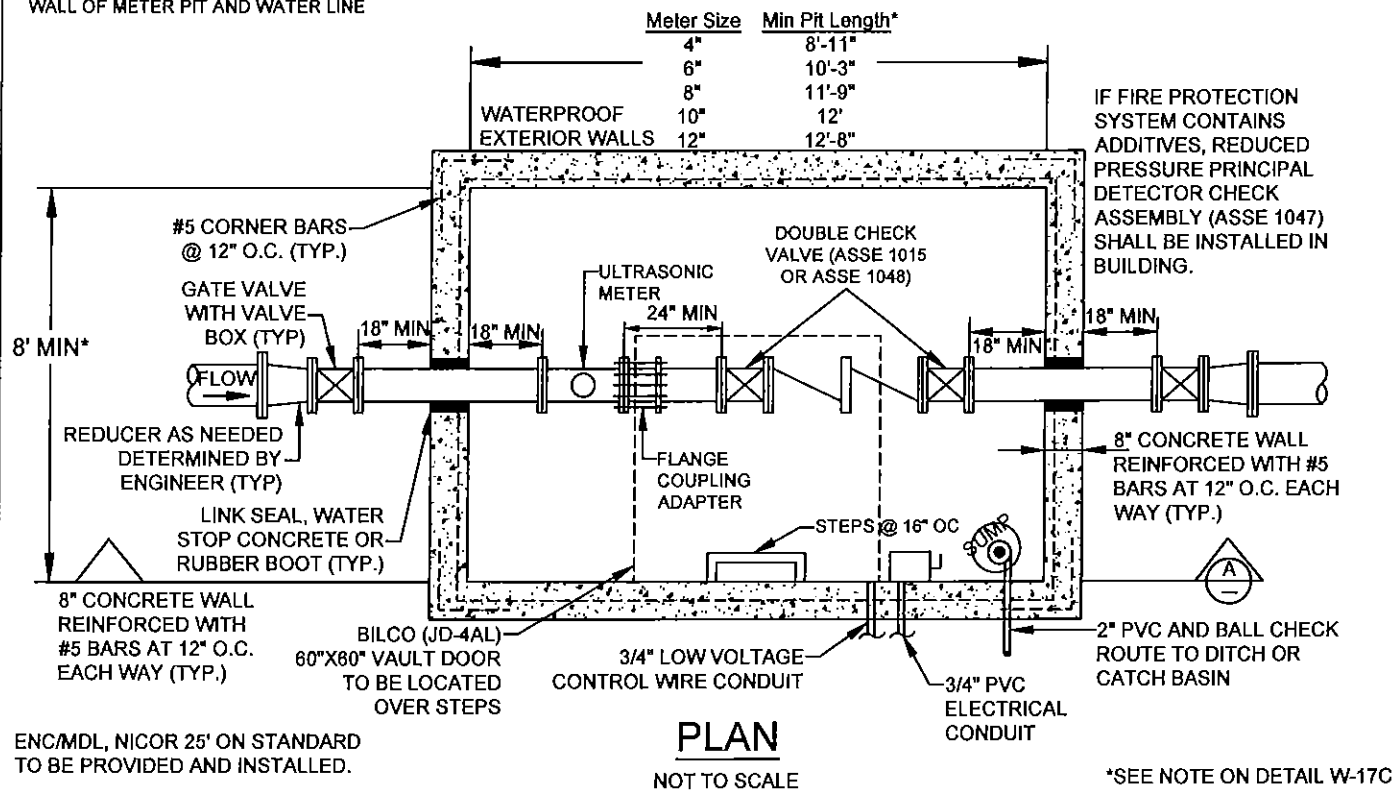
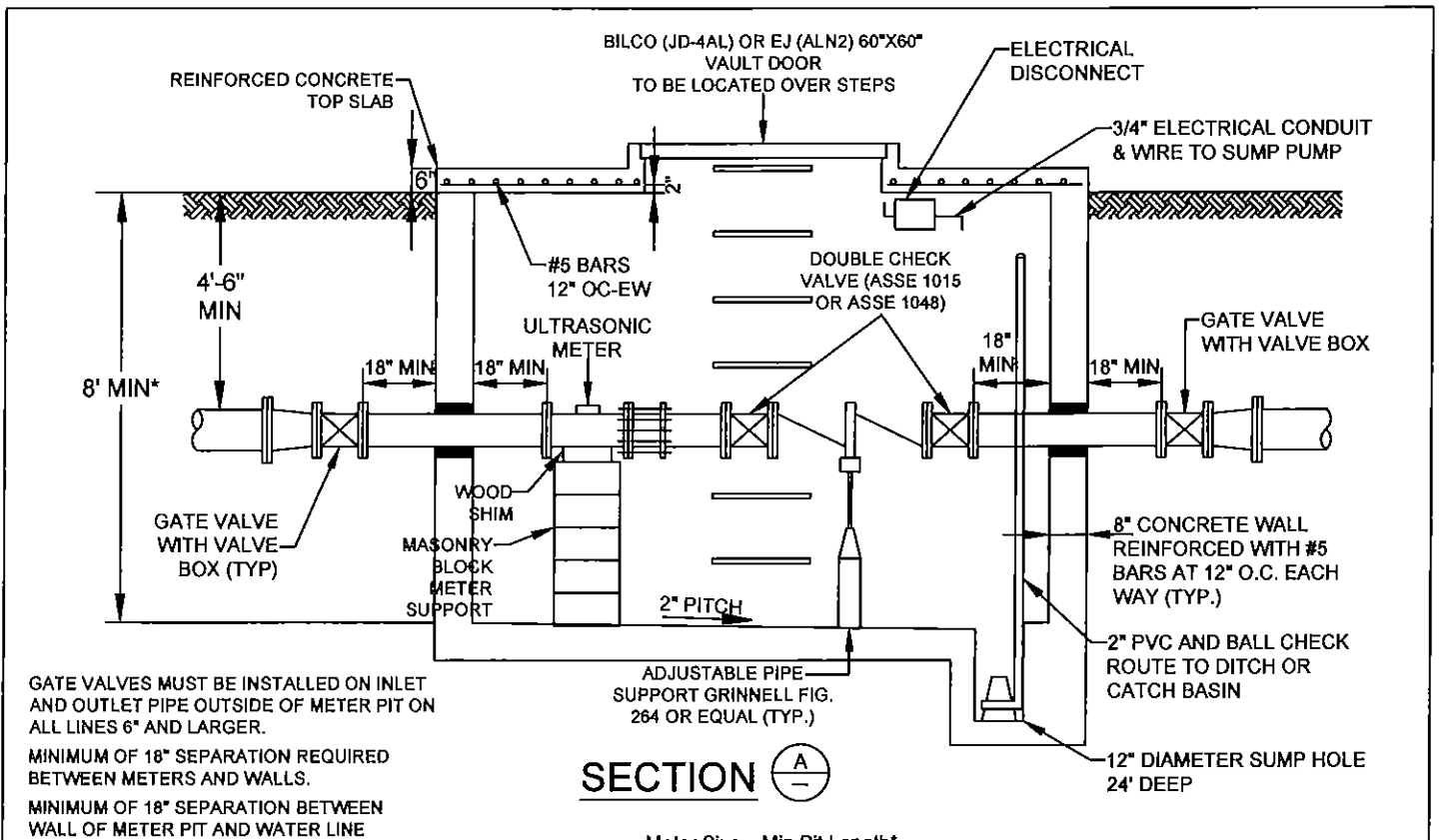
WARREN COUNTY STANDARD DETAILS
DEPARTMENT OF WATER & SEWER

STANDARD NUMBER

W-15



W-16



COMBINATION FIRE/DOMESTIC METER PIT

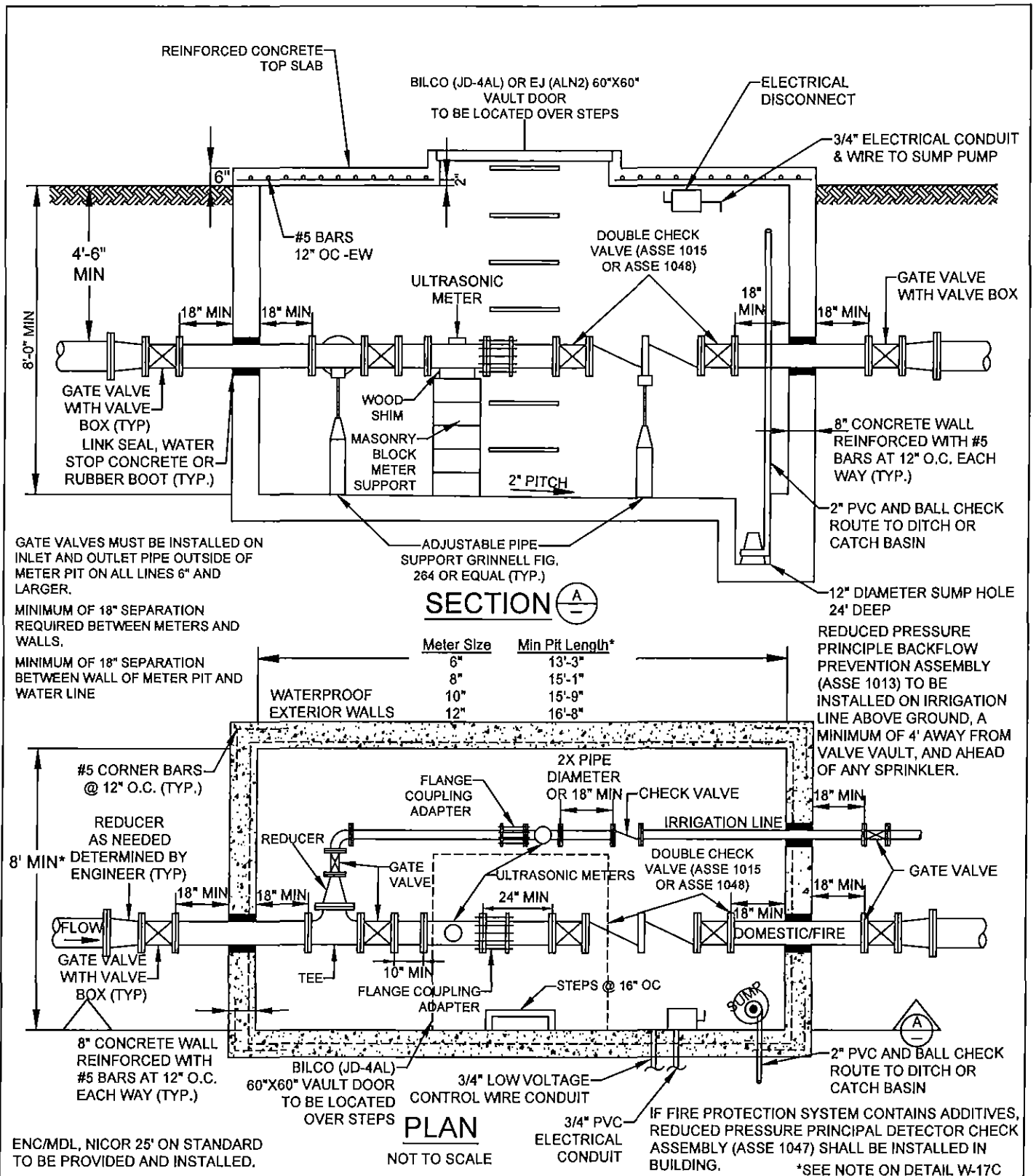
APPROVED/REVISED

APRIL, 2025

WARREN COUNTY STANDARD DETAILS
DEPARTMENT OF WATER & SEWER

STANDARD NUMBER

W-17A



COMBINATION FIRE/DOMESTIC METER PIT WITH IRRIGATION LINE

APPROVED/REVISED

APRIL, 2025

WARREN COUNTY STANDARD DETAILS
DEPARTMENT OF WATER & SEWER

STANDARD NUMBER

W-17B

GATE VALVES - AWWA RESILIENT SEATED WITH CAST IRON BODY, BRONZE MOUNTED, FLANGED CONNECTIONS, NONRISING STEM, FUSION EPOXY COATING, 400 PSI HYDROSTATIC RATED.

CHECK VALVES- AWWA 508 SWING CHECK VALVE WITH CAST IRON BODY, DOUBLE BRONZE SIDE PLUG CONNECTIONS, WITH LEVER-AND-WIGHT, FUSION EPOXY COATING, 400 PSI HYDROSTATIC RATED.

ULTRASONIC METERS -

ALL WATER METERS SIZE 3" AND LARGER, SHALL PROVIDED BY DEVELOPER/OWNER AND SHALL BE ONE OF THE FOLLOWING:

1. OCTAVE ULTRASONIC METERS BY MASTER METER WITH BADGER TRANSPONDER
2. E-SERIES G2 ULTRASONIC METER BY BADGER METER WITH BADGER TRANSPONDER.

FLANGED COUPLING

ADAPTORS - FLANGED ADAPTOR CONNECTIONS FOR PLAIN END PIPE AT FITTINGS AND VALVES SHALL BE DRESSER STYLE 127 OR 128, OR EQUAL.

VAULT DOOR - 60" X 60" DOUBLE LEAF ALUMINUM DIAMOND PLATE WITH HOLD OPEN ARM LOCKS. GREEN SPACE AREA HATCHES RATED FOR 300 PSF. TRAFFIC AREAS SHALL BE AASHTO H-20. DOORS SHALL BE JD-4AL, JD-4AL H20 BY BILCO, EJ ALN2, OR EQUAL.

SUMP PUMP - SUBMERSIBLE PUMP WITH AUTOMATIC LEVEL CONTROL, 115V SINGLE PHASE, DISCHARGE 25 - 30 GPM AT 10 FT TDH. SUMP PUMP OPERATION AND MAINTENANCE IS THE RESPONSIBILITY OF THE OWNER.

PIPING - ALL PIPING 3" AND LARGER SHALL BE CLASS 52 DUCTILE IRON WITH FLANGED FITTINGS. PIPING SMALLER THAN 3" SHALL BE THREADED STEEL. DOMESTIC AND SPRINKLER LINES SHALL BE TYPE K COPPER THROUGH THE VAULT.

BACKFLOW

PREVENTER - FIRE: ASSE 1048 DOUBLE CHECK DETECTOR OR ASSE 1015 DOUBLE CHECK VALVE. ASSE 1047 REDUCED PRESSURE PRINCIPLE DETECTOR IF ADDITIVES IN SYSTEM. ASSE 1047 TO BE INSTALLED IN THE BUILDING.

1. ASSE 1015 & 1048 AND NSF/ANSI 61 APPROVED MODELS:

A. ZURN WILKINS, MODEL 350, 350A, 250AST, 250DA, 250ADA, 350ASTDA, 450, OR 450 DA.

B. WATTS, SERIES 757, 757N, LF709, 774, LF757DCDA, LF757NDCDA, OR 774DCDA.

2. ASSE 1047 AND NSF/ANSI 61 APPROVED MODELS:

A. ZURN WILKINS MODEL 375DA, 375ADA, 374ASTDA, 475DA, OR 475 DAN.

WATTS, SERIES 909RPDA, 994RPDA, OR LF957RPDA.

DOMESTIC: ASSE 1013 REDUCED PRESSURE PRINCIPLE BACKFLOW PREVENTION ASSEMBLY INSTALLED IMMEDIATELY UPON ENTRY OF STRUCTURE.

IRRIGATION: ASSE 1013 REDUCED PRESSURE PRINCIPLE BACKFLOW PREVENTION ASSEMBLY INSTALLED A MINIMUM OF 18" ABOVE GROUND, A MINIMUM OF 4' AWAY FROM VALVE VAULT, AND BEFORE ANY SPRINKLERS.

THE OPERATION AND MAINTENANCE OF ALL BACKFLOW PREVENTERS IS THE RESPONSIBILITY OF THE PROPERTY OWNER.

VAULT SIZES- DIMENSIONS OF VAULT ARE MINIMUM SIZES ONLY, DESIGNER/ CONTRACTOR IS RESPONSIBLE FOR VERIFYING EQUIPMENT LENGTHS AND MAINTAINING MINIMUM DISTANCES SHOWN .

LARGE WATER METER PIT EQUIPMENT SCHEDULE

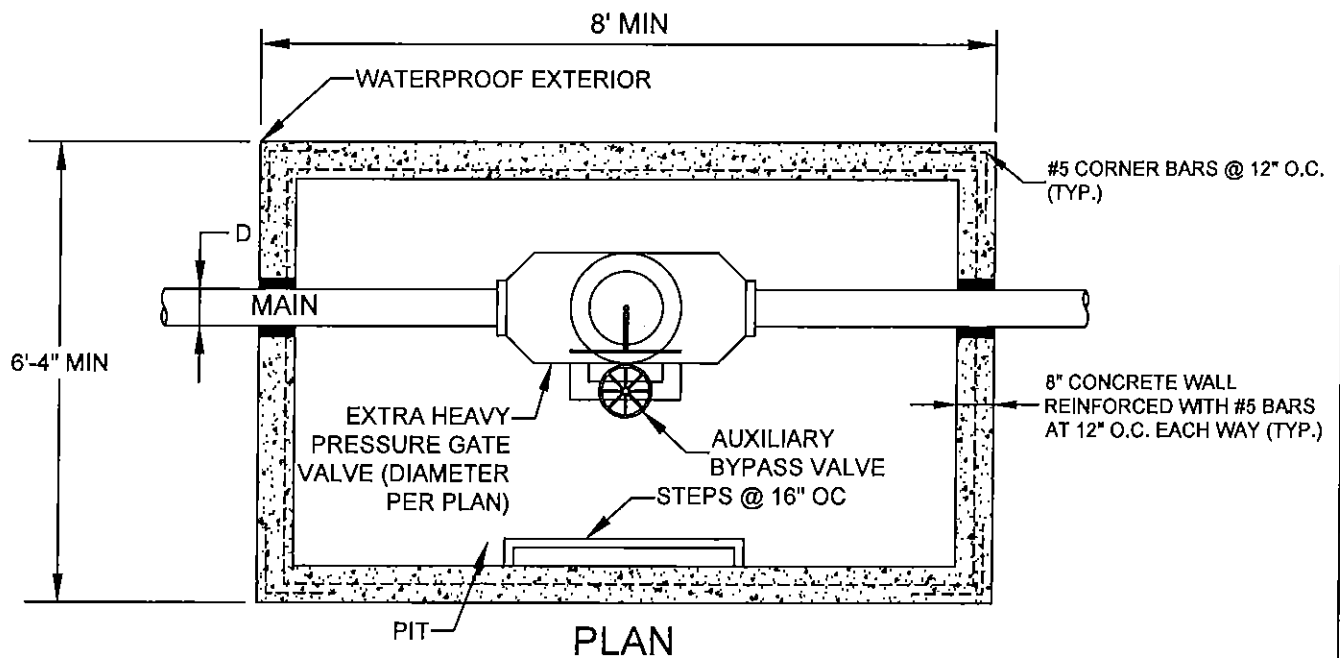
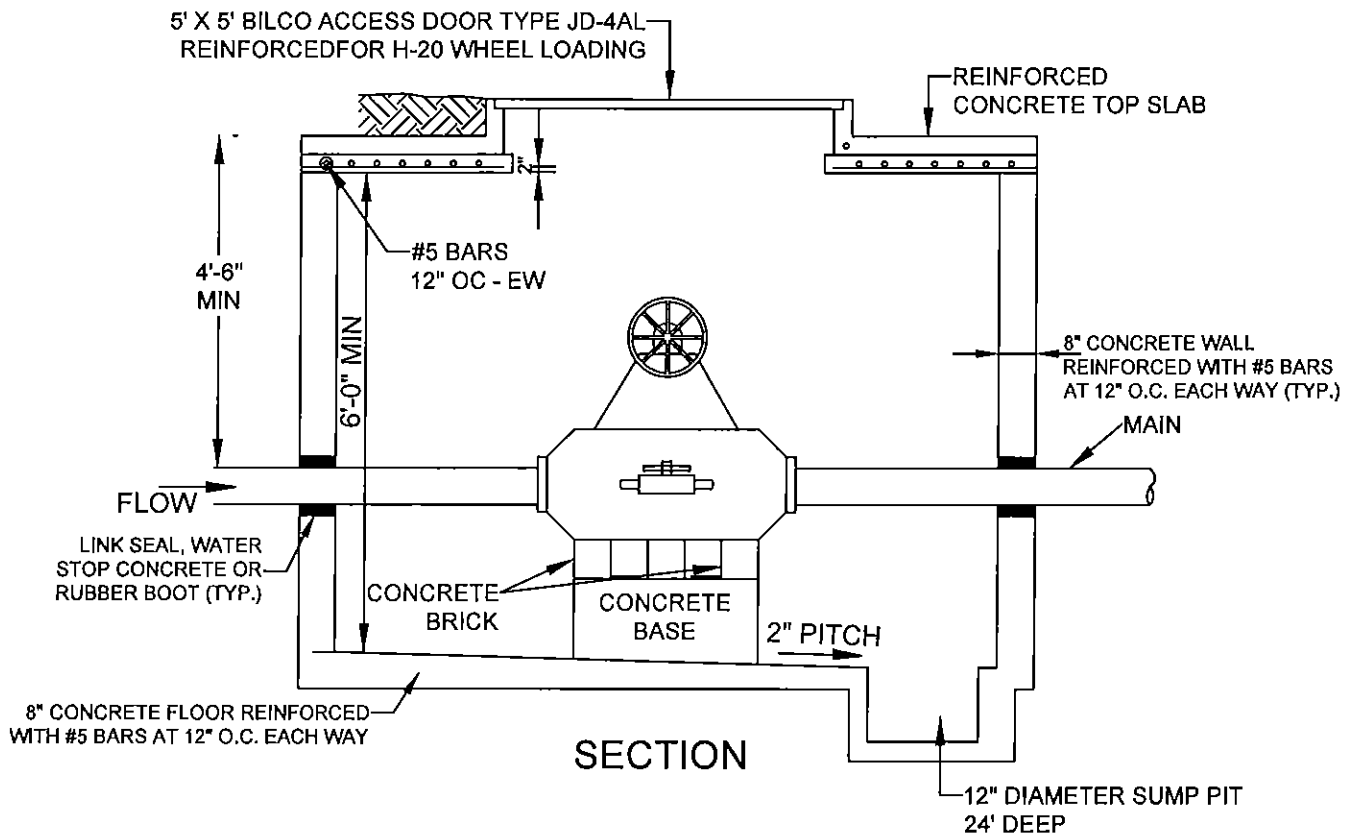
APPROVED/REVISED

APRIL, 2025

WARREN COUNTY STANDARD DETAILS
DEPARTMENT OF WATER & SEWER

STANDARD NUMBER

W-17C



*NOTE: DIMENSIONS OF VAULT ARE MINIMUM SIZES ONLY, DESIGNER/ CONTRACTOR IS RESPONSIBLE FOR VERIFYING EQUIPMENT LENGTHS AND MAINTAINING MINIMUM DISTANCES SHOWN .

VALVE PIT

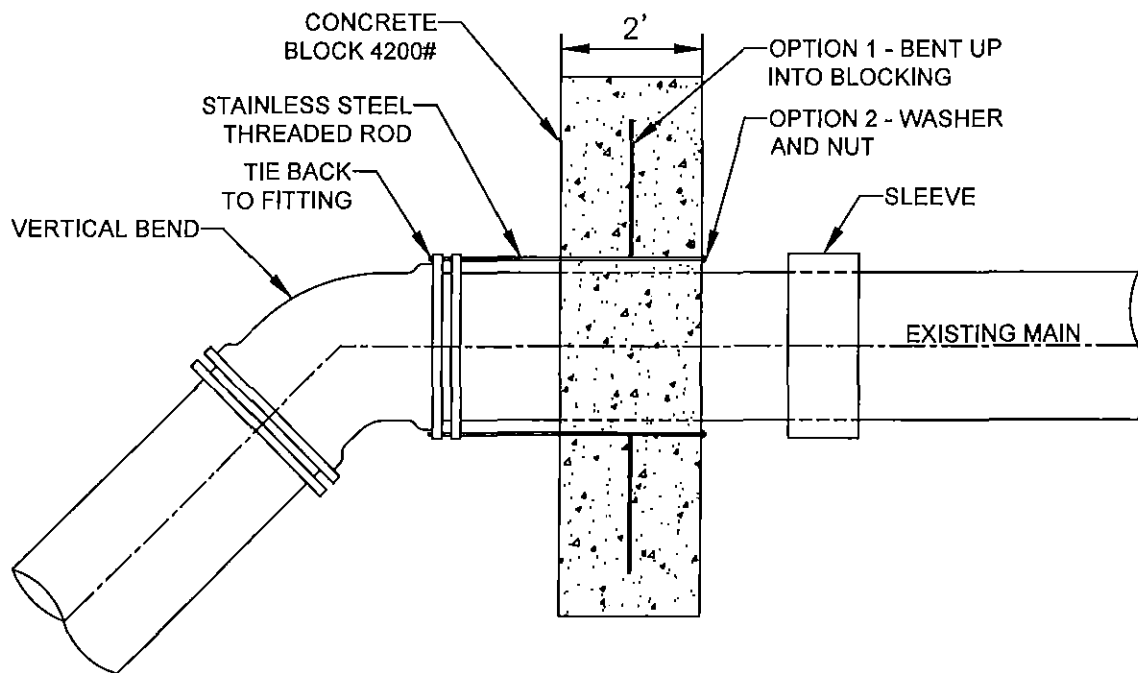
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APRIL, 2025

WARREN COUNTY STANDARD DETAILS
DEPARTMENT OF WATER & SEWER

STANDARD NUMBER

W-18



VERTICAL BEND RESTRAINT - BLOCK DETAIL

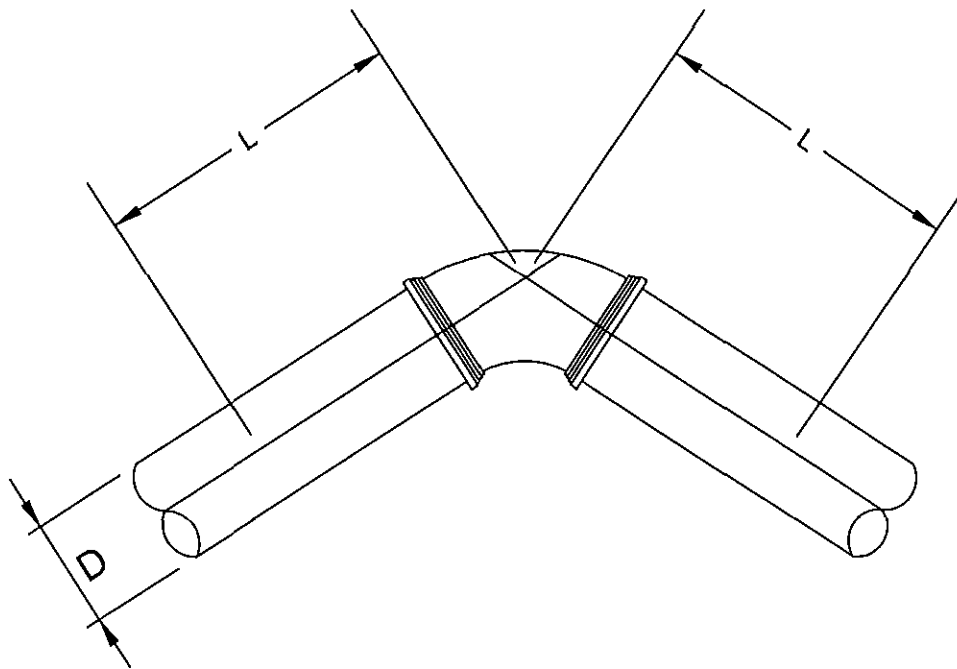
APPROVED/REVISED

APRIL, 2025

WARREN COUNTY STANDARD DETAILS
DEPARTMENT OF WATER & SEWER

STANDARD NUMBER

W-19



MINIMUM 60' OF RESTRAINED JOINT PIPE (RJP) IS REQUIRED BEFORE AND AFTER ALL HORIZONTAL AND VERTICAL BENDS. REFER TO TABLE BELOW.

RESTRAINT OPTIONS:

MECHANICAL JOINT W/MEGALUGS ~ ALL SIZES OF PIPE

US TR FLEX OR AMERICAN FLEX RING ~ ALL SIZES OF PIPE

MJ FIELD LOCKS ~ < 24" PIPE

TABLE
REQUIRED LENGTH OF RESTRAINED JOINTS
D - DIAMETER OF PIPE
L - LENGTH OF PIPE

D	4"	6"	8"	10"	12"	16"	20"	24"
L	60'	60'	60'	60'	66'	98'	125'	145'

NOTES:

1. ALL HORIZONTAL AND VERTICAL BENDS SHALL BE LABELED WITH TYPE AND STATIONING.
2. LABEL LIMITS OF REQUIRED RESTRAINED JOINTS WITH STATIONING.

REQUIRED RESTRAINED JOINTS FOR BENDS

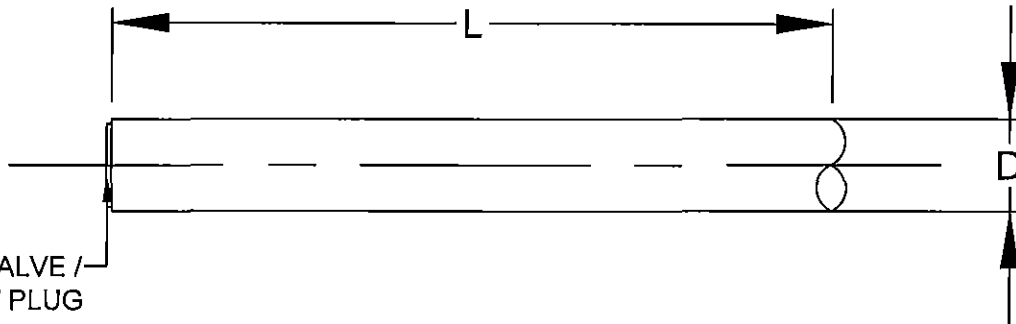
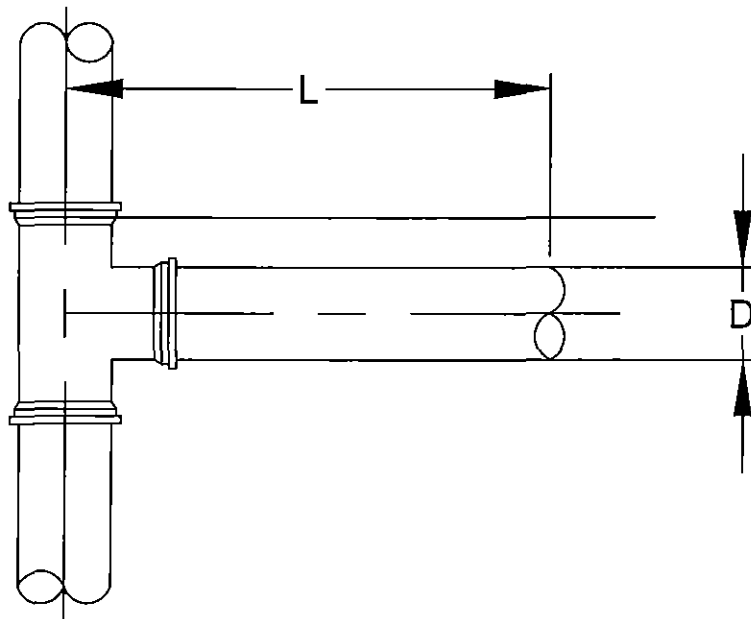
APPROVED/REVISED

APRIL, 2025

WARREN COUNTY STANDARD DETAILS
DEPARTMENT OF WATER & SEWER

STANDARD NUMBER

W-20



MINIMUM 60' OF RESTRAINED JOINT PIPE (RJP) IS REQUIRED BEFORE AND AFTER ALL HORIZONTAL AND VERTICAL BENDS. REFER TO TABLE BELOW.

RESTRAINT OPTIONS:

MECHANICAL JOINT W/MEGALUGS ~ ALL SIZES OF PIPE

US TR FLEX OR AMERICAN FLEX RING ~ ALL SIZES OF PIPE

MJ FIELD LOCKS ~ < 24" PIPE

TABLE
REQUIRED LENGTH OF RESTRAINED JOINTS
D - DIAMETER OF PIPE
L - LENGTH OF PIPE

D	4"	6"	8"	10"	12"	16"	20"	24"
L	60'	60'	60'	60'	66'	98'	125'	145'

NOTES:

1. ALL DEAD END VALVES, PLUGS, CAPS AND TEES SHALL BE LABELED WITH STATIONING.
2. LABEL LIMITS OF REQUIRED RESTRAINED JOINTS WITH STATIONING.

REQUIRED RESTRAINED JOINTS - DEAD END VALVES
PLUGS, CAPS & TEES

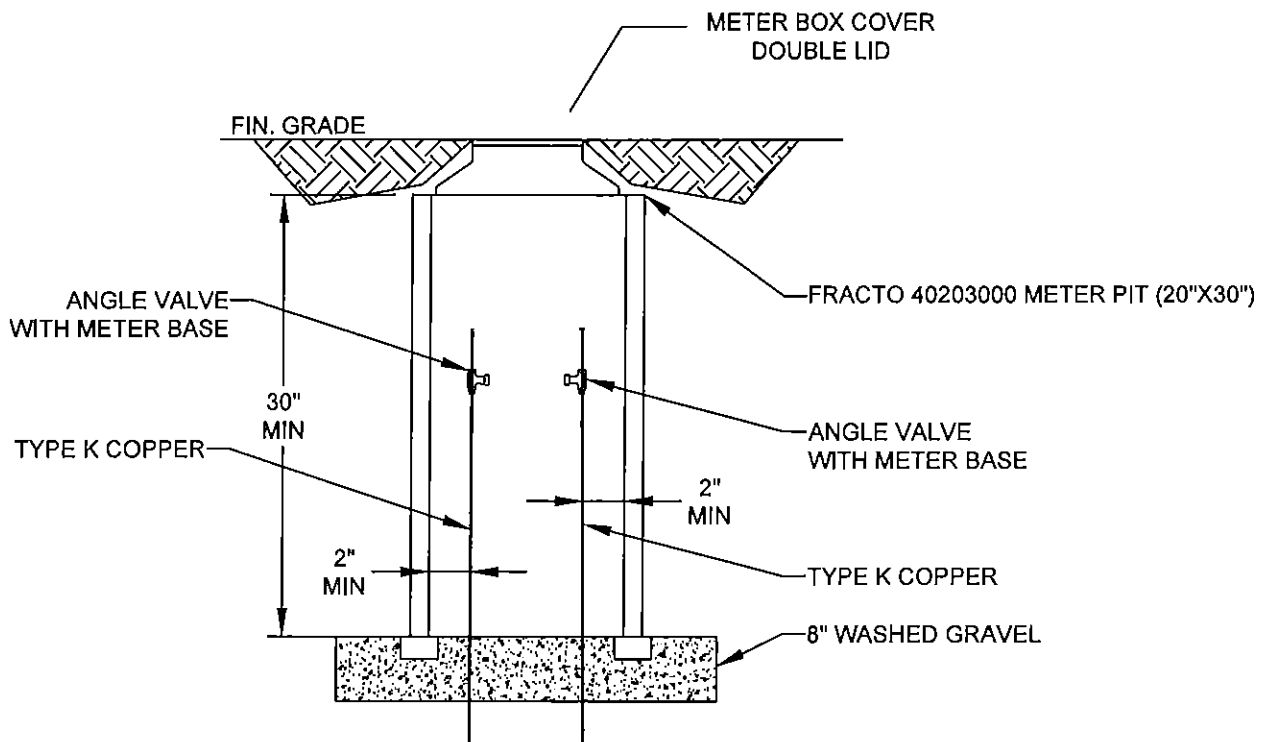
APPROVED/REVISED

APRIL, 2025

WARREN COUNTY STANDARD DETAILS
DEPARTMENT OF WATER & SEWER

STANDARD NUMBER

W-21



NOTE:

CONNECT ON BOTH SIDES OF MAIN LINE GATE VALVE WITH 3/4" TYPE K COPPER CORP STOPS. INSTALL METER PIT & LID WITH 3/4" TYPE K COPPER LINES A MINIMUM OF 18" BELOW METER LID. ONE (1) ANGLE VALVE WITH METER BASE SHALL BE INSTALLED ON BOTH LINES.

METER TEST PIT AT CREEK CROSSING

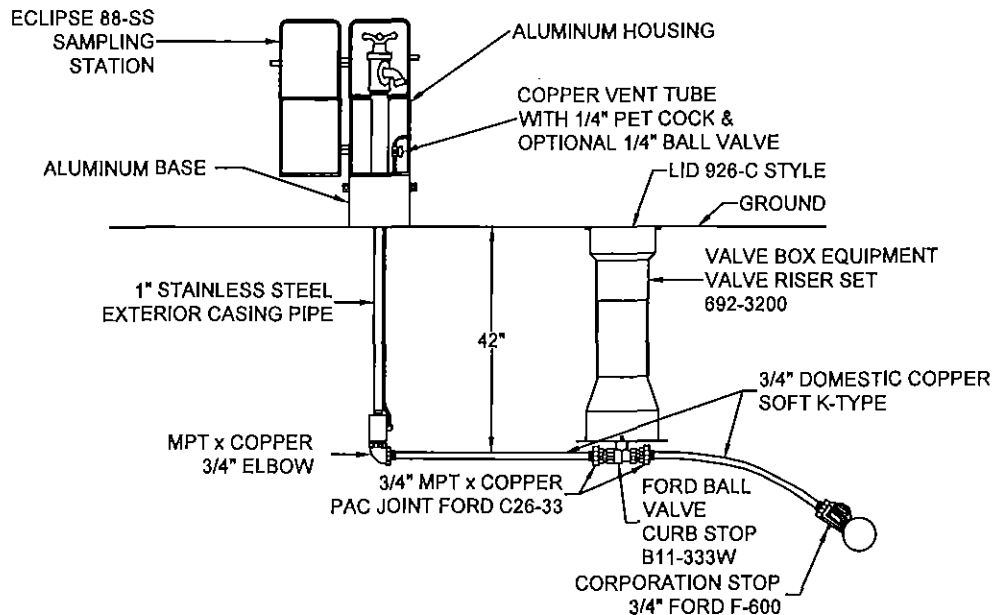
APPROVED/REVISED

APRIL, 2025

WARREN COUNTY STANDARD DETAILS
DEPARTMENT OF WATER & SEWER

STANDARD NUMBER

W-22



SAMPLING STATION TO BE REQUIRED ON EVERY NEW PLATTED SUBDIVISION.

SAMPLING STATIONS SHALL BE BURIED 42", WITH A 3/4" FIP INLET AND A (3/4" HOSE OR UNTHREADED) NOZZLE.

ALL STATIONS SHALL BE ENCLOSED IN A LOCKABLE, NONREMOVABLE, ALUMINUM CAST HOUSING.

WHEN OPENED, THE STATION SHALL REQUIRE NO KEY FOR OPERATION, AND THE WATER WILL FLOW IN AN ALL BRASS WATERWAY.

ALL WORKING PARTS WILL ALSO BE OF BRASS AND BE REMOVABLE FROM ABOVE GROUND WITH NO DIGGING. EXTERIOR PIPING SHALL BE BRASS OR STAINLESS STEEL.

A COPPER VENT TUBE WILL ENABLE EACH STATION TO BE PUMPED FREE OF STANDING WATER TO PREVENT FREEZING AND TO MINIMIZE BACTERIA GROWTH.

ECLIPSE NO. #88-SS SAMPLING STATION SHALL BE MAUFACTURED BY KUPFERIA FOUNDRY, ST LOUIS, MO 63102.

SAMPLING STATION

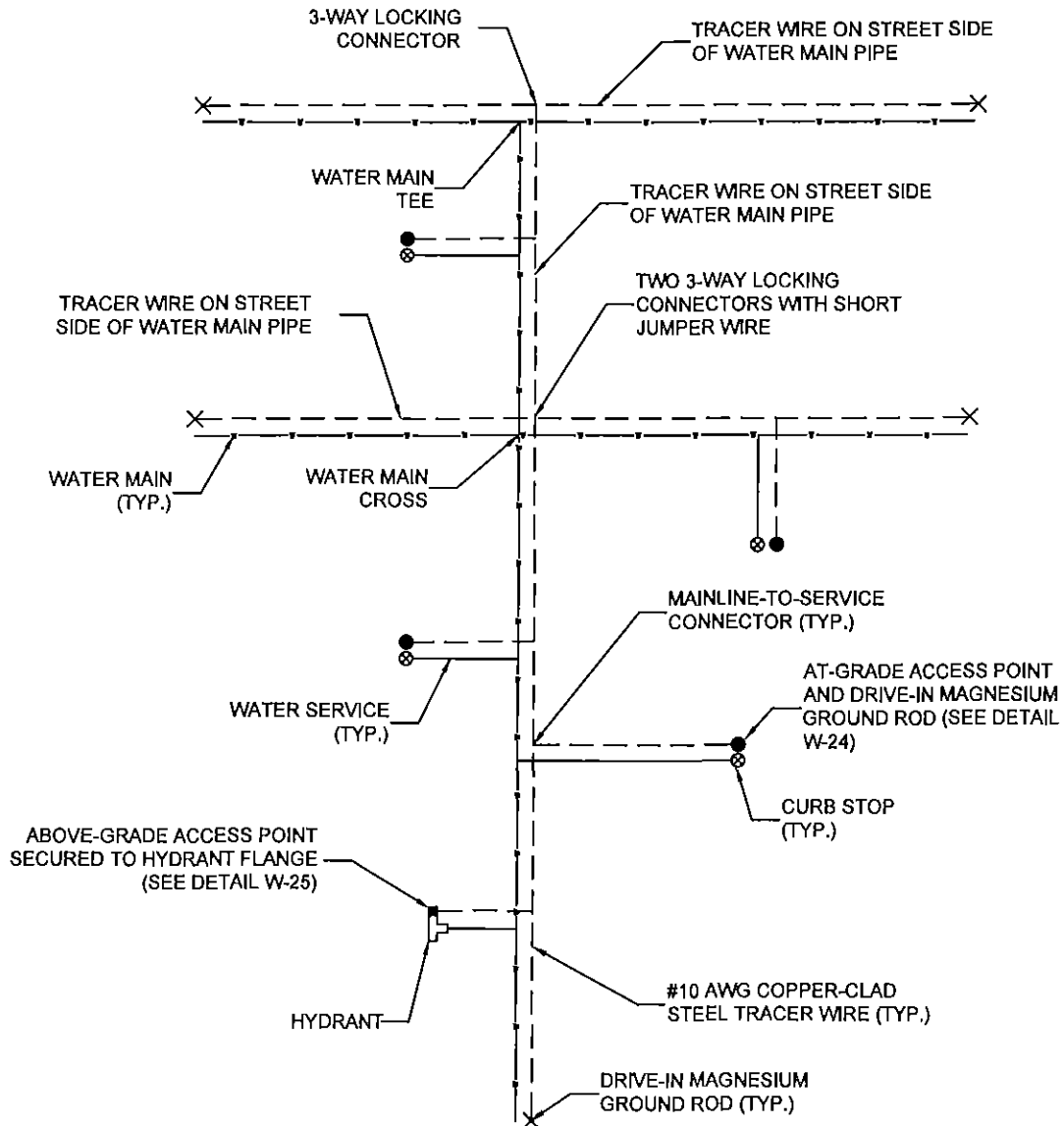
APPROVED/REVISED

MARCH, 2025

WARREN COUNTY STANDARD DETAILS
DEPARTMENT OF WATER & SEWER

STANDARD NUMBER

W-23



NOTES:

1. WIRE SHOWN AWAY FROM PIPE FOR CLARITY.
2. WIRE SHALL BE INSTALLED ON THE BOTTOM SIDE OF THE PIPE BELOW THE SPRING LING.
3. THE WIRE SHALL BE FASTENED TO THE PIPE WITH TAPE OR PLASTIC TIES AT 5' INTERVALS.
4. TRACER WIRE SHALL BE COPPERHEAD INDUSTRIES, PART NO. 1030B-HS, OR EQUAL.
5. AT-GRADE ACCESS POINT SHALL BE COPPERHEAD INDUSTRIES, PART NO. RB14B2T-SW, OR EQUAL.
6. ABOVE GRADE ACCESS POINT SHALL BE COPPERHEAD INDUSTRIES, PART NO. T2-B-FLPKG, OR EQUAL.
7. 3-WAY LOCKING CONNECTORS SHALL BE COPPERHEAD INDUSTRIES, PART NO. LSC1030C, OR EQUAL.
8. MAINLINE TO SERVICE CONNECTOR SHALL BE COPPERHEAD INDUSTRIES, PART NO. 3WB-01, OR EQUAL.

TRACER WIRE - PLAN

APPROVED/REVISED

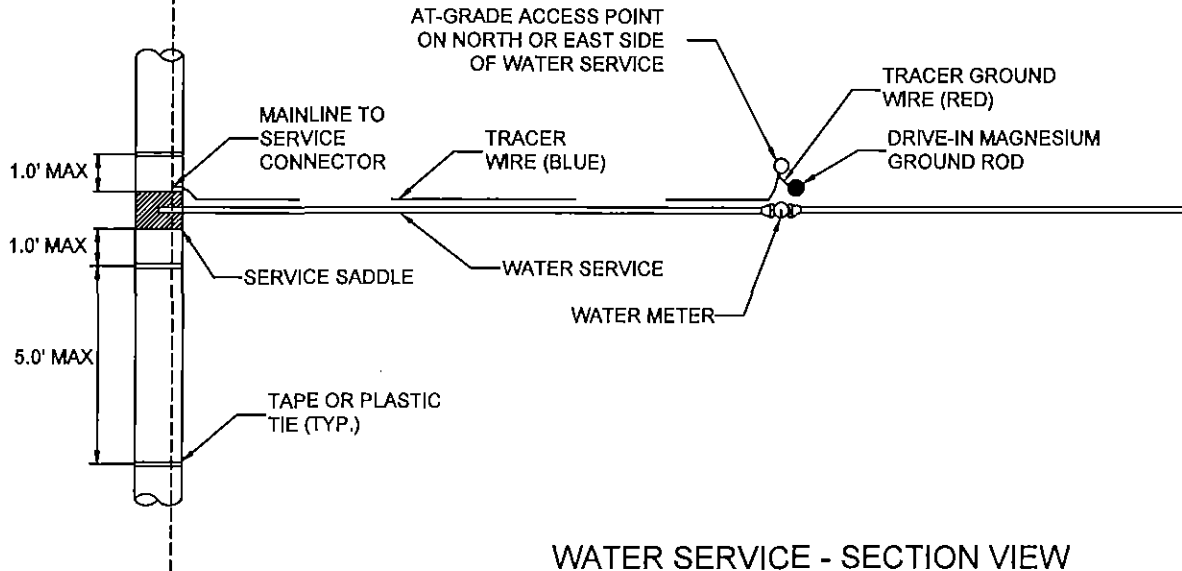
APRIL, 2025

WARREN COUNTY STANDARD DETAILS
DEPARTMENT OF WATER & SEWER

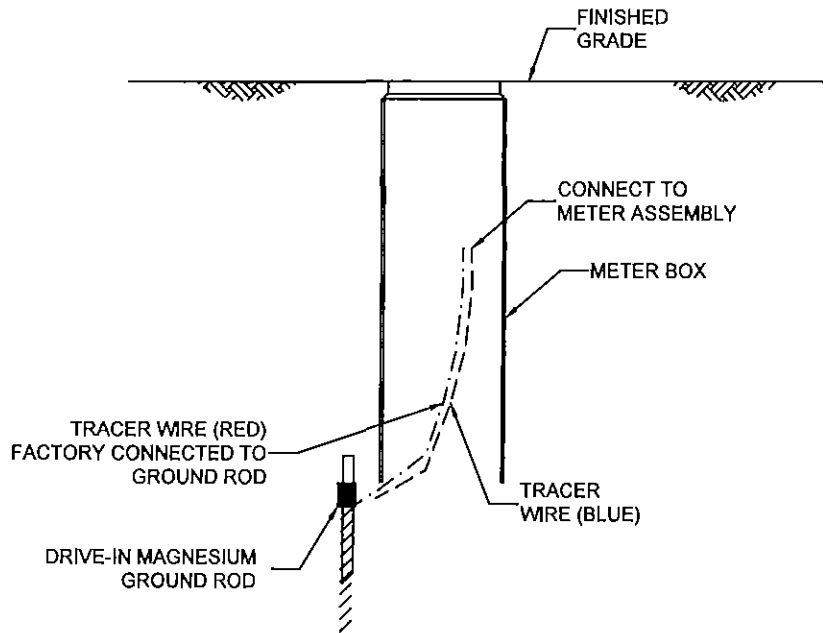
STANDARD NUMBER

W-24

WATER SERVICE - PLAN VIEW



WATER SERVICE - SECTION VIEW



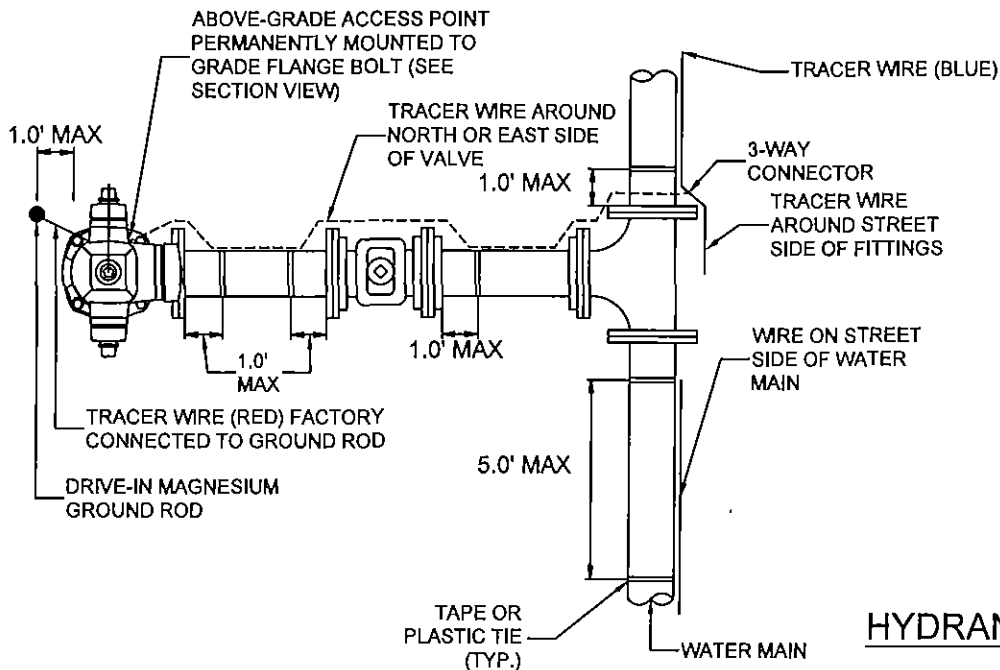
NOTES:

1. WIRE SHOWN AWAY FROM PIPE FOR CLARITY.
2. WIRE SHALL BE INSTALLED ON THE BOTTOM SIDE OF THE PIPE BELOW THE SPRING LING.
3. THE WIRE SHALL BE FASTENED TO THE PIPE WITH TAPE OR PLASTIC TIES AT 5' INTERVALS.
4. TRACER WIRE SHALL BE COPPERHEAD INDUSTRIES, PART NO. 1030B-HS, OR EQUAL.
5. AT-GRADE ACCESS POINT SHALL BE COPPERHEAD INDUSTRIES, PART NO. RB14B2T-SW, OR EQUAL.
6. ABOVE GRADE ACCESS POINT SHALL BE COPPERHEAD INDUSTRIES, PART NO. T2-B-FLPKG, OR EQUAL.
7. 3-WAY LOCKING CONNECTORS SHALL BE COPPERHEAD INDUSTRIES, PART NO. LSC1030C, OR EQUAL.
8. MAINLINE TO SERVICE CONNECTOR SHALL BE COPPERHEAD INDUSTRIES, PART NO. 3WB-01, OR EQUAL.
9. GROUND ROD AND TRACER WIRE SHALL BE COPPERHEAD INDUSTRIES, PART NO. ANO-12, OR EQUAL.

TRACER WIRE - WATER SERVICE PLAN

APPROVED/REVISED	WARREN COUNTY STANDARD DETAILS DEPARTMENT OF WATER & SEWER	STANDARD NUMBER
APRIL, 2025		W-25

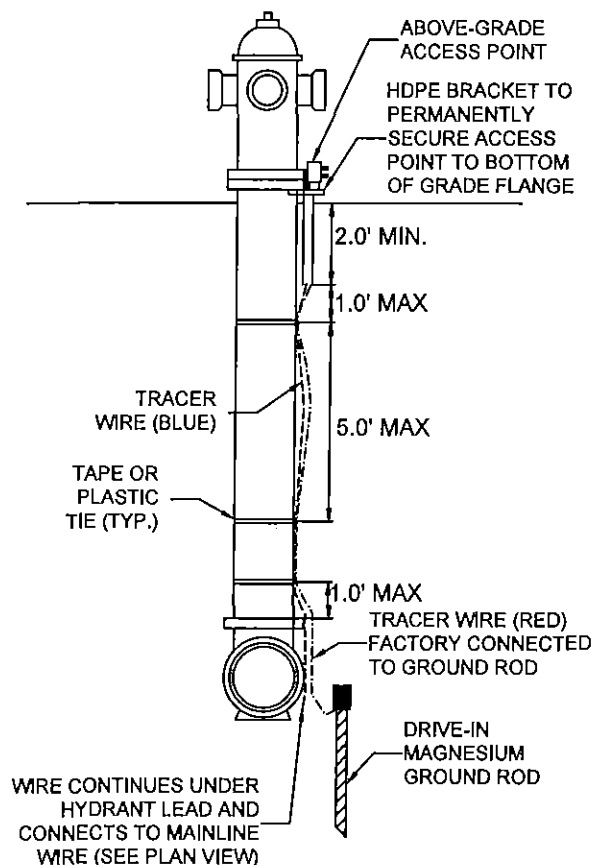
HYDRANT - PLAN VIEW



NOTES:

1. WIRE SHOWN AWAY FROM PIPE FOR CLARITY.
2. WIRE SHALL BE INSTALLED ON THE BOTTOM SIDE OF THE PIPE BELOW THE SPRING LING.
3. THE WIRE SHALL BE FASTENED TO THE PIPE WITH TAPE OR PLASTIC TIES AT 5' INTERVALS.
4. TRACER WIRE SHALL BE COPPERHEAD INDUSTRIES, PART NO. 1030B-HS, OR EQUAL.
5. AT-GRADE ACCESS POINT SHALL BE COPPERHEAD INDUSTRIES, PART NO. RB14B2T-SW, OR EQUAL.
6. ABOVE GRADE ACCESS POINT SHALL BE COPPERHEAD INDUSTRIES, PART NO. T2-B-FLPKG, OR EQUAL.
7. 3-WAY LOCKING CONNECTORS SHALL BE COPPERHEAD INDUSTRIES, PART NO. LSC1030C, OR EQUAL.
8. MAINLINE TO SERVICE CONNECTOR SHALL BE COPPERHEAD INDUSTRIES, PART NO. 3WB-01, OR EQUAL.
9. GROUND ROD AND TRACER WIRE SHALL BE COPPERHEAD INDUSTRIES, PART NO. ANO-12, OR EQUAL.
10. FOR HYDRANT SETTING AND HYDRANT ARRANGEMENT SEE DETAILS W-10 AND W-11.

HYDRANT - SECTION VIEW



TRACER WIRE - FIRE HYDRANT PLAN

APPROVED/REVISED

APRIL, 2025

WARREN COUNTY STANDARD DETAILS
DEPARTMENT OF WATER & SEWER

STANDARD NUMBER

W-26

MATERIALS:

POLYETHYLENE FILM: TUBULAR OR SHEET FORM WITHOUT TEARS, BREAKS, OR DEFECTS, CONFORMING TO THE FOLLOWING REQUIREMENTS.

1. LINEAR LOW-DENSITY POLYETHYLENE: CO-EXTRUDED LINEAR LOW-DENSITY POLYETHYLENE FILM MANUFACTURED FROM VIRGIN POLYETHYLENE MATERIAL, CONTAINING BIOCIDES FOR CONTROLLING MICROBIOLOGICALLY INFLUENCED CORROSION (MIC) AND A VOLATILE CORROSION INHIBITOR (VCI) FOR CONTROLLING GENERAL CORROSION, AND CONFORMING TO THE FOLLOWING:
 - A. EXTRUSION: THE POLYETHYLENE FILM IS TO CONSIST OF THREE LAYERS OF CO-EXTRUDED, POLYETHYLENE. THE INNERMOST LAYER IS TO BE A NOMINAL 1.5 MILS (0.0015 INCHES) IN THICKNESS, CONTAINING A BIOCIDES AND VCI. THE OUTER LAYER IS TO BE A NOMINAL 1.5 MILS THICK LINEAR LOW DENSITY POLYETHYLENE. THE CORE (CENTER) LAYER WILL CONSIST OF A NOMINAL 5 MILS OF LINEAR LOW DENSITY POLYETHYLENE FOR A TOTAL MINIMUM FILM THICKNESS OF 8 MILS.
 - B. PHYSICAL PROPERTIES: PHYSICAL PROPERTIES OF FINISHED FILM TO BE AS FOLLOWS:
 - a. TENSILE STRENGTH: 3,600 PSI. MINIMUM IN MACHINE AND TRANSVERSE DIRECTION (ASTM D 882)
 - b. ELONGATION: 700 PERCENT MINIMUM IN MACHINE AND TRANSVERSE DIRECTION (ASTM D 882) AS
 - c. MEASURED USING RUBBER LINED GRIPS.
 - d. DIELECTRIC STRENGTH: 800 VOLTS/MIL THICKNESS MINIMUM (ASTM D 149)
 - e. IMPACT RESISTANCE: 600 GRAMS MINIMUM (ASTM D 1709 METHOD B)
 - f. PROPAGATION TEAR RESISTANCE: 2,550 GRAMS FORCE MINIMUM IN MACHINE AND TRANSVERSE
 - g. DIRECTION (ASTM D1922)
 - C. THICKNESS: LINEAR LOW-DENSITY POLYETHYLENE FILM SHALL HAVE A MINIMUM THICKNESS OF 8 MILS.
 - D. COLOR: POLYETHYLENE FILM SHALL HAVE A WHITE EXTERIOR AND SHALL CONTAIN A NOMINAL 2 PERCENT OF A HINDERED-AMINE ULTRAVIOLET INHIBITOR.
 - E. MINIMUM TUBE SIZE SHALL BE AS FOLLOWS:

TUBE SIZE REQUIRED							
PIPE DIAMETER	4"	6"	8"	10"	12"	16"	20"
MIN. FLAT TUBE WIDTH	14"	16"	20"	24"	27"	34"	41"

2. MARKING: THE POLYETHYLENE FILM SHALL BE CLEARLY MARKED EVERY TWO FEET WITH, AT A MINIMUM, THE FOLLOWING INFORMATION.
 - A. MANUFACTURER'S NAME OR TRADEMARK
 - B. YEAR OF MANUFACTURER
 - C. ANSI/AWWA C105/A21.5
 - D. MINIMUM FILM THICKNESS AND MATERIAL TYPE (LLDPE)
 - E. APPLICABLE RANGE OF NOMINAL PIPE DIAMETER SIZE(S)
 - F. WARNING - CORROSION PROTECTION - REPAIR ANY DAMAGE
3. POLYETHYLENE ENCASEMENT SHALL BE V-BIO ENHANCED POLYETHYLENE ENCASEMENT, OR EQUAL.

TAPE: POLYETHYLENE TAPE 1-1/2" WIDE AS RECOMMENDED BY THE FILM MANUFACTURER.

POLYETHYLENE ENCASEMENT - DUCTILE IRON PIPE

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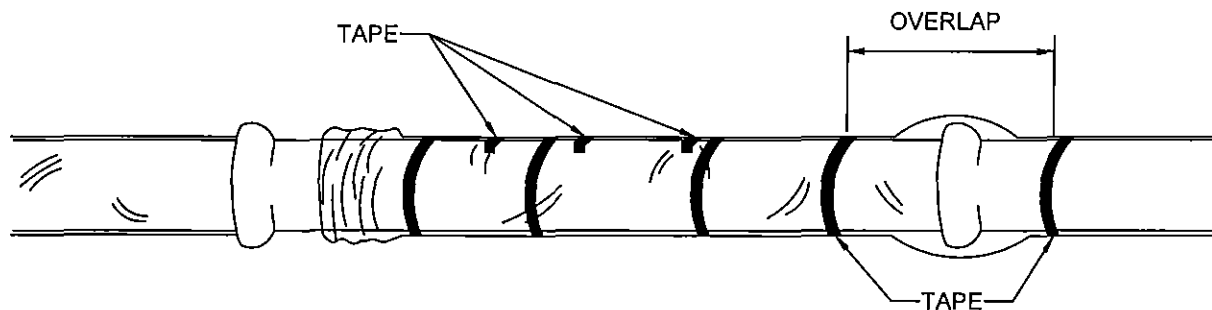
WARREN COUNTY STANDARD DETAILS
DEPARTMENT OF WATER & SEWER

STANDARD NUMBER

W-27

PROCEDURE FOR APPLYING POLYETHYLENE ENCASEMENT

1. REMOVE ALL LUMPS OF CLAY, MUD, CINDERS, OR OTHER MATERIAL THAT MIGHT HAVE ACCUMULATED ON THE PIPE SURFACE.
2. CUT POLYETHYLENE TUBE TO A LENGTH APPROXIMATELY TWO FEET LONGER THAN THE LENGTH OF THE PIPE SECTION. SLIP THE TUBE AROUND THE PIPE, STARTING AT THE SPIGOT END. BUNCH THE TUBE ACCORDION FASHION ON THE END OF THE PIPE. PULL BACK THE OVERHANGING END OF THE TUBE AND CIRCUMFERENTIALLY TAPE IT TO THE BARREL OF THE PIPE JUST BEHIND THE INSERTION LINE. AFTER ASSEMBLY OF THE JOINT, THE TAPE SHOULD BE AS CLOSE TO THE FACE OF THE BELL AS POSSIBLE BUT NOT SO CLOSE TO THE SPIGOT END THAT IT INTERFERES WITH THE GASKET.
3. TAKE UP THE SLACK IN THE TUB ALONG THE BARREL OF THE PIPE TO MAKE A SNUG, BUT NOT TIGHT, FIT. FOLD THE EXCESS POLYETHYLENE BACK OVER THE TOP OF THE PIPE AND USE PIECES OF TAP ACROSS THE FOLD TO SECURELY HOLD IT.
4. DIG A SHALLOW BELL HOLE IN THE TRENCH BOTTOM AT THE JOINT LOCATION TO FACILITATE INSTALLATION OF THE POLYETHYLENE TUBE. LOWER THE PIPE INTO THE TRENCH AND MAKE THE PIPE JOINT WITH THE PRECEDING SECTION OF PIPE.
5. SLIDE THE TUBE OVER THE REMAINING BARREL OF THE PIPE. SNUGLY FOLD OVER THE EXCESS WRAP USING TAPE TO HOLD IT IN PLACE. MAKE SURE NO DIRT OR OTHER BEDDING BECOMES TRAPPED BETWEEN THE WRAP AND PIPE. SECURE THE POLYETHYLENE WITH A CIRCUMFERENTIAL WRAP OF TAPE EVERY FIVE (5') FEET.
6. SECURE THE POLYETHYLENE IN PLACE BEHIND THE PROCEEDING BELL USING A CIRCUMFERENTIAL WRAP OF TAP. MAKE THE OVERLAP OF THE POLYETHYLENE TUBE BY PULING BACK THE BUNCHED POLYETHYLENE FROM THE PRECEDING LENGTH OF PIPE AND ENSURE THERE IS AT LEAST A 12-INCH OVERLAP. PLACE ANOTHER CIRCUMFERENTIAL WRAP OF TAPE ON THE OVERLAPPING POLYETHYLENE, SECURING IT TO THE SPIGOT SIDE OF THE JOINT.



INSTALLATION OF POLYETHYLENE ENCASEMENT

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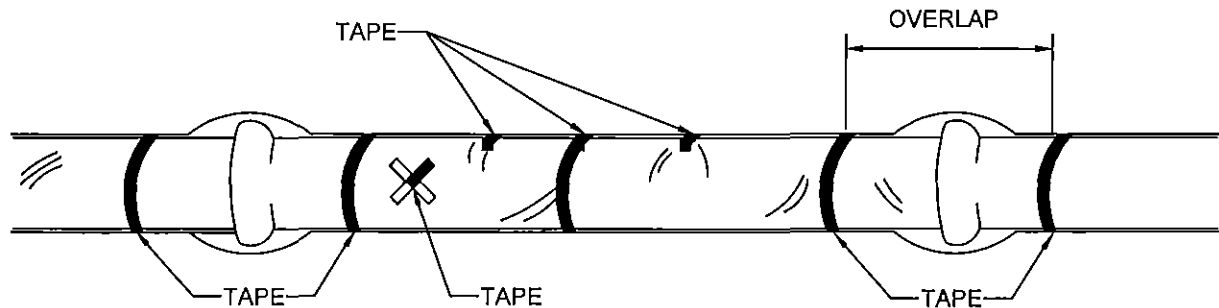
WARREN COUNTY STANDARD DETAILS
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STANDARD NUMBER

W-28

REPAIR DAMAGED SECTION OF POLYETHYLENE ENCASEMENT:

1. REPAIR ALL SMALL RIPS, TEARS OR OTHER TUBE DAMAGE WITH TWO PIECES OF ADHESIVE TAPE. PLACE THE TAPE OVER THE DAMAGED SECTION IN THE SHAPE OF AN X. IF THE POLYETHYLENE IS BADLY DAMAGED, REPAIR THE DAMAGED AREA WITH A SHEET OF POLYETHYLENE AND SEAL THE EDGES OF THE REPAIR WITH ADHESIVE TAPE.



PIPE SHAPED APPURTENANCES:

BENDS, REDUCERS, OFFSETS AND OTHER PIPE-SHAPED APPURTENANCES SHALL BE COVERED WITH POLYETHYLENE IN THE SAME MANNER AS THE PIPE.

JUNCTIONS BETWEEN WRAPPED AND UNWRAPPED PIPE:

WHERE POLYETHYLENE WRAPPED PIPE JOINTS A PIPE WHICH IS NOT WRAPPED, EXTEND THE POLYETHYLENE TUBE TO COVER THE UNWRAPPED PIPE A DISTANCE OF AT LEAST TWO FEET. SECURE THE END WITH CIRCUMFERENTIAL TURNS OF TAPE.

ODD SHAPED APPURTENANCES

VALVES, TEES, CROSSES AND OTHER ODD-SHAPED PIECES WHICH CANNOT BE WRAPPED PRACTICALLY IN A TUBE SHALL BE WRAPPED WITH A FLAT SHEET OR SPLIT LENGTH OF POLYETHYLENE TUBE. THE SHEET SHALL BE PASSED UNDER THE APPURTENANCE AND BROUGHT UP AROUND THE BODY. SEAMS SHALL BE MADE BY BRINGING THE EDGES TOGETHER, FOLDING OVER TWICE AND TAPPING DOWN. SLACK WIDTH AND OVERLAPS AT JOINTS SHALL BE HANDLED AS DESCRIBED ABOVE. TAPE POLYETHYLENE SECURELY IN PLACE AT VALVE STEM AND OTHER PENETRATIONS.

BACKFILL FOR POLYETHYLENE WRAPPED PIPE

BACKFILL MATERIAL SHALL BE AS SHOWN IN STANDARD DETAIL W-2. SPECIAL CARE SHOULD BE TAKEN TO PREVENT DAMAGE TO THE POLYETHYLENE WRAPPING WHEN PLACING BACKFILL. BACKFILL MATERIAL SHOULD BE FREE FROM CINDERS, REFUSE, BOULDERS, ROCKS, STONES OR OTHER MATERIAL THAT COULD DAMAGE THE POLYETHYLENE.

REPAIR OF POLYETHYLENE ENCASEMENT

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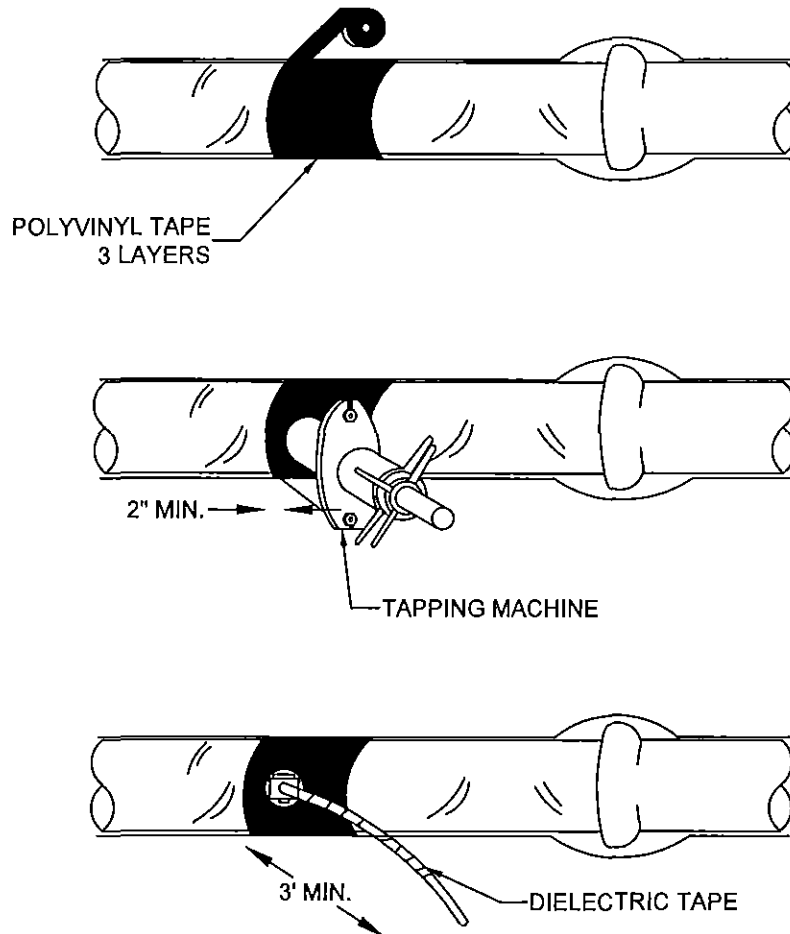
WARREN COUNTY STANDARD DETAILS
DEPARTMENT OF WATER & SEWER

STANDARD NUMBER

W-29

PROCEDURE FOR MAKING OPENINGS FOR BRANCHES, SERVICE TAPS, BLOW-OFFS, AIR VALVES, AND SIMILAR APPURTENANCES

1. WRAPPING THREE (3) LAYERS OF POLYVINYL - COMPATIBLE ADHESIVE TAPE COMPLETELY AROUND THE PIPE TO COVER THE AREA WHERE THE TAPPING MACHINE AND CHAIN WILL BE MOUNTED, EXTENDING A MINIMUM OF 2" BEYOND THE MOUNTING SURFACE.
2. MOUNT THE TAPPING MACHINE ON THE PIPE AREA COVERED BY THE TAPE AND MAKE THE TAP AND INSTALL THE FERRULE DIRECTLY THROUGH THE TAPE AND POLYETHYLENE.
3. INSPECT THE ENTIRE CIRCUMFERENTIAL AREA FOR DAMAGE AND MAKE ANY NECESSARY REPAIRS WITH TAPE.
4. ON HOUSE SERVICES TO MINIMIZE THE POSSIBILITY OF DISSIMILAR METAL CORROSION AT SERVICE CONNECTIONS, WRAP THE FERRULE AND A MINIMUM CLEAR DISTANCE OF THREE (3) FEET OF THE COPPER SERVICE WITH POLYETHYLENE OR A SUITABLE DIELECTRIC TAPE.



TAPPING POLYETHYLENE ENCASED PIPE

APPROVED/REVISED

APRIL, 2025

WARREN COUNTY STANDARD DETAILS
DEPARTMENT OF WATER & SEWER

STANDARD NUMBER

W-30

GENERAL NOTES - WATER

1. ALL WATER MAINS SHALL HAVE A MINIMUM COVER OF 4'-6".
 - A. ALL WATER SERVICE LATERALS SHALL HAVE A MINIMUM COVER OF 42".
2. ALL WATER MAINS SHALL BE DUCTILE IRON CONFORMING WITH AWWA SPEC. C-151 CLASS 52 IN SIZES 4"-16" AND PSI CLASS 350 FOR 20" AND ABOVE.
 - A. DUCTILE IRON PIPE SHALL BE MANUFACTURED DOMESTICALLY IN THE UNITED STATES OF AMERICA.
 - B. RAW MATERIAL FOR DUCTILE IRON PIPE SHALL HAVE A MINIMUM RECYCLED CONTENT CONSISTING OF 90% SCRAP IRON AND STEEL.
3. ALL WATER MAINS SHALL BE INSTALLED WITH POLYETHYLENE ENCASEMENT IN ACCORDANCE WITH STANDARD DETAILS W-27, W-28, W-29, AND W-30.
4. COMPACT FITTINGS ARE PERMITTED.
5. ALL WATER VALVES MUST OPEN LEFT. ALL VALVE BOX LIDS MUST BE CAST/ STAMPED "WCWD" IN 1 1/2" LETTERS AND BE NEENAH NF-19130002 OR EQUAL. ALL VALVE EXTENSIONS TO HAVE SET SCREWS. ALL VALVES TO BE EQUIPPED WITH BOX-LOX-2.
6. A CONCRETE SLAB MUST BE PROVIDED AT FINAL GRADE AROUND ALL MAIN VALVE BOXES. THE SLABS MUST BE EIGHTEEN INCHES (18") SQUARE/CIRCLE AND NINE INCHES (9") THICK. PRE-FABRICATED CONCRETE RINGS ARE ACCEPTABLE.
7. WATER AND SEWER LINES SHALL HAVE A MINIMUM OF TEN FEET (10') HORIZONTAL SEPARATION AND/OR TWO FEET (2') VERTICAL SEPARATION.
8. NO GATE VALVE, METER PIT, BLOW OFF OR CORPORATION STOP SHALL BE LOCATED UNDER OR WITHIN THREE FEET (3') OF DRIVEWAYS, ROADWAYS OR SIDEWALKS.
9. NO DRIVEWAY SHALL BE INSTALLED WITHIN FIVE FEET (5') OF A FIRE HYDRANT.
10. A MINIMUM OF THREE FEET (3') IS REQUIRED BETWEEN CORPORATION STOPS. NO TAP SHALL BE MADE WITHIN THREE (3') OF A BELL.
11. THE LOCATION OF WATER SERVICE LATERALS MUST BE STAMPED IN THE CURB AT THE TIME THE CURB IS PLACED TO PERMANENTLY INDICATE THE LOCATION OF SAID LATERALS.
12. THE LOCATION OF ALL WATER SERVICE LATERALS, BENDS, TEES, ETC. MUST BE PROVIDED ON THE AS-BUILT PLANS. ALL OF THESE APPURTENANCES SHOULD BE SURVEYED IN STATE PLANE COORDINATES AND ELECTRONICALLY DELIVERED WITH AS-BUILTS.
13. CONTRACTOR SHALL SUBMIT AS-BUILT PLANS OF SANITARY AND WATER LATERALS TO THE OWNER.

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APRIL, 2025

WARREN COUNTY STANDARD DETAILS
DEPARTMENT OF WATER & SEWER

STANDARD NUMBER

WG-1A

GENERAL NOTES - WATER (CONTINUED)

14. ALL WATER MAINS CROSSING UNDER STORM DRAINS SHALL BE BACK-FILLED WITH GRANULAR MATERIAL, O.D.O.T. ITEM 310.02, BETWEEN MAINS AND DRAINS.
15. ALL NEW WATER MAINS SHALL BE PRESSURE TESTED FOR 2 HOURS AT 200 PSI. ALLOWABLE LEAKAGE SHALL BE PER TABLE 6A OF AWWA C-600.
16. WHERE PVC IS USED IN RURAL WATER SERVICE AREAS, DETECTABLE WATER TAPE, PRESCO #PSD3105B52, SHOULD BE PLACED 1' ABOVE WATER MAIN.
17. EACH SERVICE LATERAL MUST BE A CONTINUOUS PIECE OF PIPE FROM THE CORP STOP TO THE METER. COUPLINGS SHALL NOT BE ALLOWED. TYPE K COPPER SHALL BE USED FOR 3/4" AND 1" SERVICES. POLYETHYLENE 200 PSI (COPPER TUBE SIZE) MAY BE USED FOR 1 1/2" AND 2" SERVICES. TRACER WIRE MUST BE USED WITH POLY AND SDR 21.
18. SERVICE LINES 1" AND LARGER MUST BE EITHER TYPE K COPPER, POLY 200 PSI (ASTM D-2737) OR SDR 21 (SLIP JOINT) (ASTM-2241). TRACER WIRE MUST BE TAPED EVENLY EVERY 3' ON POLY AND SDR 21 FROM THE METER PIT INTO THE STRUCTURE BEING SERVED (A 3' LEAD IS REQUIRED INSIDE THE PIT).
19. 1 1/2" AND 2" SERVICE LINES FROM THE CORP STOP TO THE METER PIT MUST BE TYPE K COPPER OR POLYETHYLENE 200 PSI. POLY MUST HAVE A TRACER WIRE. SEE W-10B.
20. FIRE HYDRANTS MUST BE PROVIDED AT THE ENTRANCE TO ALL SUBDIVISIONS AND AT ALL STREET INTERSECTIONS.
21. AN APPROVED BACKFLOW PREVENTION ASSEMBLY SHALL BE INSTALLED ON ALL WATER SERVICE LATERALS BY THE PROPERTY OWNER PRIOR TO ANY POINT OF CONNECTION OR USAGE. THE FOLLOWING DEVICES AND LOCATIONS ARE REQUIRED.
 - A) RESIDENTIAL DWELLING UNITS (3 FAMILY OR LESS): LOCATED IMMEDIATELY UPON ENTRY OF STRUCTURE. DUEL CHECK VALVE A.S.S.E. 1024.
 - B) LANDSCAPE IRRIGATION SYSTEMS: REDUCED PRESSURE PRINCIPLE BACKFLOW PREVENTION ASSEMBLY A.S.S.E. 1013. LOCATED IMMEDIATELY UPON ENTRY OF STRUCTURE.
 - C) FIRE PROTECTION SYSTEMS: DOUBLE CHECK DETECTOR CHECK ASSEMBLY A.S.S.E. 1048 OR REDUCED PRESSURE PRINCIPLE DETECTOR CHECK A.S.S.E. 1047 IF SYSTEM CONTAINS ADDITIVES; A.S.S.E. 1048 LOCATED IN VAULT AND A.S.S.E. 1047 LOCATED IN BUILDING.
 - D) NON-RESIDENTIAL SERVICES: REDUCED PRESSURE PRINCIPLE BACKFLOW PREVENTION ASSEMBLY A.S.S.E. 1013, LOCATED IMMEDIATELY UPON ENTRY OF STRUCTURE.
21. BACKFLOW PREVENTION DEVICE THAT COMPLIES WITH A.S.S.E. 1013 IS TO BE INSTALLED AHEAD OF ANY SPRINKLER BUT NOT IN THE METER PIT.
22. NEW BACKFLOW PREVENTION DEVICES BEING INSTALLED ON EXISTING SERVICES SHALL BE INSTALLED EITHER IMMEDIATELY UPON ENTRY TO THE BUILDING, BEFORE ANY CONNECTIONS, OR IN A PIT OR ABOVE GROUND HEATED INCLOSURE (IN ACCORDANCE WITH DEVICE INSTALLATION REQUIREMENTS) A MINIMUM OF 4 FEET AWAY FROM THE EXISTING METER PIT OR VAULT.

APPROVED/REVISED

NOVEMBER, 2024

WARREN COUNTY STANDARD DETAILS
DEPARTMENT OF WATER & SEWER

STANDARD NUMBER

WG-1B

GENERAL NOTES - WATER (CONTINUED)

- 23. SWAB PIPE WITH 50 PPM CHLORINE SOLUTION BEFORE INSTALLATION.
- 24. DEDUCT METERS SHALL NOT BE ALLOWED.
- 25. NO IRRIGATION CONNECTIONS SHALL BE ALLOWED IN THE METER PIT.
- 26. ALL MATERIALS USED SHALL BE DOMESTIC, MADE IN THE UNITED STATES OF AMERICA.
- 27. ALL TEMPORARY FIRE HYDRANT TERMINATIONS OF WATERMAINS AT SECTION/PHASE LINE SHALL TERMINATE WITH A VALVE ON A PROPERTY LINE AFTER THE LAST SERVICE, FOLLOWED BY 3 STICKS OF RESTRAINED JOINT PIPE, AND A TEMPORARY HYDRANT.

APPROVED/REVISED APRIL, 2025	WARREN COUNTY STANDARD DETAILS DEPARTMENT OF WATER & SEWER	STANDARD NUMBER WG-1C

PROCEDURE FOR CONNECTION TO EXISTING WATER SYSTEM

1. MUST NOTIFY WARREN COUNTY WATER DEPARTMENT THREE (3) DAYS IN ADVANCE OF ANY SHUT DOWN. WARREN COUNTY WILL ISSUE THE SHUT DOWN NOTIFICATION AND/OR BOIL ADVISORY TO AFFECTED CUSTOMERS PER OHIO EPA REQUIREMENTS IF DETERMINED NECESSARY BY WARREN COUNTY.
2. EXPOSE EXISTING MAIN AT PROPOSED CONNECTION POINT. NO WET TAP SHALL BE MADE WITHIN THREE (3) FEET OF A BELL OR PIPE CONNECTION.
3. COUNTY PERSONNEL TO OPERATE CLOSING OF APPROPRIATE VALVES TO ISOLATE LINE TO BE TAPPED.
4. INSTALL PROPER TAPPING SLEEVE AND TAPPING VALVE. THE TAPPING SLEEVE AND VALVE SHALL BE TESTED AT 200 PSI FOR A PERIOD OF AT LEAST 5 MINUTES. THE PIPE SLUG MUST BE REMOVED AND INSPECTED BY COUNTY PERSONNEL. NOTE: SIZE ON SIZE TAPPING SLEEVES ARE NOT ALLOWED, A STANDARD TEE MUST BE USED.
5. IF THE TAPPING SLEEVE AND VALVE WILL BE UNDER FUTURE PAVEMENT, THE BURIED VALVE MUST BE LEFT OPEN AND A NEW VALVE SET OUT OF PAVEMENT.
6. FIELD CUT EXISTING MAIN AS NECESSARY TO ACCOMMODATE TEE AND CLOSE COUPLED VALVES AT EACH END OF TEE. CARE IS TO BE TAKEN SO AS NOT TO GET DIRT IN EXISTING MAIN.
7. THOROUGHLY CLEAN AND DISINFECT PIPE AND APPURTENANCES TO BE INSTALLED.
8. INSTALL TEE AND VALVES - DRESSER COUPLINGS CAN BE USED IF NECESSARY. PROPOSED MAIN VALVE IS TO BE CAPPED AND SHUT OFF. EXISTING MAIN IS THEN TO BE RETURNED TO SERVICE BY COUNTY PERSONNEL.
9. CONSTRUCTION OF PROPOSED MAIN IS TO BE COMPLETED WITHIN A JOINT OF CONNECTION TO TEE AND VALVES INSTALLED ABOVE.
10. ENTIRE LINE IS TO BE PRESSURE TESTED AND DISINFECTED TO COUNTY STANDARDS.
11. ENTIRE LENGTH OF PIPE IS TO BE THOROUGHLY CLEANED AND DISINFECTED PRIOR TO INSTALLATION. PERMATEX CHLORINE TABLETS TO BE USED FOR DISINFECTION. DOSAGE SHALL BE PER MANUFACTURER'S SPECIFICATIONS BASED ON PIPE MATERIAL.
12. NEW MAIN IS TO BE PUT INTO SERVICE BY COUNTY PERSONNEL.
13. TAPPING SLEEVES/SADDLES TO BE TWO-PIECE CAST IRON OR DUCTILE IRON (MUELLER H615). JCM412 OR FORD FTSS TAPPING SLEEVES PERMITTED ON C-900. SIZE ON SIZE TAPPING SLEEVES ARE NOT PERMITTED.

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APRIL, 2025

WARREN COUNTY STANDARD DETAILS
DEPARTMENT OF WATER & SEWER

STANDARD NUMBER

WG-2

**PROCEDURE FOR RELOCATING OR LOWERING SERVICE LATERAL
AND RELOCATING OR BRINGING TO GRADE METER PITS**

1. ALL AFFECTED USERS MUST BE NOTIFIED FORTY-EIGHT (48) HOURS IN ADVANCE AS TO THE TIME AND DURATION OF THE SHUTOFF. ANY DISCONTINUANCE OF SERVICE MUST BE COORDINATED THROUGH WARREN COUNTY PRIOR TO ANY SHUT DOWN.
2. ALL WORK MUST BE PERFORMED ACCORDING TO ALL WARREN COUNTY SPECIFICATIONS, PARTICULARLY W-12A, W-12B, AND W-14.
3. EACH SERVICE LATERAL MUST BE A CONTINUOUS PIECE OF PIPE FROM THE CORP STOP TO THE METER. COUPLINGS SHALL NOT BE PERMITTED. TYPE K COPPER SHALL BE USED FOR 3/4" AND 1" SERVICES. POLYETHYLENE 200 PSI MAY BE USED FOR 1 1/2" AND 2" SERVICES.
4. METER PITS MUST BE ADJUSTED TO GRADE USING RING RISERS OR PIT RISERS. METERS MUST BE ADJUSTED WITH METER RESETTERS (FORD V42).
5. ALL PROCEDURES MUST BE DISCUSSED AT A PRECONSTRUCTION MEETING PRIOR TO THE INITIATION OF CONSTRUCTION.

APPROVED/REVISED APRIL, 2025	WARREN COUNTY STANDARD DETAILS DEPARTMENT OF WATER & SEWER	STANDARD NUMBER WG-3

SEWER DETAILS

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S-3	STANDARD PRECAST CONCRETE DOGHOUSE MANHOLE
S-4	VENTED MANHOLE
S-5	MANHOLE CHANNELS
S-6	SANITARY MANHOLE INVERT TRANSITION BASE SECTIONS
S-7	SANITARY GRAVITY SEWER TRENCH DETAIL
S-8	FORCEMAIN TRENCH DETAIL - DUCTILE IRON PIPE
S-9	FORCEMAIN TRENCH DETAIL - PLASTIC PIPE
S-10	ROAD PAVEMENT CUT AND RESTORATION AT ROADWAY CROSSING
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S-17B	HOUSE CONNECTIONS - TYPE C
S-17C	HOUSE CONNECTIONS
S-18	PRIVATE FORCEMAIN LATERAL CONNECTION
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S-20	LATERAL SADDLE INSTALLATION DETAIL FOR PVC PIPE
S-21	SADDLED WYE GASKET HUB & GASKET SKIRT W/ STAINLESS STEEL BANDS
S-22	REQUIRED RESTRAINED JOINTS FOR BENDS
S-23	FORCE MAIN CLEANOUT
S-24	AIR RELEASE VALVE ASSEMBLY
S-25	IMPERVIOUS DAM DETAIL
SG-1	DETAILED PROCEDURES FOR SANITARY SEWER
SG-2A	GENERAL NOTES - SANITARY SEWER
SG-2B	GENERAL NOTES - SANITARY SEWER (CONTINUED)
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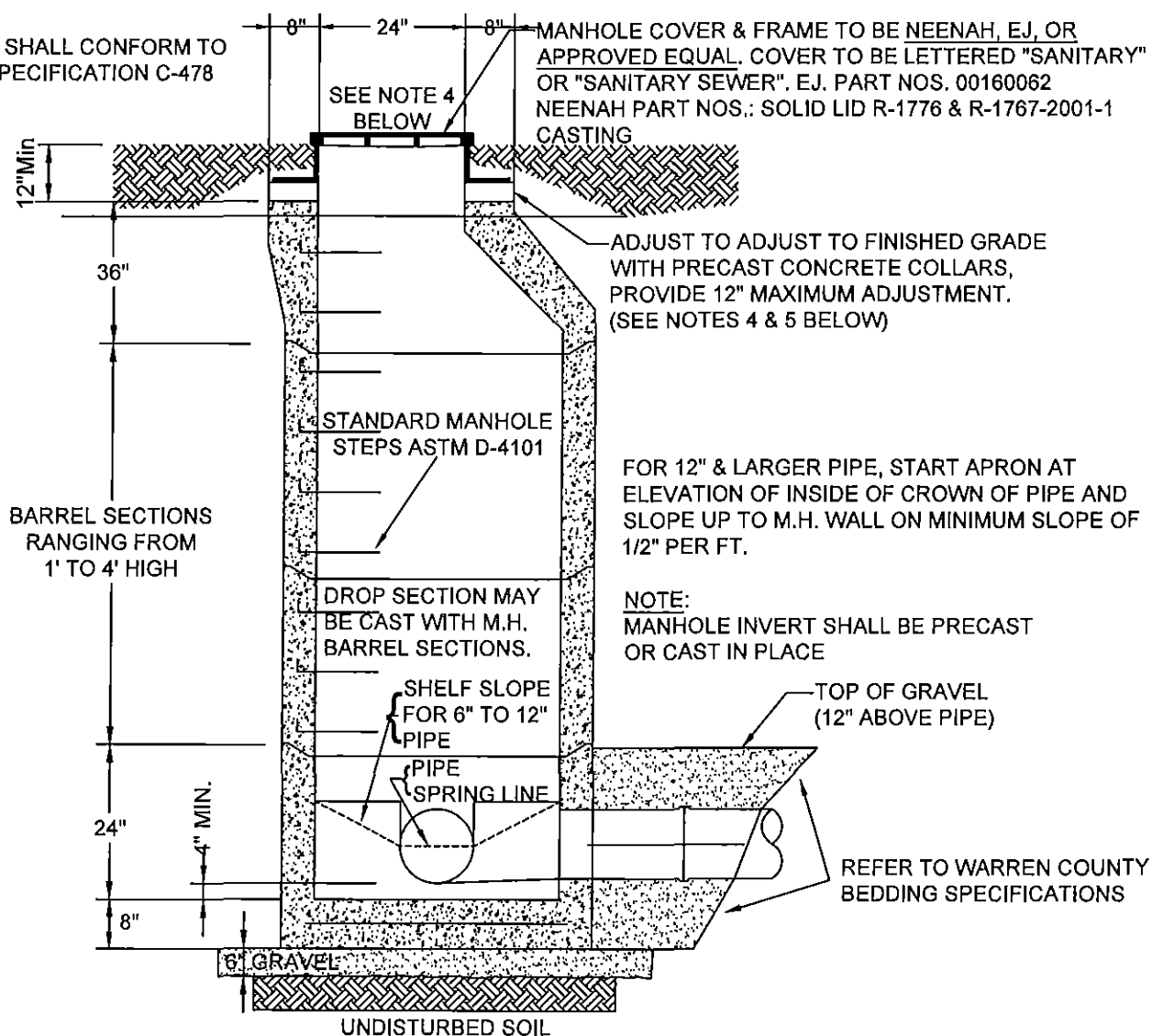
APRIL, 2025

WARREN COUNTY STANDARD DETAILS
DEPARTMENT OF WATER & SEWER

STANDARD NUMBER

S-TOC

MANHOLE SHALL CONFORM TO
A.S.T.M. SPECIFICATION C-478



NOTES:

1. MINIMUM WALL THICKNESS AND STEEL REINFORCING TO CONFORM WITH A.S.T.M. DESIGNATION C-478. STEEL SHALL BE COLD DRAWING WIRE IN ACCORDANCE WITH A.S.T.M. DESIGNATION A-82.
2. WATER TIGHT GASKETS ARE REQUIRED AT ALL JOINTS (C-443 FOR RUBBER TYPE JOINTS).
3. EXCEPT AS OTHERWISE NOTED ON THE SEWER STAKING PLAN, WHERE PIPE SIZES CHANGE AT THE MANHOLE, THE INSIDE TOPS OF PIPES ARE TO BE SET AT THE SAME ELEVATION.
4. TOP OF CASTING SHALL BE EVEN WITH FINISHED GRADE AT PAVE LOCATIONS (ROADWAYS AND PARKING LOTS) AND AT DEVELOPED LOTS. IN UNDEVELOPED LOTS, TOP OF CASTING TO BE A MINIMUM OF 12" ABOVE FINISHED GRADE OR AS OTHERWISE SHOWN ON PLAN.
5. WITHIN A NEW SUBDIVISION, TEMPORARY ADJUSTING COLLAR MUST BE PROVIDED 1 FOOT ABOVE ROUGH/FINISHED GRADE. RISERS (12" MAXIMUM) ARE PERMITTED. MANHOLES SHALL BE LOWERED TO FINISHED GRADE WHEN SUBDIVISION IMPROVEMENTS ARE COMPLETED AND THE LOTS IS BUILT ON.
6. NO MANHOLE, OR ANY PORTION OF MANHOLE, SHALL BE LOCATED UNDER A SIDEWALK OR DRIVEWAY. MANHOLES SHALL ONLY BE ALLOWED IN ROADWAY PAVEMENT UPON PERMISSION BY THE COUNTY SANITARY ENGINEER.
7. A MINIMUM DROP OF 0.20' MUST BE MAINTAINED BETWEEN INLET AND OUTLET INVERTS IN MANHOLES.
8. SEE DETAILS S-5 AND S-6 FOR MANHOLE CHANNELS AND INVERT TRANSITIONS.

PRECAST MANHOLE

APPROVED/REVISED

APRIL, 2025

WARREN COUNTY STANDARD DETAILS
DEPARTMENT OF WATER & SEWER

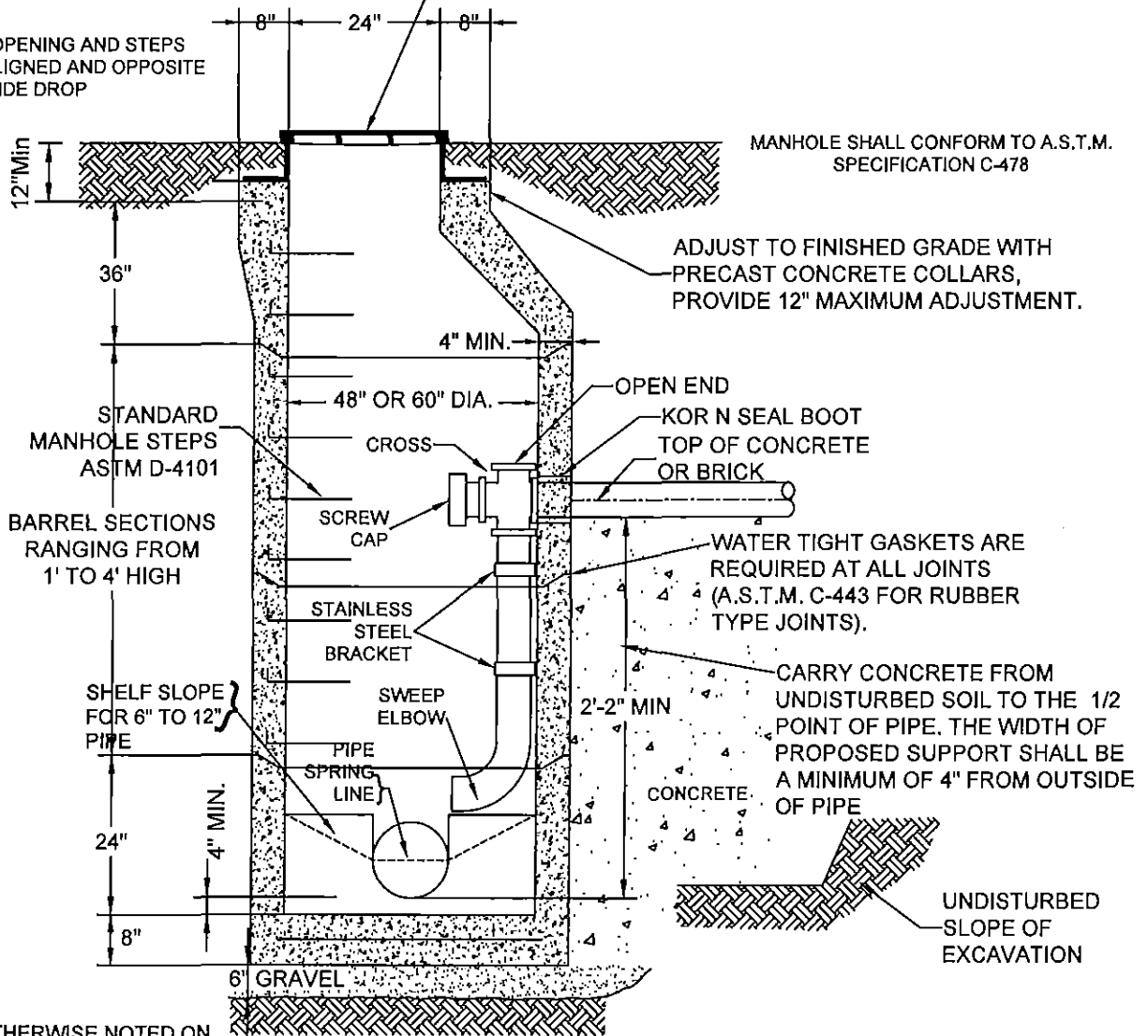
STANDARD NUMBER

S-1

NOTE: TOP OF CASTING SHALL BE AT FINISHED GRADE AT PAVED LOCATIONS (ROADWAYS AND PARKING LOTS) AND AT DEVELOPED LOTS. IN UNDEVELOPED LOTS, TOP OF CASTING TO BE A MINIMUM OF 12" ABOVE FINISHED GRADE OR AS SHOWN ON PLAN.

MANHOLE COVER & FRAME TO BE NEENAH, EJ, OR APPROVED EQUAL. COVER TO BE LETTERED "SANITARY" OR "SANITARY SEWER". EJ. PART NOS. 00160062 NEENAH PART NOS.: SOLID LID R-1776 & R-1767-2001-1 CASTING

MANHOLE OPENING AND STEPS MUST BE ALIGNED AND OPPOSITE OF THE INSIDE DROP



NOTE:

EXCEPT AS OTHERWISE NOTED ON THE SEWER STAKING PLAN, WHERE PIPE SIZES CHANGE AT THE MH, THE INSIDE TOPS OF PIPES ARE TO BE AT THE SAME ELEVATION.

MINIMUM WALL THICKNESS AND STEEL REINFORCING TO CONFORM WITH ASTM DESIGNATION C-478. STEEL SHALL BE COLD DRAWN WIRE IN ACCORDANCE WITH ASTM DESIGNATION A-82.

NO MANHOLE, OR ANY PORTION OF A MANHOLE, SHALL BE LOCATED UNDER A SIDEWALK OR DRIVEWAY. MANHOLE SHALL ONLY BE ALLOWED IN ROADWAY PAVEMENT UPON PERMISSION BY THE COUNTY SANITARY ENGINEER.

WITHIN A NEW SUBDIVISION, TEMPORARY ADJUSTING COLLAR MUST BE PROVIDED 1 FOOT ABOVE ROUGH/FINISHED GRADE. RISERS (12" MAXIMUM) ARE PERMITTED. MANHOLES SHALL BE LOWERED TO FINISHED GRADE WHEN SUBDIVISION IMPROVEMENTS ARE COMPLETED AND THE LOT IS BUILT ON.

SEE DETAILS S-5 AND S-6 FOR CHANNELS AND INVERT TRANSITIONS.

PRECAST MANHOLE INSIDE DROP CONNECTION

APPROVED/REVISED

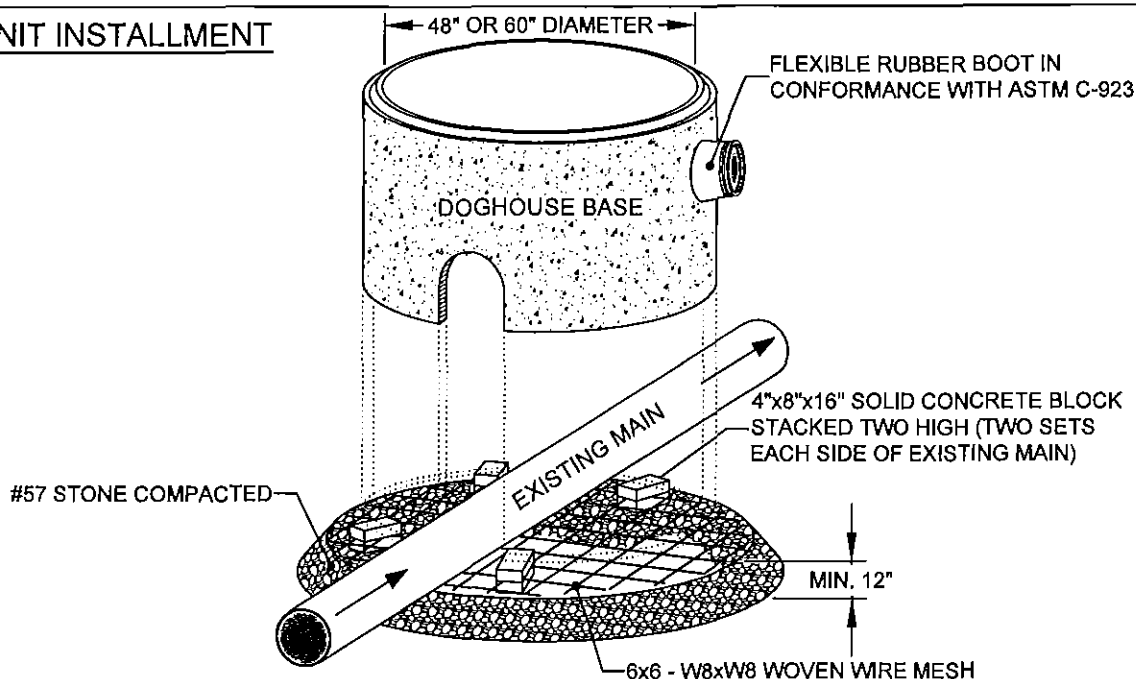
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WARREN COUNTY STANDARD DETAILS
DEPARTMENT OF WATER & SEWER

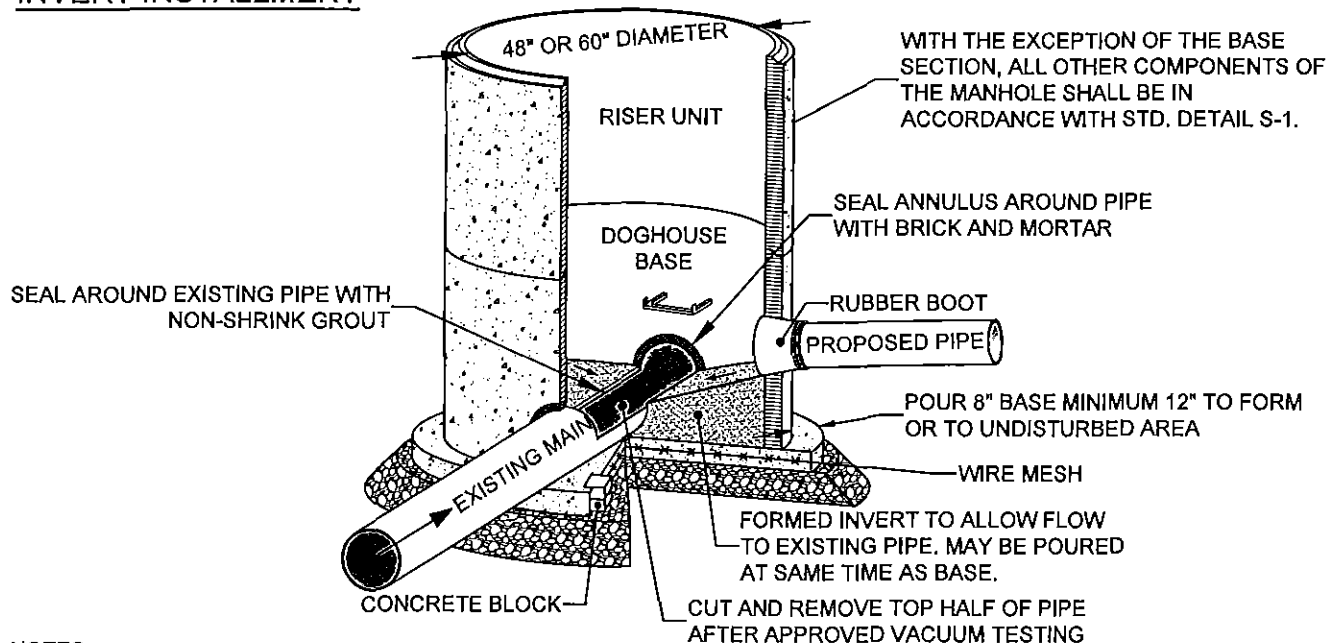
STANDARD NUMBER

S-2

BASE UNIT INSTALLMENT



INVERT INSTALLMENT



NOTES:

1. DOGHOUSE OPENINGS IN PRECAST UNITS SHALL HAVE A RADIUS OF 4 TO 8 INCHES LARGER THAN THE EXISTING PIPE DIAMETER.
2. CAST-IN-PLACE CONCRETE SHALL BE 4000 PSI, PER ASTM C-94.
3. ALL PRECAST MANHOLE COMPONENTS SHALL MEET ASTM C-478.
4. BENCH SHALL SLOPE UPWARD FROM THE SPRINGLINE TO THE PROJECTED LEVEL OF THE PIPE CROWN OR 8 INCHES ABOVE THE SPRINGLINE, WHICHEVER IS LESS.
5. SEE DETAILS S-5 AND S-6 FOR CHANNELS AND INVERT TRANSITIONS.

STANDARD PRECAST CONCRETE DOGHOUSE MANHOLE

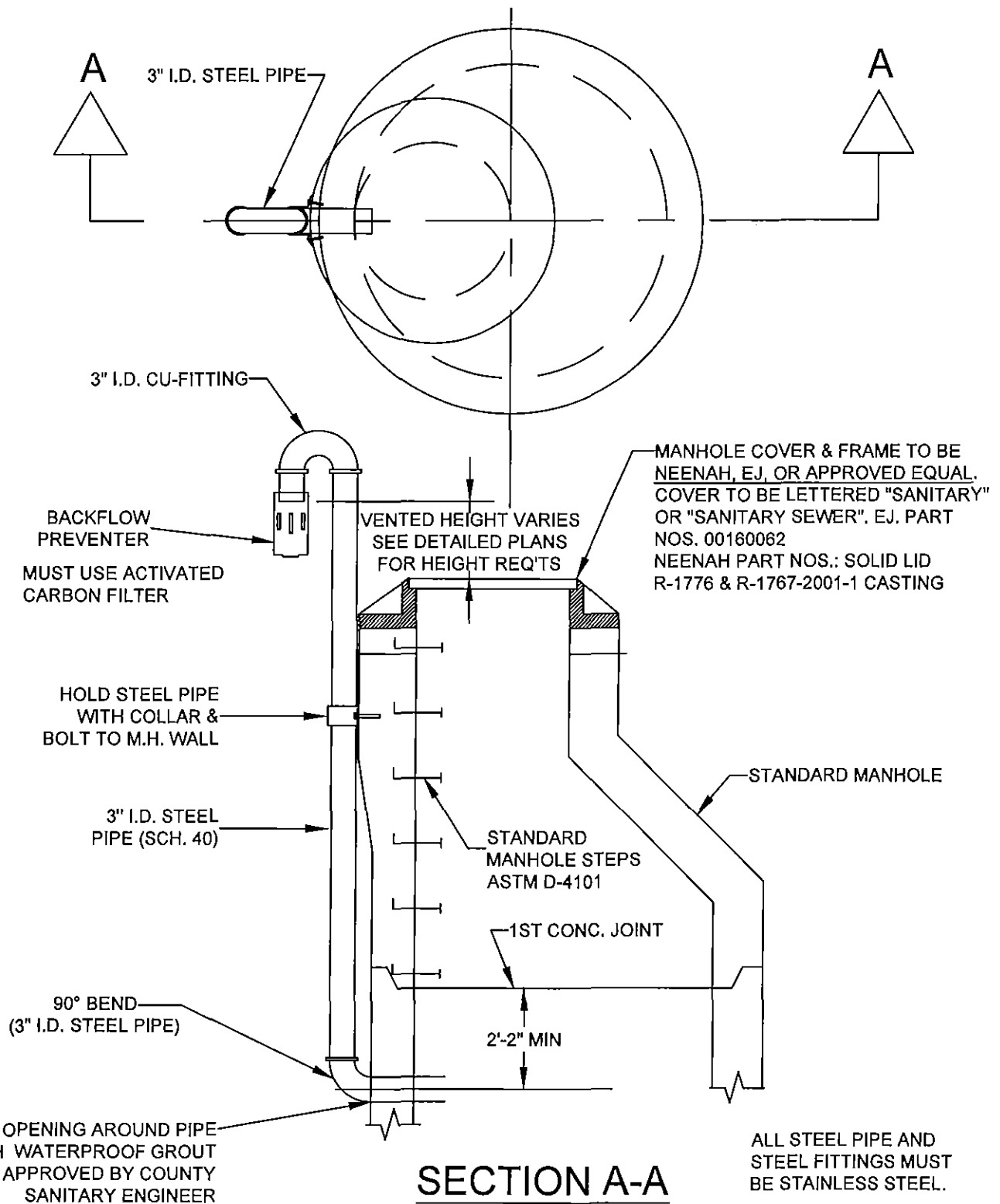
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WARREN COUNTY STANDARD DETAILS
DEPARTMENT OF WATER & SEWER

STANDARD NUMBER

S-3



VENTED MANHOLE

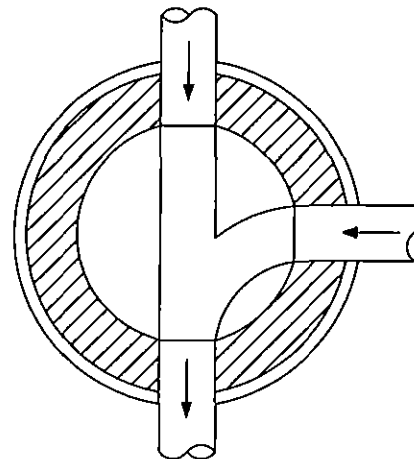
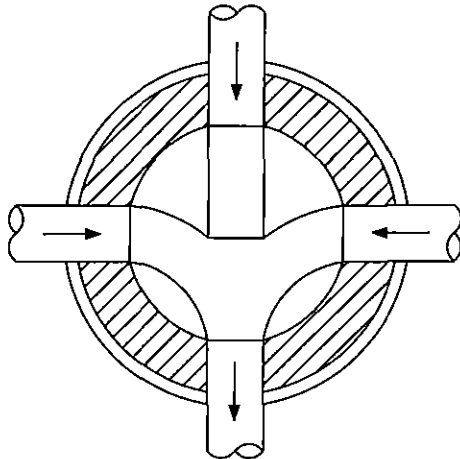
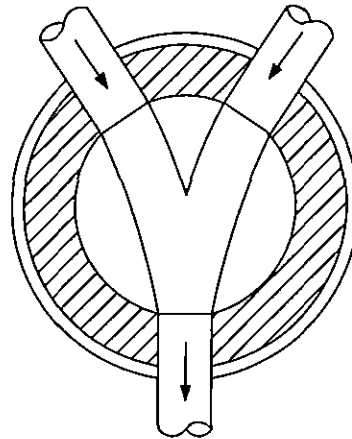
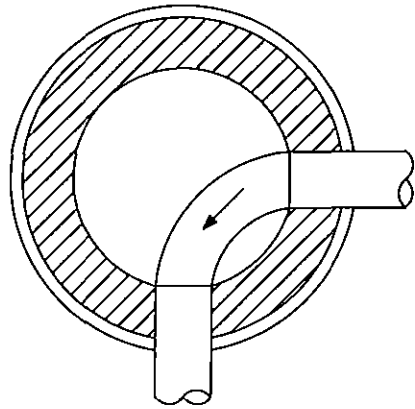
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WARREN COUNTY STANDARD DETAILS
DEPARTMENT OF WATER & SEWER

STANDARD NUMBER

S-4



NOTE:

1. MODIFY MANHOLE CHANNEL ENTRANCE CONDITIONS TO SUIT ENTRANCE NEEDS OF INDIVIDUAL CASES, MAINTAINING CHANNEL CONCEPT.
2. CHANNELS MUST BE SUITABLE FOR INSTALLATION & REMOVAL OF EXPANSION PLUG USED FOR FLUSHING.
3. ALL CONSTRUCTION DETAILS & DIMENSION ARE TO CONFORM TO THOSE SHOWN FOR STANDARD MANHOLES.
4. ALL CHANNELS MUST BE SMOOTH AND UNIFORM. TRANSITION MUST NOT CREATE OBSTRUCTION TO FLOW.
5. SLOPE CHANNELS UNIFORMLY TO MAINTAIN A MINIMUM DROP OF 0.20' BETWEEN INLET AND OUTLET INVERTS.

MANHOLE CHANNELS

APPROVED/REVISED

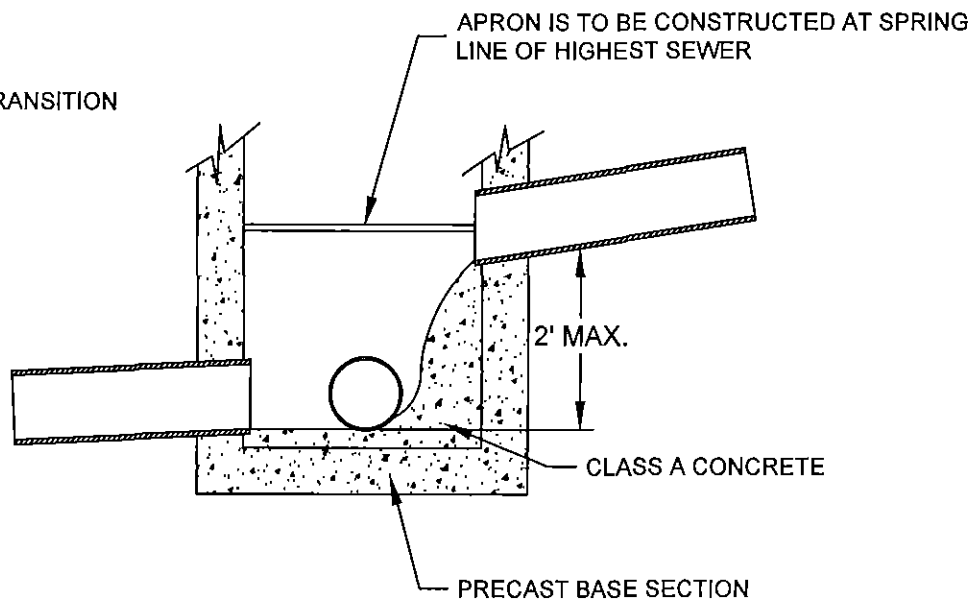
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WARREN COUNTY STANDARD DETAILS
DEPARTMENT OF WATER & SEWER

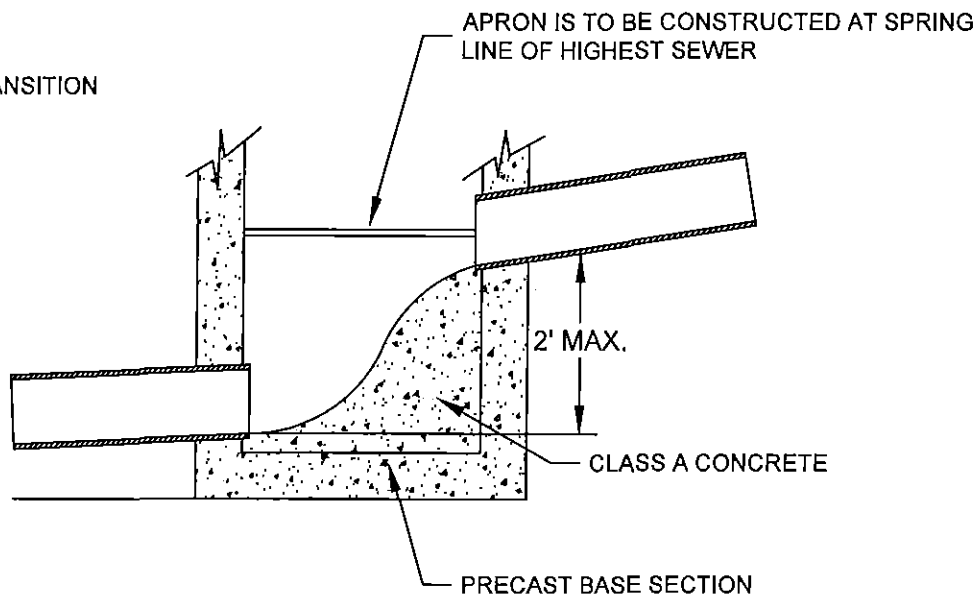
STANDARD NUMBER

S-5

THREE PIPE TRANSITION



TWO PIPE TRANSITION



NOTE:

DROP MANHOLES ARE TO BE USED WHEN THE SEWER ENTERING THE MANHOLE IS TWO (2) FEET OR GREATER ABOVE THE MANHOLE INVERT.

A MINIMUM DROP OF 0.20' IS REQUIRED BETWEEN INLET AND OUTLET INVERTS.

SANITARY M.H. INVERT TRANSITION BASE SECTIONS

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WARREN COUNTY STANDARD DETAILS
DEPARTMENT OF WATER & SEWER

STANDARD NUMBER

S-6

STANDARD NUMBER

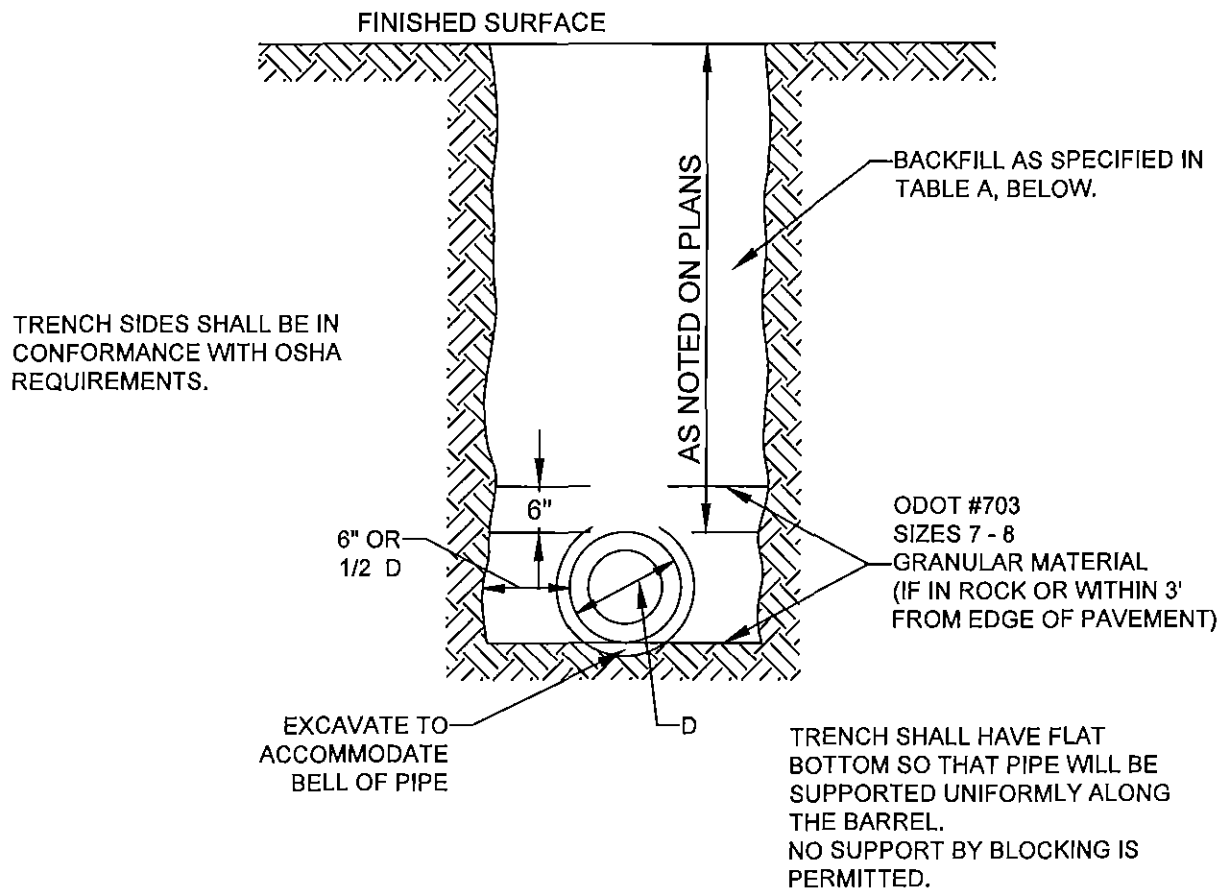


TABLE A - BACKFILL TYPE

TRENCH LOCATION	BACKFILL TYPE
EDGE OF TRENCH GREATER THAN 3-FEET FROM EDGE OF PAVEMENT	CLEAN COMMON FILL
WITHIN PAVEMENT OR WITHIN 3-FEET FROM EDGE OF PAVEMENT	ODOT #304 GRANULAR BACKFILL COMPACTED IN 8" LIFTS.
SUBSURFACE CONTAINS ROCK	SELF-COMPACTING GRANULAR FILL, ODOT #703 SIZES 7-8
NOTE: SLAG IS NOT PERMITTED IN ANY WATER OR SEWER TRENCHES.	

FORCEMAIN TRENCH DETAIL - DUCTILE IRON PIPE

APPROVED/REVISED

APRIL, 2025

WARREN COUNTY STANDARD DETAILS
DEPARTMENT OF WATER & SEWER

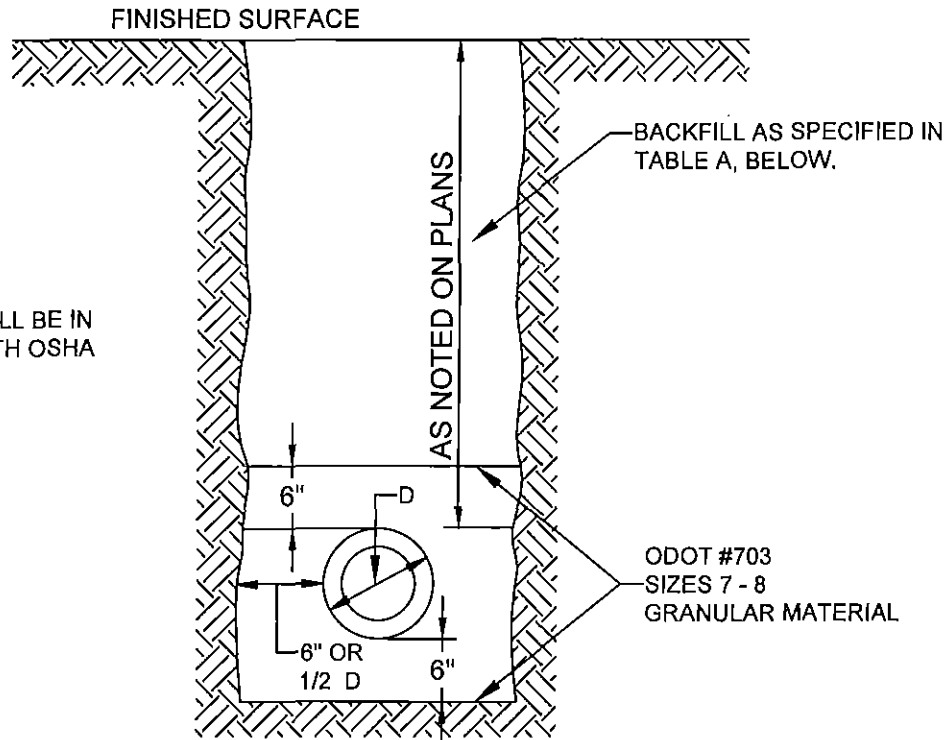
STANDARD NUMBER

S-8

WATERMAIN SHALL BE INSTALLED IN A SEPARATE TRENCH FROM THE SANITARY SEWER AND SHALL BE A MINIMUM DISTANCE OF 10' MEASURED HORIZONTALLY FROM THE SANITARY SEWER.

BACKFILL AND RESTORATION OF PAVEMENT MUST CONFORM TO THE APPLICABLE WARREN COUNTY ENGINEER OR ODOT SPECIFICATION(S).

TRENCH SIDES SHALL BE IN CONFORMANCE WITH OSHA REQUIREMENTS.



TRENCH SHALL HAVE FLAT BOTTOM SO THAT PIPE WILL BE SUPPORTED UNIFORMLY ALONG THE BARREL. NO SUPPORT BY BLOCKING IS PERMITTED.

TABLE A - BACKFILL TYPE

TRENCH LOCATION	BACKFILL TYPE
EDGE OF TRENCH GREATER THAN 3-FEET FROM EDGE OF PAVEMENT	CLEAN COMMON FILL
WITHIN PAVEMENT OR WITHIN 3-FEET FROM EDGE OF PAVEMENT	ODOT #304 GRANULAR BACKFILL COMPACTED IN 8" LIFTS.
SUBSURFACE CONTAINS ROCK	SELF-COMPACTING GRANULAR FILL, ODOT #703 SIZES 7-8
NOTE: SLAG IS NOT PERMITTED IN ANY WATER OR SEWER TRENCHES.	

FORCEMAIN TRENCH DETAIL - PLASTIC PIPE

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APRIL, 2025

WARREN COUNTY STANDARD DETAILS
DEPARTMENT OF WATER & SEWER

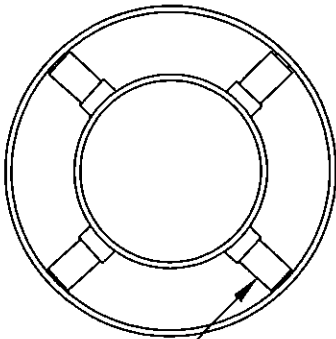
STANDARD NUMBER

S-9

S-10

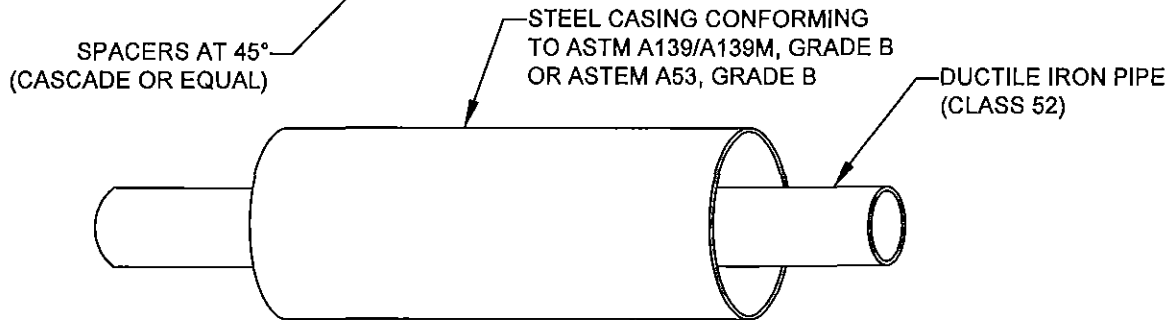
WATER PIPE SIZE - CARRIER PIPE SIZE (O.D.)-THICKNESS

4"	10"	1/4"
6"	12"	3/8"
8"	18"	3/8"
10"	20"	3/8"
12"	24"	1/2"
16"	24"	1/2"
20"	30"	1/2"
24"	36"	1/2"



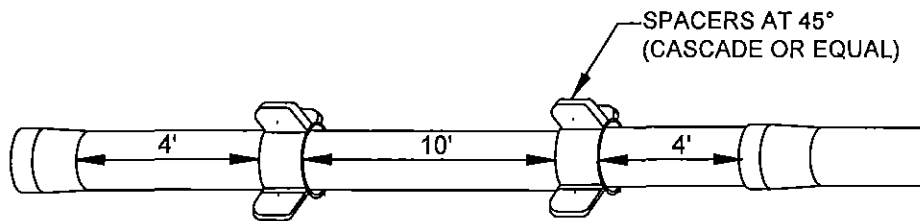
SO THAT PIPE WILL BE CENTERED IN CARRIER PIPE, THE FOLLOWING INFORMATION IS NEEDED:

1. TYPE & O.D. OF PIPE
2. TYPE OF JOINT/RESTRAINT
3. TYPE & I.D. OF CASING
4. 2 SPACER PER LENGTH OF PIPE (18")
(SEE STANDARD PLACEMENT BELOW)



NOTE:

1. RESTRAINED JOINT TO BE USED WITHIN LIMITS OF CASING
2. PACK END OF CASING WITH CONCRETE OR GRAVEL
3. CASING SPACER TO BE USED THRU CARRIER PIPE



RECOMMENDED STANDARD PLACEMENT

SEWER IN CASING

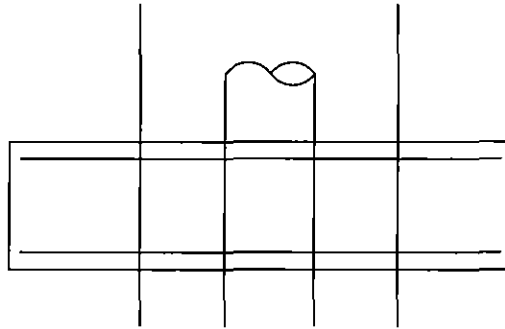
APPROVED/REVISED

APRIL, 2025

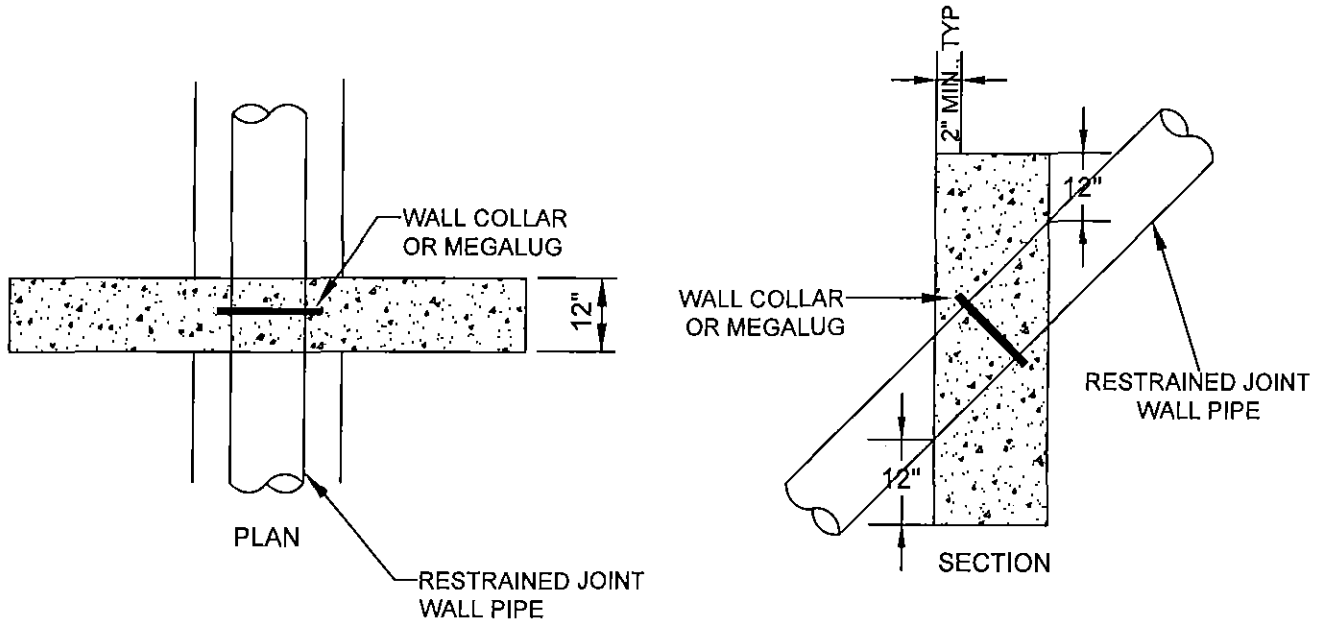
WARREN COUNTY STANDARD DETAILS
DEPARTMENT OF WATER & SEWER

STANDARD NUMBER

S-11



4000 PSI CONCRETE



SEWERS ON 20 PERCENT SLOPE OR GREATER SHALL BE CASS 53 RESTRAINED JOINT DUCTILE IRON ANCHORED WITH CONCRETE ANCHORS SPACED AS FOLLOWS:

1. NOT OVER 36 FEET CENTER TO CENTER ON GRADES 20 PERCENT TO 35 PERCENT.
2. NOT OVER 24 FEET CENTER TO CENTER ON GRADES 35 PERCENT TO 50 PERCENT.
3. NOT OVER 16 FEET CENTER TO CENTER ON GRADES 50 PERCENT AND OVER.

CONCRETE ANCHOR

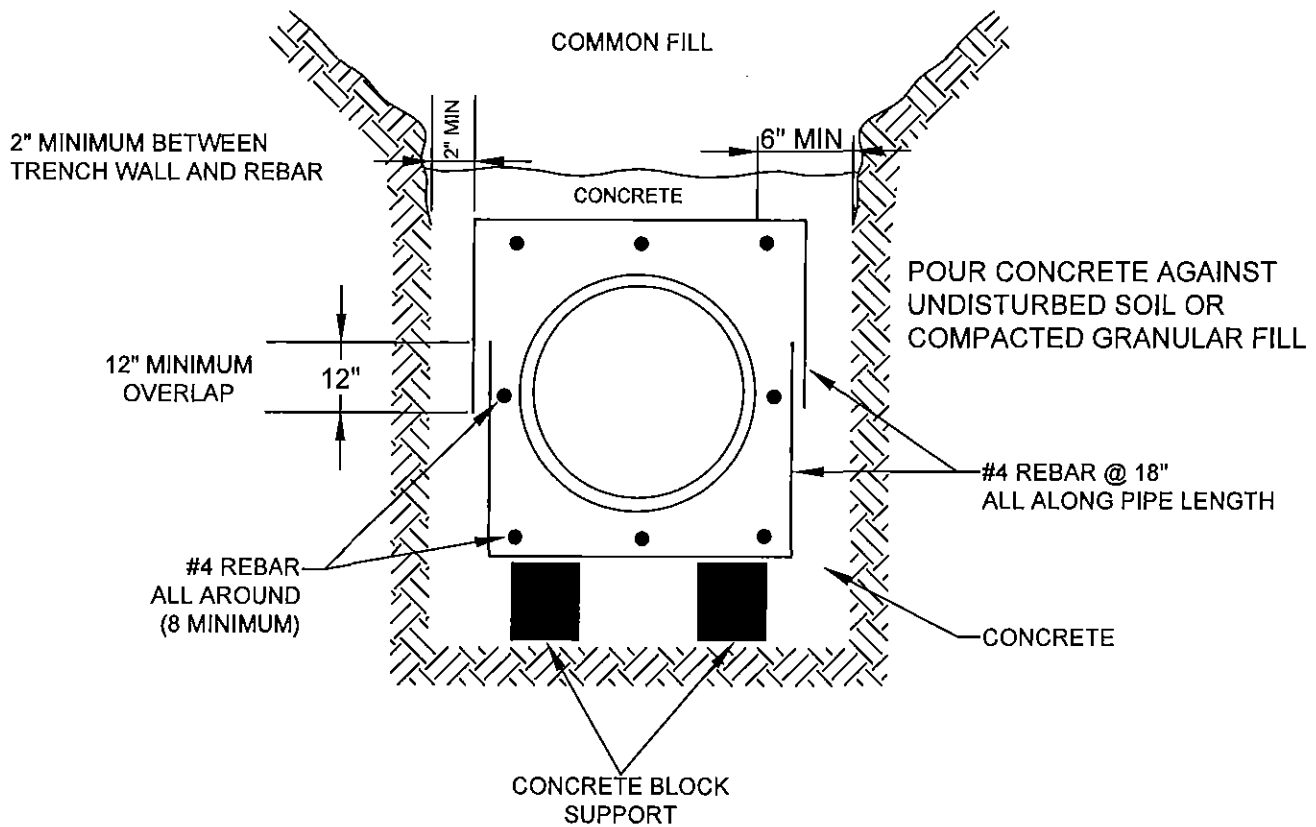
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APRIL, 2025

WARREN COUNTY STANDARD DETAILS
DEPARTMENT OF WATER & SEWER

STANDARD NUMBER

S-12



NOTES:

- 1) CONCRETE SHALL BE 3000 P.S.I. MINIMUM 28 DAYS STRENGTH (4" SLUMP).
- 2) SUPPORT PIPE AND REBAR CAGE ON CONCRETE BRICKS DURING CONCRETE PLACEMENT.
- 3) CONCRETE ENCASEMENT SHALL BE TERMINATED AT PIPE JOINTS ONLY.

FULL CONCRETE ENCASEMENT

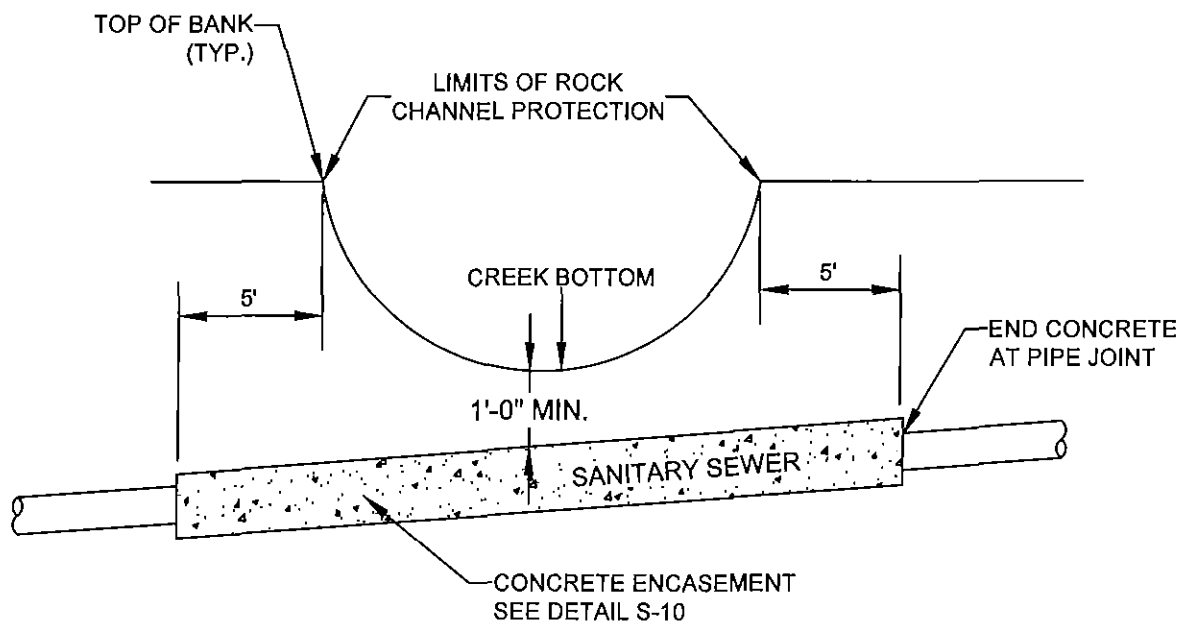
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WARREN COUNTY STANDARD DETAILS
DEPARTMENT OF WATER & SEWER

STANDARD NUMBER

S-13



SANITARY SEWER CREEK CROSSING

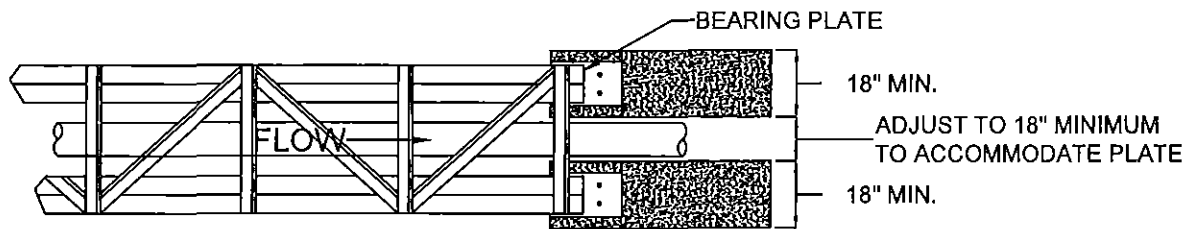
APPROVED/REVISED

APRIL, 2025

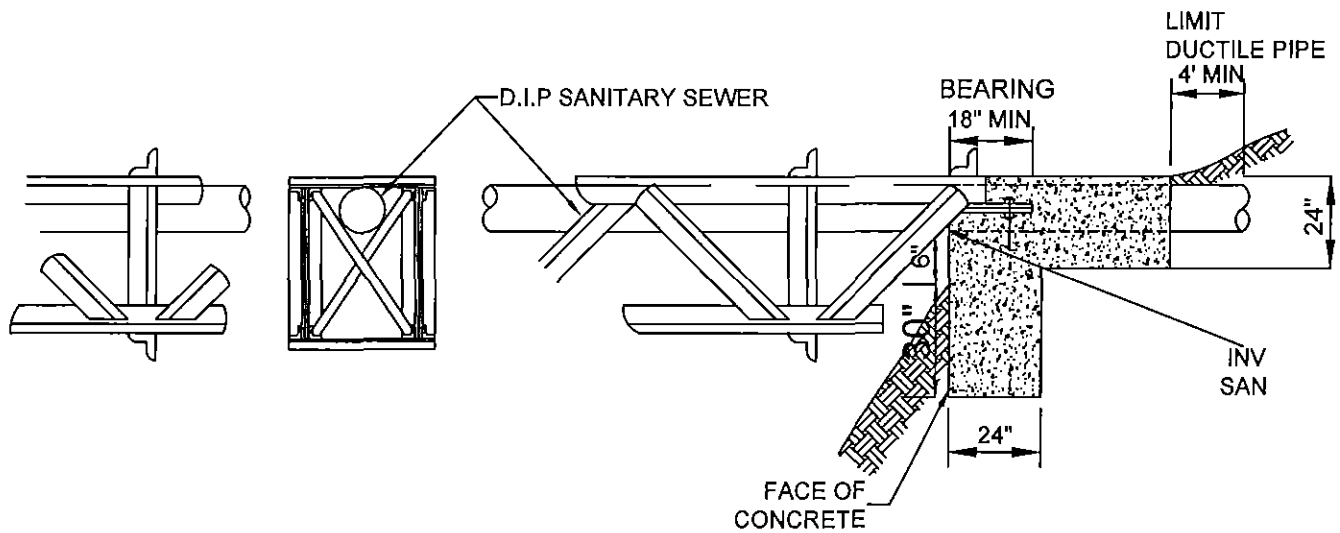
WARREN COUNTY STANDARD DETAILS
DEPARTMENT OF WATER & SEWER

STANDARD NUMBER

S-14



PLAN



ELEVATION

NOTES:

1. STRUCTURAL DESIGN, CALCULATIONS, AND DRAWING SHALL BE PREPARED AND STAMPED BY AN OHIO REGISTERED PROFESSIONAL ENGINEER AND SUBMITTED TO THE COUNTY FOR REVIEW.
2. SUBMIT COMPLETE DRAWINGS INCLUDING, BUT NOT LIMITED TO:
 - a. COMPLETE DETAILS WITH STRUCTURAL SELECTION AND MATERIAL PROPERTIES FOR ALL PROPOSED SECTIONS (BEAMS, COLUMNS, DECKING, ETC.)
 - b. STRUCTURAL CALCULATIONS, PREPARED AND STAMPED BY AN OHIO REGISTERED PROFESSIONAL ENGINEER.
 - c. PROTECTIVE COATINGS.

AERIAL SANITARY SEWER CROSSING

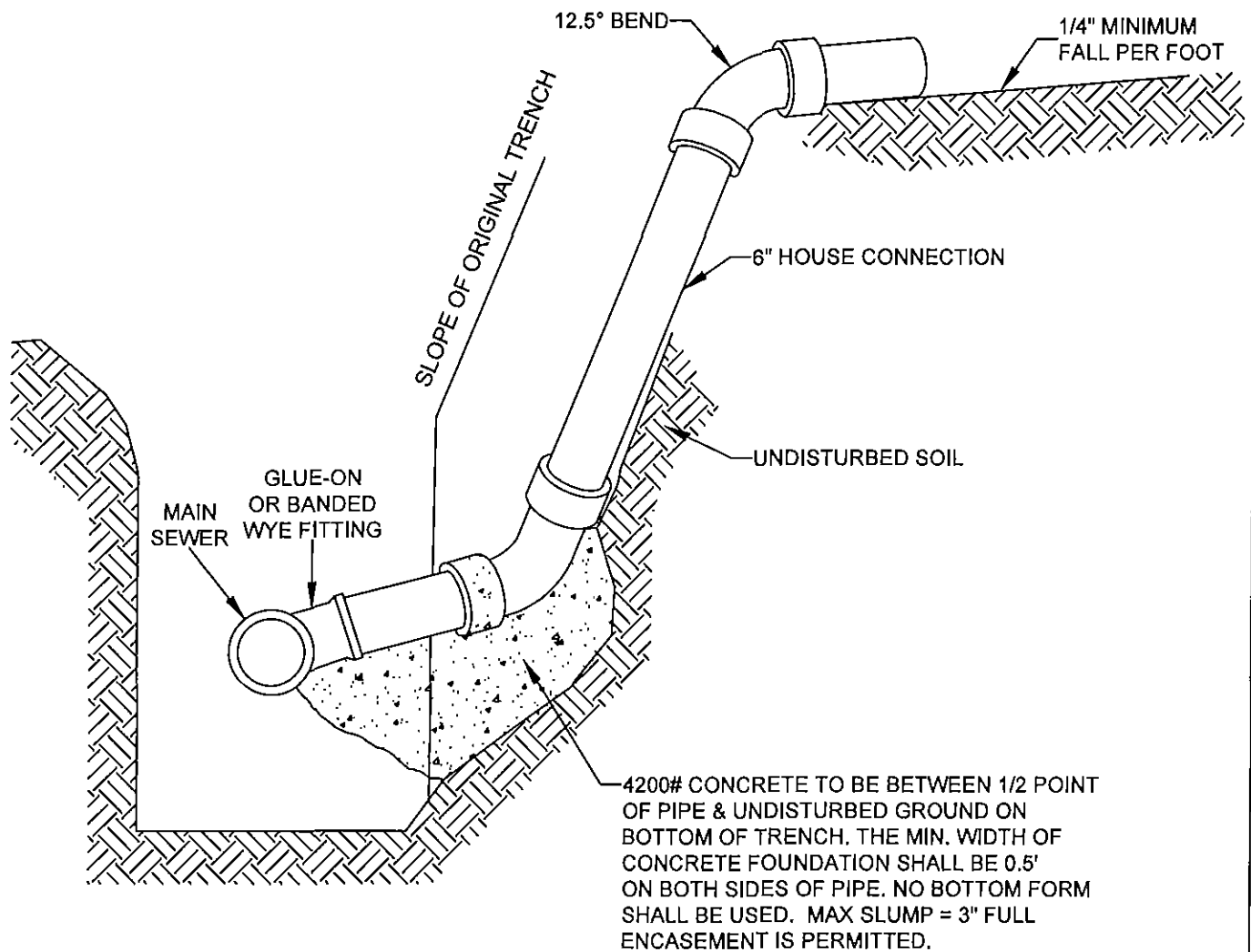
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APRIL, 2025

WARREN COUNTY STANDARD DETAILS
DEPARTMENT OF WATER & SEWER

STANDARD NUMBER

S-15



NOTES:

1. 1. ALL JOINTS SHALL BE WATER TIGHT.
2. PIPE TO BE BEDDED SO THAT PIPE LOADS ARE NOT IMPOSED ON EXISTING WYES OR SADDLES.
3. EXCAVATION CLOSER THAN TWO FEET (2') FROM PIPE, WYES OR SADDLES SHALL BE DONE BY HAND.
4. DEEP HOUSE CONNECTION TO BE USED WHEN HOUSE CONNECTION IS MADE TO A SEWER DEEPER THAN 12'.

DEEP HOUSE CONNECTIONS

APPROVED/REVISED

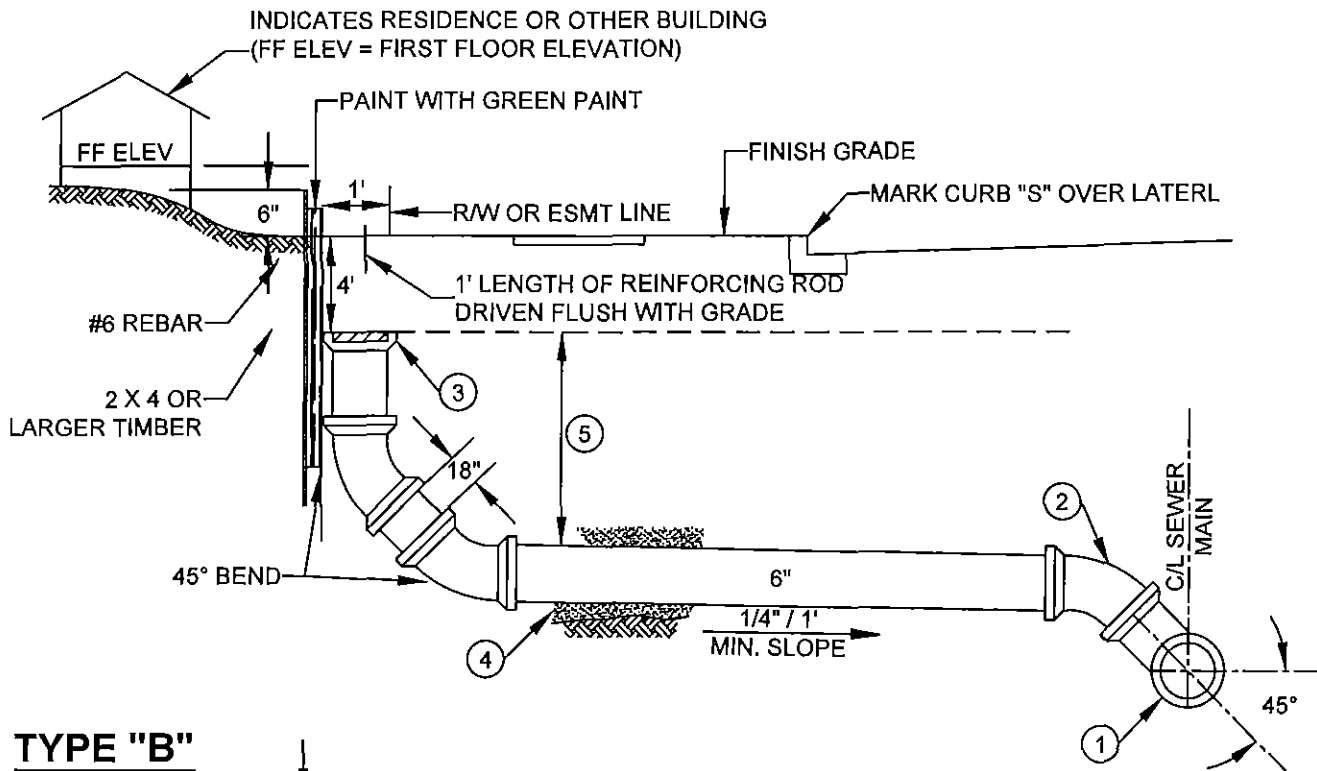
APRIL, 2025

WARREN COUNTY STANDARD DETAILS
DEPARTMENT OF WATER & SEWER

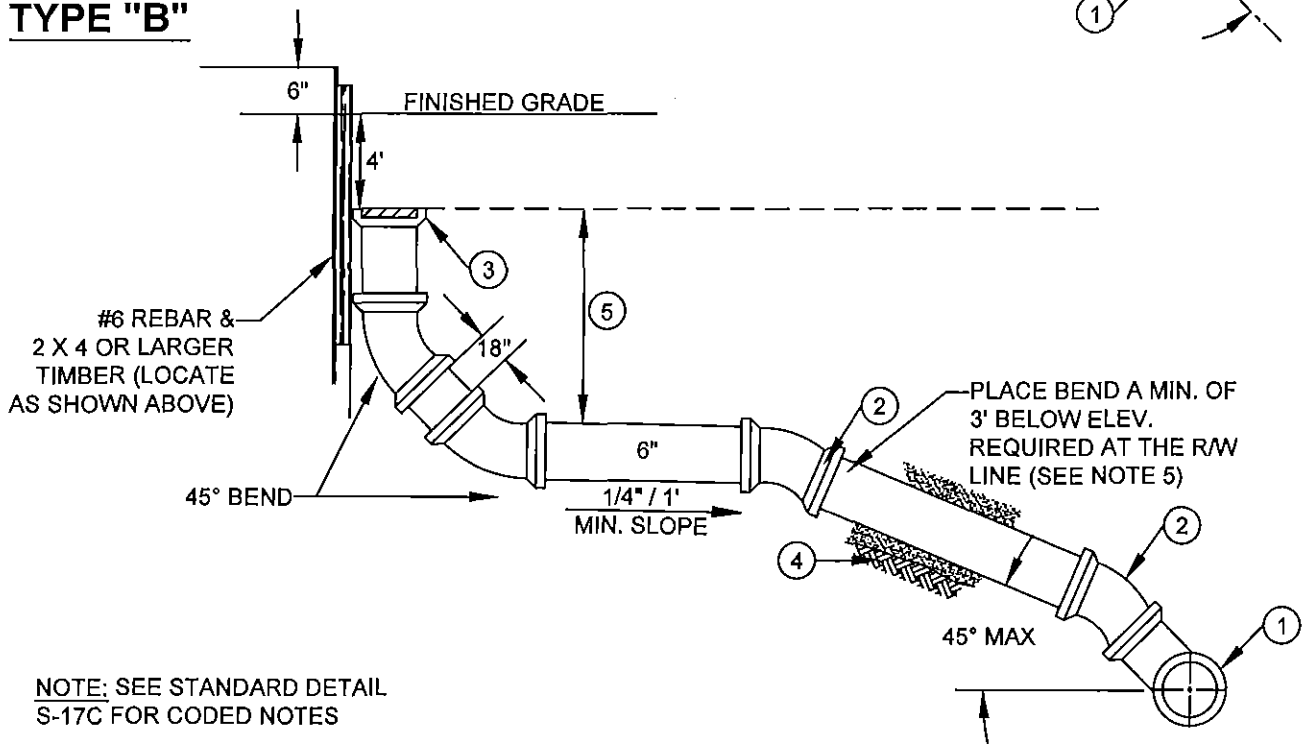
STANDARD NUMBER

S-16

TYPE "A"



TYPE "B"



NOTE: SEE STANDARD DETAIL
S-17C FOR CODED NOTES

HOUSE CONNECTIONS

SHT 1 OF 3

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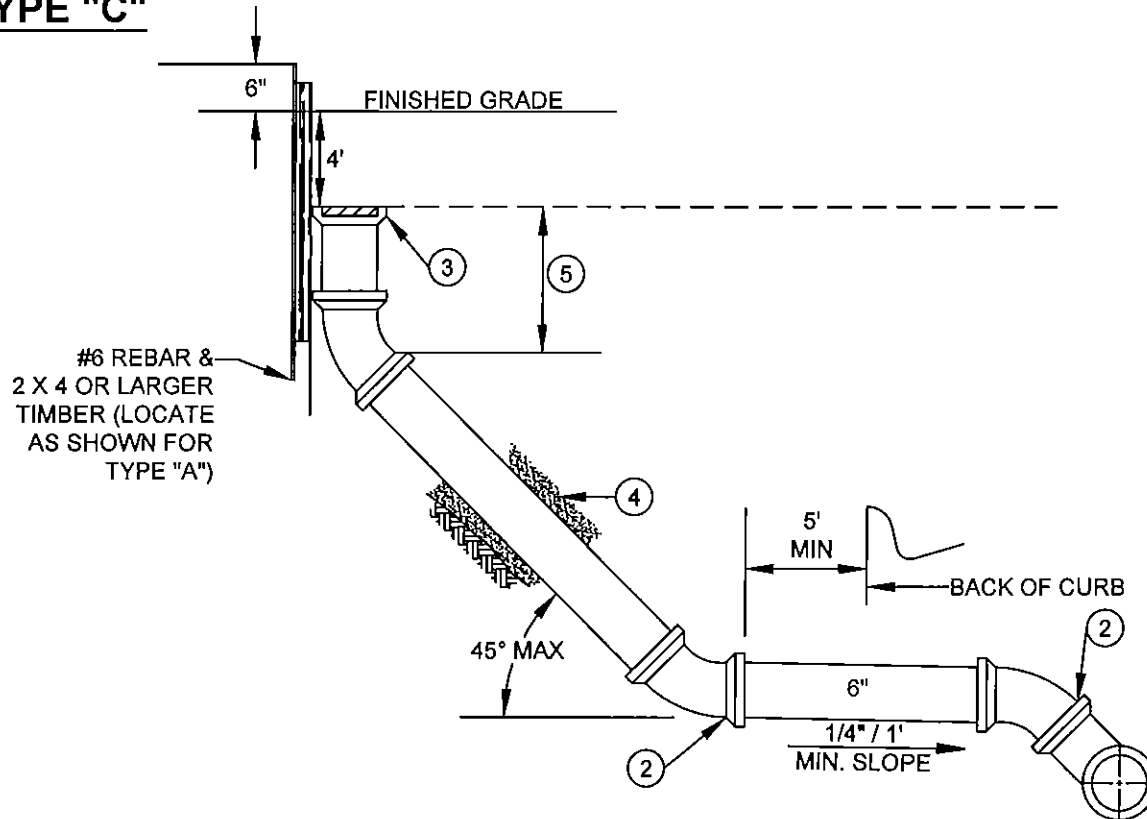
APRIL, 2025

WARREN COUNTY STANDARD DETAILS
DEPARTMENT OF WATER & SEWER

STANDARD NUMBER

S-17A

TYPE "C"



NOTE: SEE STANDARD DETAIL
S-17C FOR CODED NOTES

HOUSE CONNECTIONS

SHT 2 OF 3

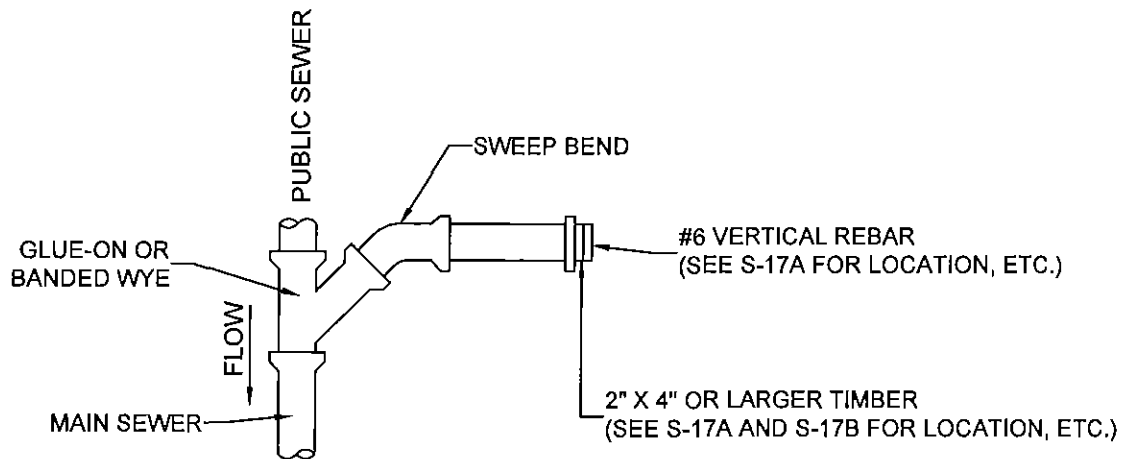
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WARREN COUNTY STANDARD DETAILS
DEPARTMENT OF WATER & SEWER

STANDARD NUMBER

S-17B



- ① 6" TEE OR WY - ROTATE 45° FROM HORIZONTAL WHEN ⑤ DIMENSION IS ATTAINABLE.
- ② 6" 1/8 BEND OR 1/16 BEND AS NEEDED.
- ③ CAP UNLESS JOINING EXISTING HOUSE LOCATION.
- ④ BED WITH 4" GRANULAR MATERIAL AND BACKFILL WITH GRANULAR MATERIAL TO 4" ABOVE PIPE.
- ⑤ 6' FOR HOUSES ON SLAB.
8' FOR HOUSES WITH CRAWL SPACE.
10' FOR HOUSES WITH BASEMENT.

NOTE:

- A. USE TYPE "B" WHEN SEWER INVERT ELEVATION IS 5' TO 10' BELOW THE ELEVATION REQUIRED AT R/W LINE.
- B. USE DEEP HOUSE CONNECTION (S-13) WHEN SEWER INVERT ELEVATION IS 10' OR MORE BELOW THE ELEVATION REQUIRED AT R/W LINE.
- C. IN ALL OTHER CASES USE TYPE "A" OR TYPE "C".

HOUSE CONNECTIONS

SHT 3 OF 3

APPROVED/REVISED

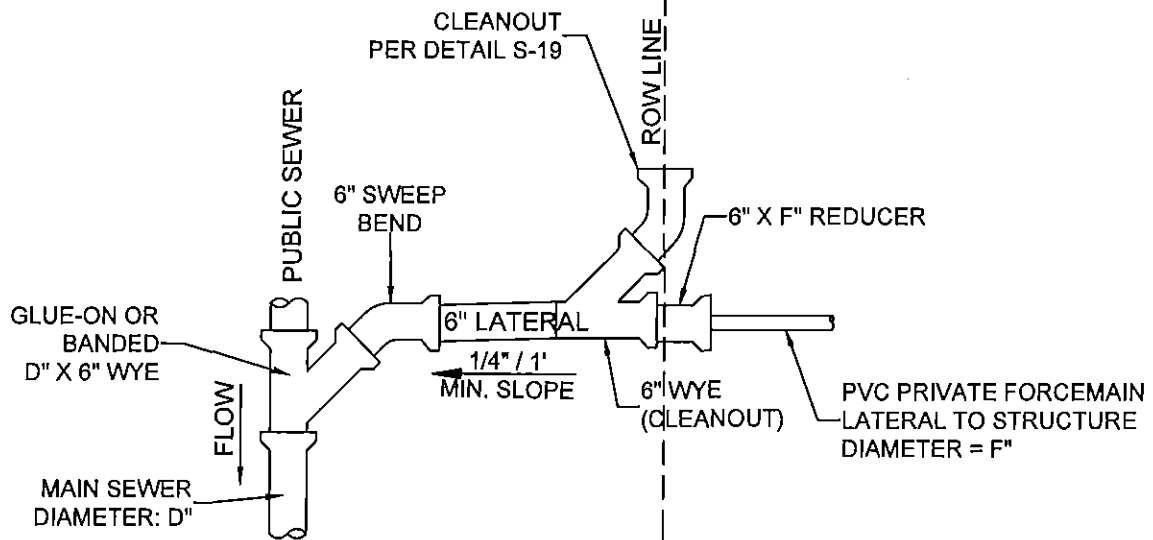
APRIL, 2025

WARREN COUNTY STANDARD DETAILS
DEPARTMENT OF WATER & SEWER

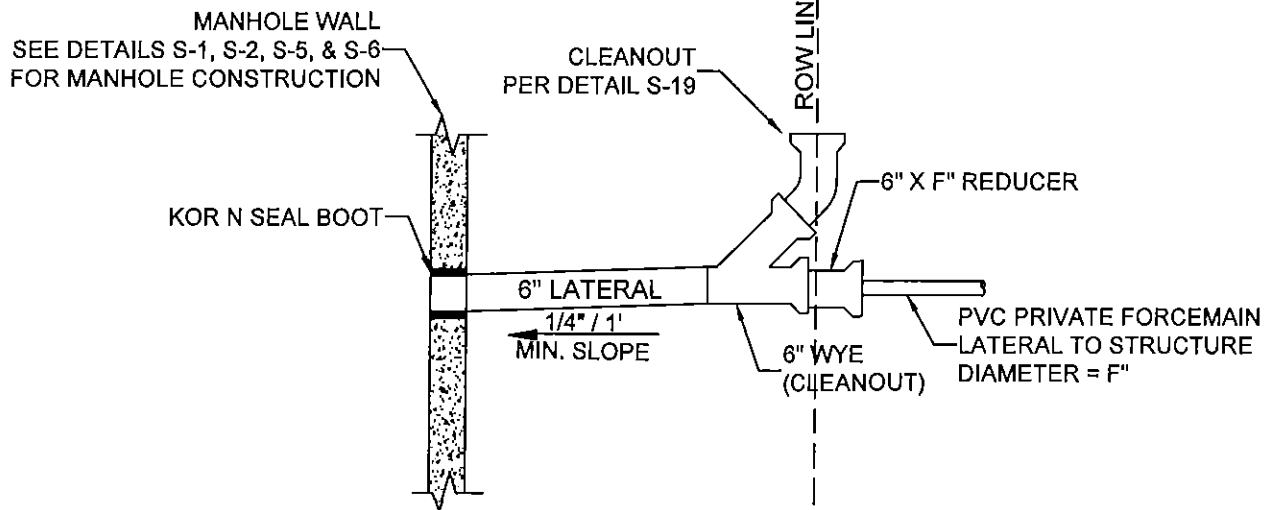
STANDARD NUMBER

S-17C

CONNECTION INTO GRAVITY MAIN



CONNECTION INTO MANHOLE



NOTE:

1. ALL SANITARY LATERALS SHALL FLOW BY GRAVITY FROM THE RIGHT-OF-WAY LINE TO THE PUBLIC SANITARY SEWER MAIN OR PUBLIC SANITARY SEWER MANHOLE.
2. DIRECT CONNECTION OF A PRESSURE PIPE LATERAL INTO A MANHOLE IS NOT PERMITTED.

PRIVATE FORCEMAIN LATERAL CONNECTION

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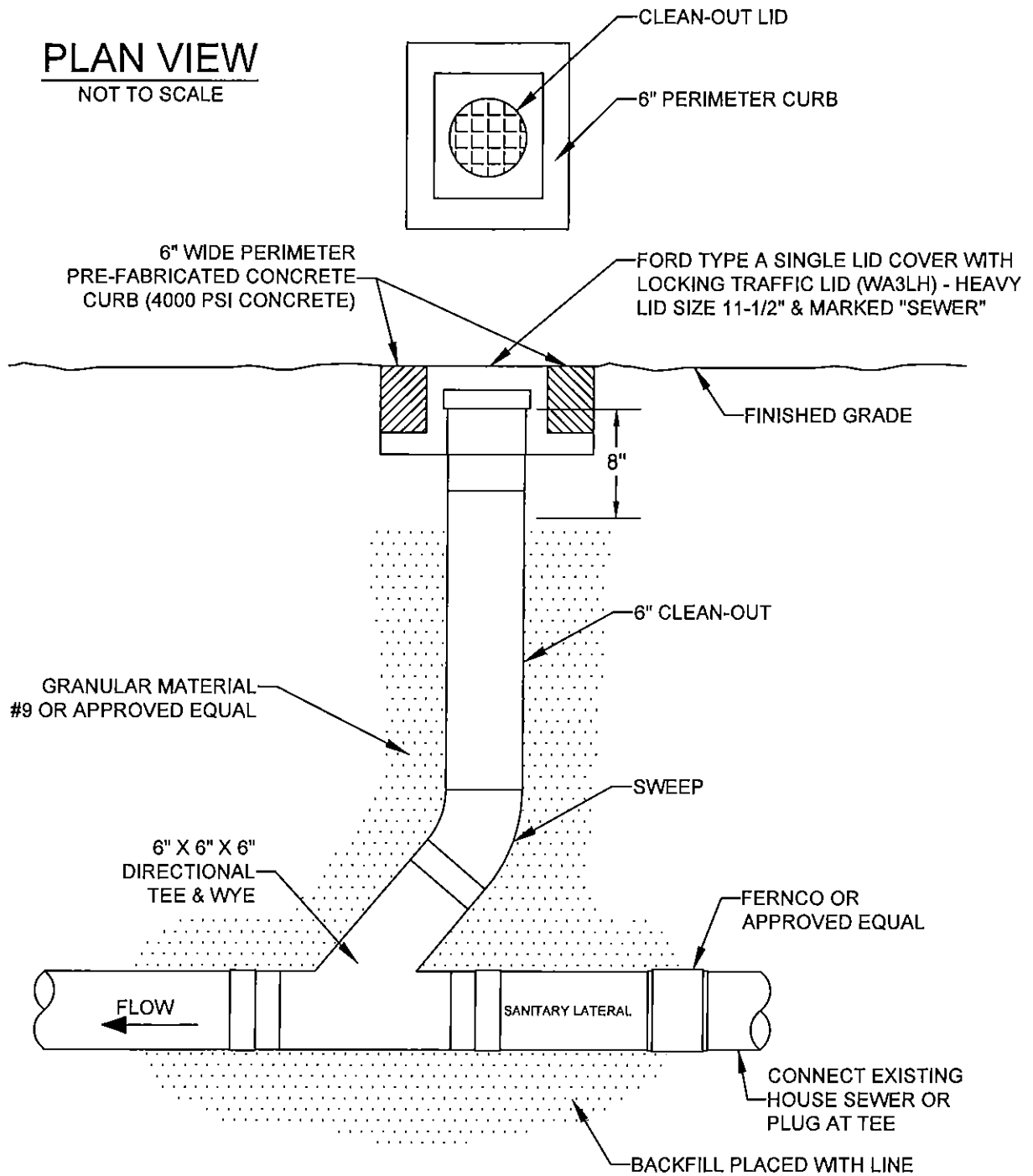
APRIL, 2025

WARREN COUNTY STANDARD DETAILS
DEPARTMENT OF WATER & SEWER

STANDARD NUMBER

S-18

PLAN VIEW NOT TO SCALE



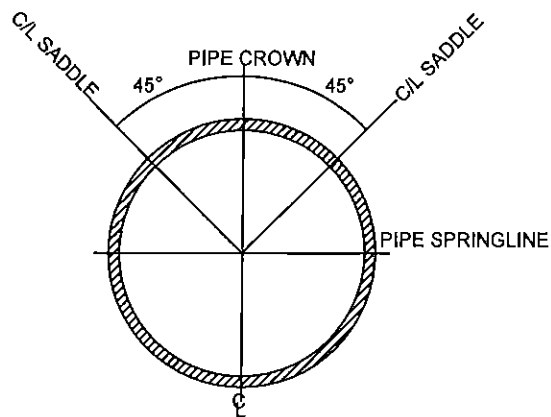
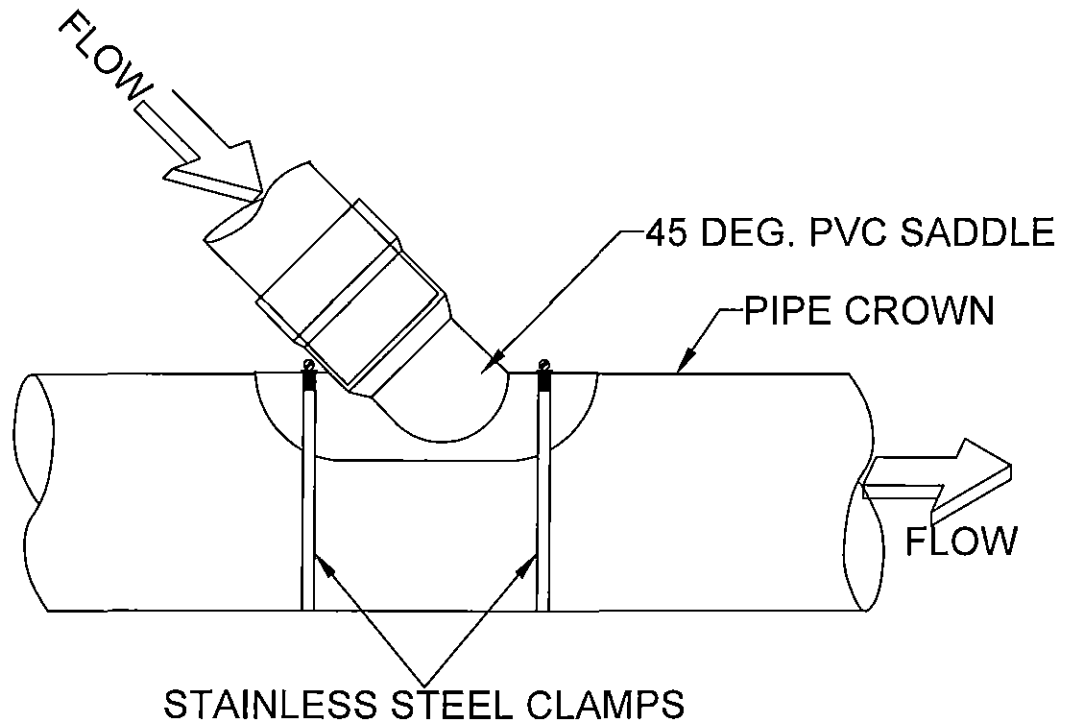
NOTES:

CLEANOUTS SHALL BE INSTALLED AT ALL 45° BENDS.

ALL STRUCTURES MUST HAVE A CLEANOUT THAT IS ACCESSIBLE WITHIN TWO FEET (2') FROM THE POINT OF ENTRY INTO THE STRUCTURES.

SANITARY CLEANOUT

APPROVED/REVISED	WARREN COUNTY STANDARD DETAILS DEPARTMENT OF WATER & SEWER	STANDARD NUMBER
APRIL, 2025		S-19



LATERAL SADDLE INSTALLATION DETAIL FOR PVC PIPE

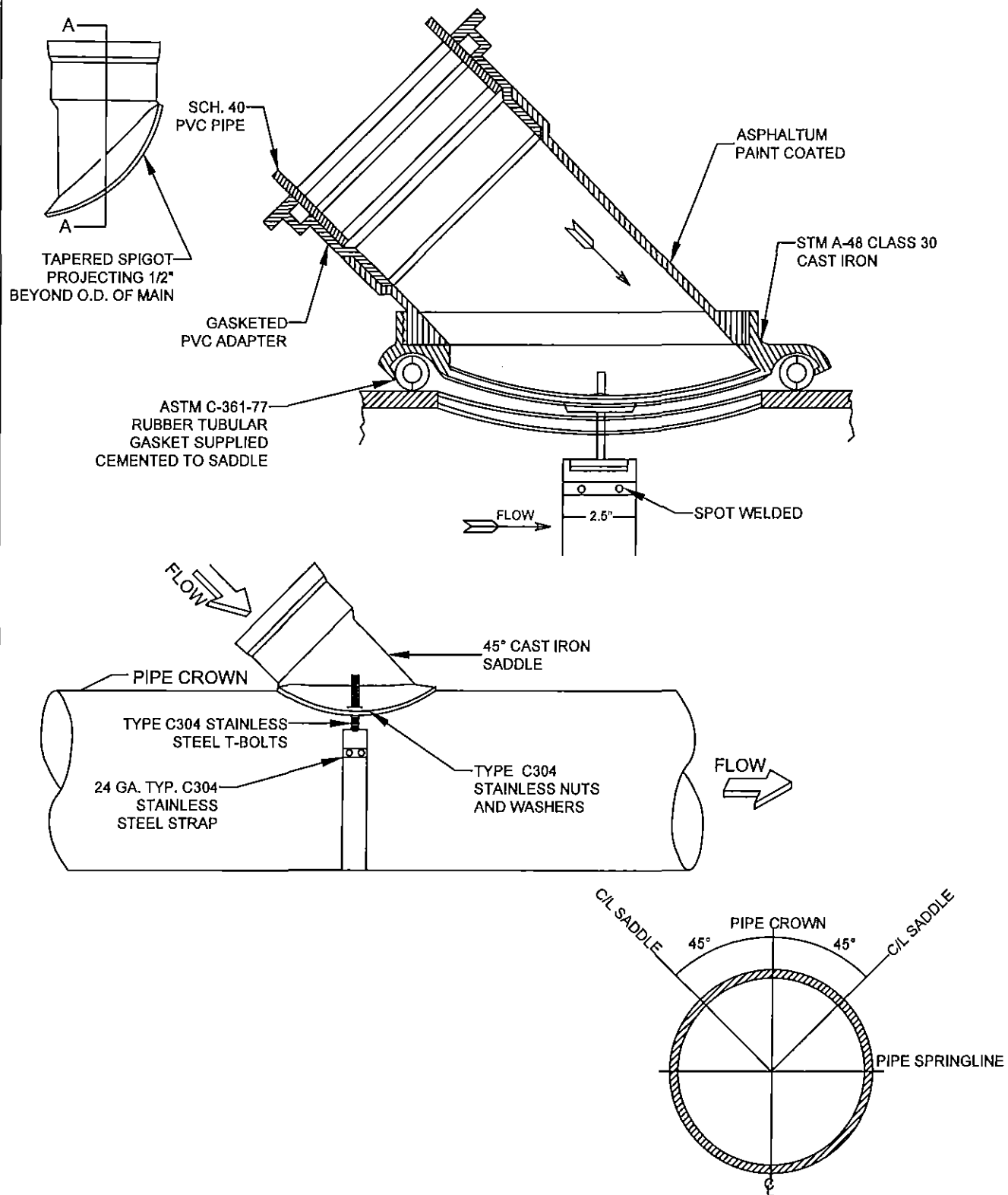
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WARREN COUNTY STANDARD DETAILS
DEPARTMENT OF WATER & SEWER

STANDARD NUMBER

S-20



LATERAL SADDLE INSTALLATION FOR VCP & DUCTILE IRON PIPE

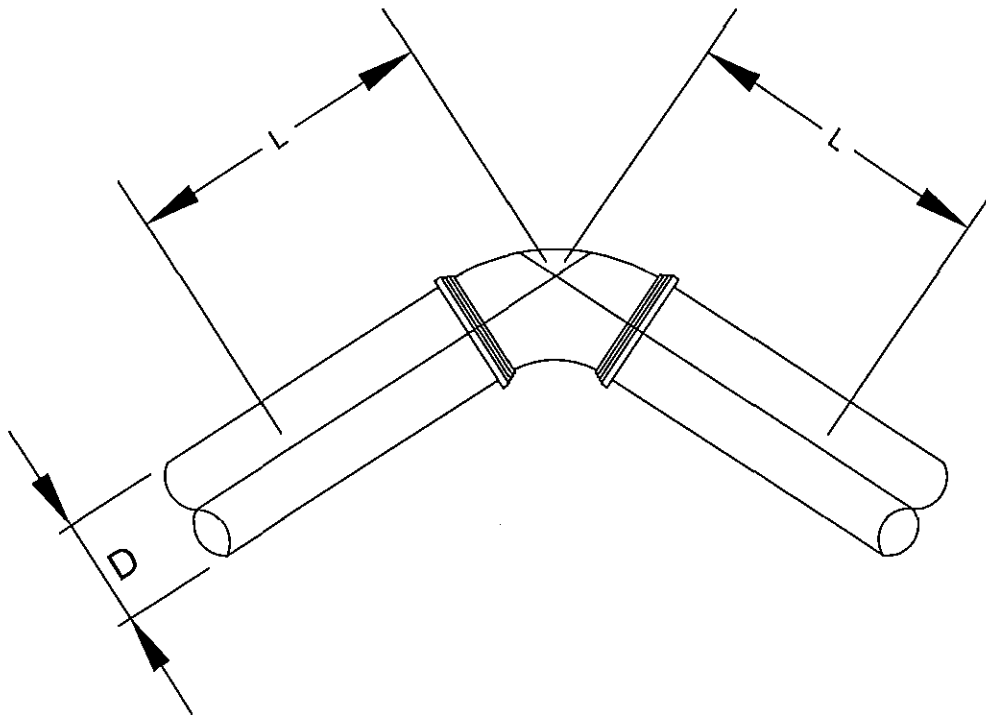
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WARREN COUNTY STANDARD DETAILS
DEPARTMENT OF WATER & SEWER

STANDARD NUMBER

S-21



MINIMUM 60' OF RESTRAINED JOINT PIPE (RJP) IS REQUIRED BEFORE AND AFTER ALL HORIZONTAL AND VERTICAL BENDS. REFER TO TABLE BELOW.

RESTRAINT OPTIONS:

MECHANICAL JOINT W/MEGALUGS ~ ALL SIZES OF PIPE

MJ FIELD LOCKS ~ < 24" PIPE

TABLE
REQUIRED LENGTH OF RESTRAINED JOINTS
D - DIAMETER OF PIPE
L - LENGTH OF PIPE

D	4"	6"	8"	10"	12"	16"	20"	24"
L	60'	60'	60'	60'	66'	98'	125'	145'

NOTES:

1. ALL HORIZONTAL AND VERTICAL BENDS SHALL BE LABELED WITH STATIONING.
2. LABEL LIMITS OF REQUIRED RESTRAINED JOINTS WITH STATIONING.

REQUIRED RESTRAINED JOINTS FOR FORCEMAIN BENDS

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APRIL, 2025

WARREN COUNTY STANDARD DETAILS
DEPARTMENT OF WATER & SEWER

STANDARD NUMBER

S-22

NOTE: TOP OF CASTING SHALL BE AT FINISHED GRADE AT PAVED LOCATIONS (ROADWAYS AND PARKING LOTS) AND AT DEVELOPED LOTS. IN UNDEVELOPED LOTS, TOP OF CASTING TO BE A MINIMUM OF 12" ABOVE FINISHED GRADE OR AS SHOWN ON PLAN.

MANHOLE COVER & FRAME TO BE NEENAH, EJ, OR APPROVED EQUAL. COVER TO BE LETTERED "SANITARY" OR "SANITARY SEWER". EJ. PART NOS. 00160041B01 SOLID LID R-1776 & R-1767-2001-1 CASTING

FINISHED GRADE

MANHOLE COVER & FRAME TO BE NEENAH, EJ, OR APPROVED EQUAL. COVER TO BE LETTERED "SANITARY" OR "SANITARY SEWER". EJ. PART NOS. 00160041B01 SOLID LID R-1776 & R-1767-2001-1 CASTING

ADJUST TO FINISHED GRADE WITH PRECAST CONCRETE COLLARS, PROVIDE 12" MAXIMUM ADJUSTMENT.

MANHOLE SHALL CONFORM TO ASTM SPECIFICATION C-478

WATERTIGHT GASKETS ARE REQUIRED AT ALL JOINTS (ASTM C-443 FOR RUBBER TYPE GASKET JOINTS.)

STANDARD MANHOLE STEPS ASTM D-4101

5' DIA.

CAULK WITH EXPANDING GROUT (TYP.)

2" HOSE CONNECTOR
2" PLUG VALVE
2" NIPPLE
PLUG VALVES

FORCE MAIN

STRAIGHT COUPLING

FLANGED CROSS - RUN TO MATCH FORCEMAIN DIAMETER BRANCHES TO BE 4"

COMPANION FLANGE WITH 4" PLUG

2'-6"

SLOPE

CLASS "A" CONCRETE

FORCEMAIN CLEANOUT

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WARREN COUNTY STANDARD DETAILS
DEPARTMENT OF WATER & SEWER

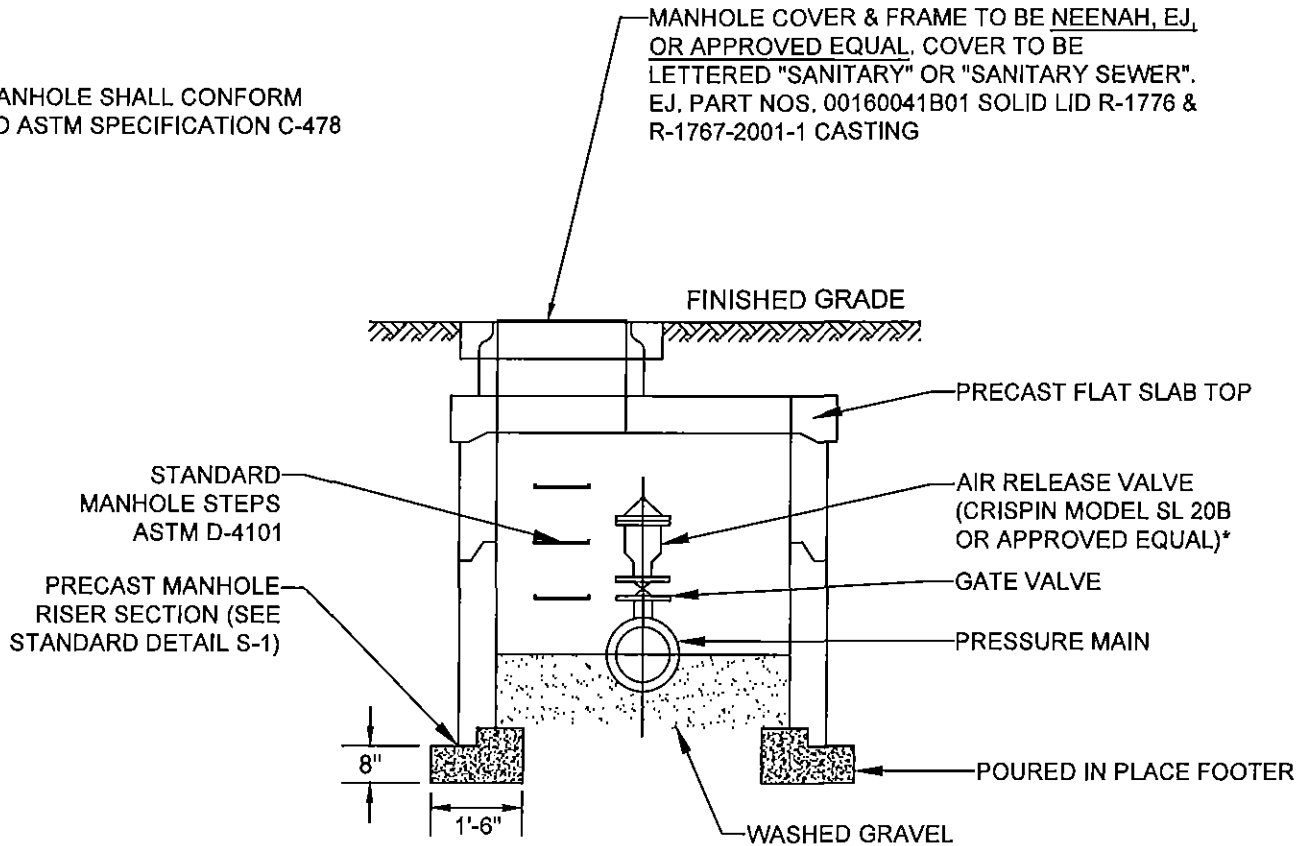
STANDARD NUMBER

S-23

NOTE: TOP OF CASTING SHALL BE AT FINISHED GRADE AT PAVED LOCATIONS (ROADWAYS AND PARKING LOTS) AND AT DEVELOPED LOTS. IN UNDEVELOPED LOTS, TOP OF CASTING TO BE A MINIMUM OF 12" ABOVE FINISHED GRADE OR AS SHOWN ON PLAN.

MANHOLE SHALL CONFORM TO ASTM SPECIFICATION C-478

MANHOLE COVER & FRAME TO BE NEENAH, EJ. OR APPROVED EQUAL. COVER TO BE LETTERED "SANITARY" OR "SANITARY SEWER". EJ. PART NOS. 00160041B01 SOLID LID R-1776 & R-1767-2001-1 CASTING



NOTE: IN WET AREAS SEAL BOTTOM WITH POURED CONCRETE BASE OR PRECAST MANHOLE BASE.

ADJUST TO FINISH GRADE WITH PRECAST CONCRETE COLLARS - 12" MAX ADJUSTMENT.

* MODEL NUMBER MAY VARY DEPENDING ON APPLICATION

WATERTIGHT GASKETS ARE REQUIRED AT ALL JOINTS (ASTM C-443 FOR RUBBER TYPE GASKET JOINTS).

AIR RELEASE VALVE ASSEMBLY

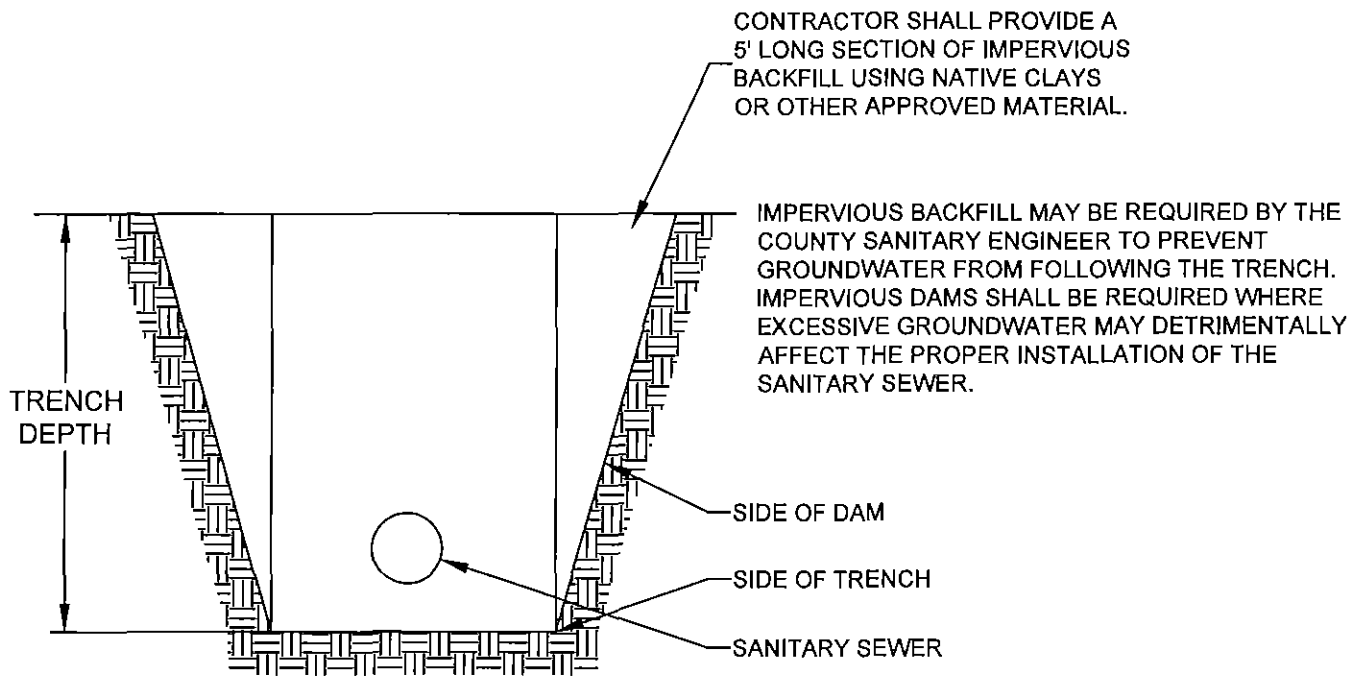
APPROVED/REVISED

APRIL, 2025

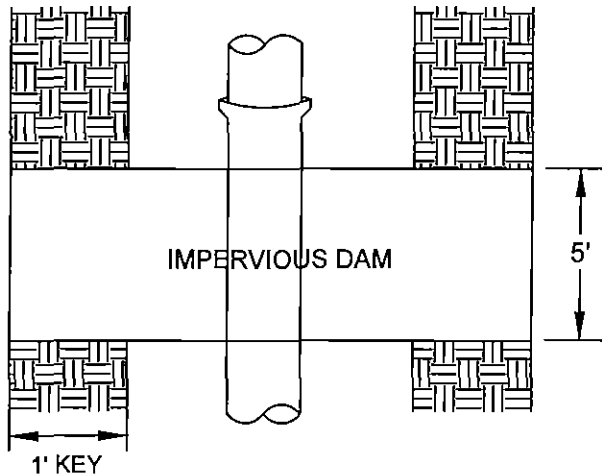
WARREN COUNTY STANDARD DETAILS
DEPARTMENT OF WATER & SEWER

STANDARD NUMBER

S-24



IMPERVIOUS DAM DETAIL ELEVATION



DAM PLAN

THE CONTRACTOR SHALL PLACE CUTOFF TRENCH DAMS OF NATIVE CLAY OR IMPERVIOUS SOIL ACROSS AND ALONG THE TRENCH AS SPECIFIED BY THE COUNTY SANITARY ENGINEER.

THE TRENCH DAMS SHALL BE CAREFULLY COMPACTED AND SHALL BE 5 FEET IN LENGTH (MEASURED ALONG THE TRENCH CENTERLINE) AND SHALL BE BENCHED INTO THE UNDISTURBED TRENCH SIDES.

IMPERVIOUS DAM DETAIL

APPROVED/REVISED

APRIL, 2025

WARREN COUNTY STANDARD DETAILS
DEPARTMENT OF WATER & SEWER

STANDARD NUMBER

S-25

DETAILED PROCEDURES FOR SANITARY SEWER

PROCEDURES FOR MAKING SEWER LATERAL CONNECTIONS TO EXISTING SEWER:

A. IF ABS COMPOSITE

1. EXCAVATE TO POINT OF LATERAL ON MAIN.
2. CLEAN EXISTING PIPE.
3. ALIGN SADDLE TO PROPER POSITION AND MARK AREA TO BE CUT.
4. CUT HOLE IN PIPE AS REQUIRED MAKING SURE THE CUT OUT DOESN'T ENTER THE MAIN.
5. ATTACH AND SEAL SADDLE WITH STAINLESS STEEL STRAPS AND MASTIC SEALER BETWEEN SADDLE AND PIPE. INSERTA TEES ARE NOT PERMITTED.

B. IF CLAY OR CONCRETE

1. EXCAVATE TO POINT OF LATERAL ON MAIN.
2. PLUG OUTLET PIPE AT UPSTREAM MANHOLE - PUMP TO DOWNSTREAM MANHOLE IF NECESSARY. REMOVE CLOSEST LENGTH OF PIPE AND REPLACE WITH TEE LATERAL SECTION OF PIPE OR CORE EXISTING MAIN.

PROCEDURE FOR MAKING SEWER EXTENSIONS FROM EXISTING MANHOLES:

- A. CONSTRUCT LINE TO WITHIN ONE JOINT OF EXISTING MANHOLE.
- B. AFTER LINE PASSES LEAKAGE TEST AND WARREN COUNTY SANITARY ENGINEER GIVES GO AHEAD - CONNECTION IS TO BE MADE.
- C. PLUG OUTLET PIPE AT UPSTREAM MANHOLE - PUMP TO DOWNSTREAM MANHOLE IF NECESSARY.
- D. A HOLE IS CUT AT THE PROPOSED INLET POINT AND THE LAST JOINT IS LAID.
- E. EXISTING BENCH AND CHANNEL OF MANHOLE IS REBUILT AND SHAPED AS REQUIRED.
- F. NEW CONNECTION IS TO BE SEALED AS REQUIRED.

PROCEDURE FOR MAKING NEW MANHOLES ON EXISTING SEWER MAINS:

- A. EXCAVATE AND EXPOSE EXISTING SEWER AT POINT OF NEW MANHOLE.
- B. BUILD MANHOLE OVER EXISTING LINE WILL NOT DISTURBING EXISTING LINE.
- C. BUILD NEW LINE(S) FROM NEW MANHOLE.
- D. AFTER NEW LINE(S) PASS(ES) LEAKAGE TEST AND WARREN COUNTY SANITARY ENGINEER GIVE GO AHEAD - PLUG OUTLET PIPE AT EXISTING UPSTREAM MANHOLE (PUMP TO EXISTING DOWNSTREAM MANHOLE IF NECESSARY).
- E. BREAKOUT TOP OF EXISTING SEWER AS REQUIRED AND FORM A BENCH AND CHANNEL AS REQUIRED.

STORM WATER AND EXTRANEEOUS FLOWS:

- A. STORM WATER AND EXTRANEEOUS FLOWS ARE PROHIBITED FROM ENTERING THE EXISTING SYSTEM DURING CONSTRUCTION.
- B. NO OPEN CUT TRENCHES WILL BE ALLOWED TO REMAIN OPEN OVERNIGHT.
- C. STORM DRAINS, DIVERSION DITCHES, PUMPS, ETC., SHALL BE USED AS REQUIRED TO MAINTAIN THE INTEGRITY OF THE SYSTEM AT ALL TIMES.

SANITARY SEWER BEDDING:

- A. ALL SANITARY SEWER PIPE MUST BE BEDDED WITH NUMBER 57 STONE EXTENDING FROM A POINT NOT LESS THAN 6" BELOW THE BOTTOM OF THE PIPE TO THE SPRINGLINE OF THE PIPE.
- B. BACKFILL WITH NUMBER 9 GRITS FROM THE SPRINGLINE TO A POINT NOT LESS THAN 12" ABOVE THE CROWN OF THE PIPE.
- C. BEDDING SHALL PROVIDE A UNIFORM SUPPORT ALONG THE ENTIRE PIPE BARREL, WITHOUT LOAD CONCENTRATION AT JOINT COLLARS OR BELLS.
- D. BEDDING DISTURBED BY PIPE MOVEMENT OR BY REMOVAL OF SHORING OR MOVEMENT OF THE TRENCH SHIELD OR BOXY SHALL BE RECONSOLIDATED PRIOR TO BACKFILL.
- E. BEDDING TO BE COMPACTED TO 95% PROCTOR.

APPROVED/REVISED

APRIL, 2025

WARREN COUNTY STANDARD DETAILS
DEPARTMENT OF WATER & SEWER

STANDARD NUMBER

SG-1

GENERAL NOTES - SANITARY SEWER

1. ALL SANITARY PIPE SHALL CONFORM TO THE FOLLOWING:
 - A. ASTM D-2680 FOR ABS/PVC GASKETED COMPOSITE PIPE (TRUSS)
 - B. ASTM D-3034 FOR SDR 26 GASKETED 4" - 15" DIAMETER
 - C. ASTM F-679 FOR SDR 26 GASKETED 18" - 30" DIAMETER
 - D. PIPE LARGER THAN 15" SHALL CONFORM TO ASTM F-9494 (A2000) OR ASTM F-1803.
2. CERAMIC COATED CLASS 53 DUCTILE IRON PIPE OR EQUAL MUST BE USED WHERE SPECIFIED BY THE COUNTY SANITARY ENGINEER.
3. JOINTS FOR PVC GRAVITY SEWER SHALL BE PUSH-ON TYPES WITH RUBBER GASKETS. PIPE ENDS SHALL NOT BE BEVELED. PIPE ENDS MUST BE SEALED.
4. ROOF DRAINS, FOUNDATION DRAINS, AND OTHER STORM WATER CONNECTIONS TO THE SANITARY SYSTEM ARE PROHIBITED.
5. NO MANHOLE OR ANY PORTION OF THE MANHOLE, SHALL BE LOCATED UNDER A SIDEWALK OR DRIVEWAY.
6. SANITARY SEWER LATERALS SHALL BE CONSTRUCTED OF THE FOLLOWING MATERIALS.
 - A. ABS PIPE - ASTM d-2751 WITH SDR 23.5 (6" GLUE JOINT)
 - B. PVC PIPE - ASTM D-3034 WITH 23.5 (6" GLUE OR GASKET JOINT)
ASTM D-2665 SCHEDULE 40
ASTM D-3034 WITH SDR 35 (6" ONLY)
 - C. DUCTILE IRON - CLASS 53 (6")
7. SEWER LATERAL LOCATION :
 - A. SEWER LATERALS MUST BE EXTENDED TO THE HOUSE SIDE OF UTILITY EASEMENTS.
 - B. SEWER LATERALS SHALL BE MARKED BY TWO INCHES BY FOUR INCHES (2" X 4") OR LARGER POSTS. POSTS SHALL BE PAINTED GREEN.
 - C. A SIX FOOT (6') LENGTH OF #6 REINFORCED BAR SHALL BE INSTALLED AGAINST THE POST.
 - D. END OF SEWER LATERAL SHALL NOT EXCEED 4' IN DEPTH UNLESS APPROVED BY THE COUNTY SANITARY ENGINEER.
 - E. SEE DETAILS S-17A , S-17B, S-17C, AND S-18.
8. ONLY SANITARY WYES WITH 45° BENDS SHALL BE USED FOR SANITARY LATERAL INSTALLATION. ALL WYES TO BE GLUE JOINTS ON TRUSS AND COMPOSITE PIPE. ALL SANITARY LATERALS MUST BE SIX INCHES (6") IN DIAMETER WITHIN THE RIGHT-OF-WAY. NO CONNECTION SHALL BE MADE TO THE CROWN OF THE SEWER MAIN.
9. ALL LATERALS TO BE NOT LESS THAN SIX INCHES (6") INSIDE DIAMETER.
10. THE LOCATION OF SEWER LATERALS MUST BE STAMPED IN THE CURB AT THE TIME THE CURB IS PLACED TO PERMANENTLY INDICATE THE LOCATION OF SAID LATERALS.
11. THE LOCATION OF ALL SEWER LATERALS MUST BE PROVIDED ON THE AS-BUILT PLANS.
12. MANHOLE LATERALS SHALL HAVE AN INVERT TWO INCHES (2") ABOVE MAIN-LINE INVERTS.
13. EXISTING MANHOLE CASTING ARE TO BE RAISED BY EITHER A MANHOLE ADJUSTING RING OR A BARREL SECTION ADDED. IF THE HEIGHT OF NECESSARY ADJUSTMENT IS OVER ONE FOOT (1') OR THERE IS ALREADY AN EXISTING ADJUSTMENT RING BEING USED, THE CONTRACTOR IS TO USE A NEW BARREL SECTION ONLY. EXTRA CARE IS TO BE TAKEN TO INSURE A PROPER AND TIGHT SEAL AT ALL NEW JOINTS.

APPROVED/REVISED

APRIL, 2025

WARREN COUNTY STANDARD DETAILS
DEPARTMENT OF WATER & SEWER

STANDARD NUMBER

SG-2A

GENERAL NOTES - SANITARY SEWER (CONTINUED)

14. THE CONTRACTOR MUST INSTALL MECHANICAL PLUG(S) AT THE POINT(S) OF CONNECTION TO EXISTING SEWER PRIOR TO INITIATING ANY CONSTRUCTION. THE MECHANICAL PLUG(S) SHALL REMAIN IN PLACE UNTIL THE NEW MAINS HAVE BEEN FLUSHED, CLEANED, TESTED, TELEVISED, AND APPROVED FOR USE BY WARREN COUNTY SANITARY ENGINEER. THE MECHANICAL PLUG(S) CAN ONLY BE REMOVED IN THE PRESENCE OF A WARREN COUNTY SEWER INSPECTOR.
15. TRENCH SAFETY IS THE RESPONSIBILITY OF THE CONTRACTOR. THE CONTRACTOR MUST INSURE THAT ALL APPLICABLE OSHA OPEN TRENCH SAFETY REQUIREMENTS ARE FOLLOWED. IT IS NOT WARREN COUNTY'S RESPONSIBILITY TO INSPECT EACH SITE FOR COMPLIANCE.
16. HDPE PIPE MAY ONLY BE USED FOR DIRECTIONAL BORING OF FORCE MAINS WITH APPROVAL FROM THE COUNTY SANITARY ENGINEER. ALL DIRECTIONAL BORING SHOULD BE ACCOMPANIED BY DRILLING LOGS AT 25' STATION INCREMENTS, PVC PIPE SHALL BE PERMITTED FOR FORCE MAINS SIX INCHES (6") OR SMALLER IN DIAMETER. FORCE MAINS EIGHT INCHES (8") OR LARGER MUST BE CLASS 53 DUCTILE IRON WITH AN INTERIOR LINING OF EPOXY OR CERAMIC. PVC SHALL CONFORM TO AWWA C900 REQUIREMENTS AND HAVE AN EQUIVALENT OUTSIDE DIAMETER OF DR 14.
17. MINIMUM SLOPE SHALL BE AS FOLLOWS:

<u>PIPE SIZE</u>	<u>MINIMUM SLOPE (%)</u>
6"	2.00
8"	.50
10"	.35
12"	.28
15"	.19
18"	.15

18. ALL MATERIALS USED SHALL BE DOMESTIC, MADE IN THE UNITED STATES OF AMERICA.

APPROVED/REVISED

APRIL, 2025

WARREN COUNTY STANDARD DETAILS
DEPARTMENT OF WATER & SEWER

STANDARD NUMBER

SG-2B

PIPE CONNECTIONS INTO MANHOLES

SEWER PIPE TO MANHOLE CONNECTIONS ON ALL SANITARY SEWERS SHALL BE FLEXIBLE AND WATERTIGHT. SEWER PIPE SHALL BE SEALED IN THE MANHOLE SECTION PIPE OPENINGS WITH A RESILIENT CONNECTOR MEETING THE REQUIREMENTS OF ASTM C923. THE CONNECTION MAY BE ANY OF THE FOLLOWING TYPES:

1. RUBBER SLEEVE WITH STAINLESS STEEL BANDING
 - A. KOR-N-SEAL AS MANUFACTURED BY POLLUTION CONTROL SYSTEMS, INC.
 - B. LOCK JOINT FLEXIBLE MANHOLE SLEEVE AS MANUFACTURED BY INTERSPACE CORPORATION.
 - C. OR EQUAL.
2. RUBBER GASKET COMPRESSION
 - A. PRESS WEDGE II AS MANUFACTURED BY PRESS-SEAL GASKET CORPORATION.
 - B. DURA-SEAL AS MANUFACTURED BY DURA TECH, INC.
 - C. OR EQUAL.

RESILIENT CONNECTOR SHALL BE CAST INTEGRALLY INTO THE WALL OF THE MANHOLE SECTION AT TIME OF MANUFACTURE OR SHALL BE INSTALLED BY MECHANICAL MEANS IN OPENING CUT INTO MAHOLE WALL PER ASTM C923.

ANY CONNECTION TO AN EXISTING MANHOLE MUST BE MADE BY CORING THE MANHOLE. ANY CORE TO A MANHOLE MUST BE CENTERED IN THE BARREL SECTION. NO CORE SHALL BE MADE ALONG THE SEAM OF THE BARREL SECTION(S).

APPROVED/REVISED APRIL, 2025	WARREN COUNTY STANDARD DETAILS DEPARTMENT OF WATER & SEWER	STANDARD NUMBER SG-3

SEWER TESTING

1. THE CONTRACTOR MUST INSTALL MECHANICAL PLUG(S) AT THE POINT(S) OF CONNECTION TO THE EXISTING SEWER PRIOR TO INITIATING ANY CONSTRUCTION. THE MECHANICAL PLUG(S) SHALL REMAIN IN PLACE UNTIL THE NEW MAINS HAVE BEEN FLUSHED, CLEANED, TESTED, TELEVISED, AND APPROVED FOR USE BY THE WARREN COUNTY SANITARY ENGINEER. THE MECHANICAL PLUG(S) CAN ONLY BE REMOVED IN THE PRESENCE OF A WARREN COUNTY SEWER INSPECTOR.
2. ALL NEW MANHOLES SHALL BE VACUUM TESTED. A VACUUM OF 10" OF MERCURY SHALL BE DRAWN ON THE MANHOLE. FOR A 4' MANHOLE LESS THAN 20' DEEP, MANHOLE SHALL HOLD 9" OF MERCURY FOR AT LEAST ONE (1) MINUTE.
3. ALL SANITARY SEWER MAINS MUST BE AIR TESTED. THE STANDARD TEST IS AN AIR PRESSURE TEST OF 5.0 PSI FOR A FIVE (5) MINUTE PERIOD WITH A MAXIMUM OF 1.0 PSI LOSS.
4. ALL NON-TRUSS PIPE SHALL BE TESTED FOR DEFLECTION AFTER BACKFILLING IS COMPLETED (30 DAY MINIMUM REQUIRED). A DEFLECTION TEST WITH A NINE POINT MANDREL WILL BE REQUIRED. NO MECHANICAL PULLING DEVICE SHALL BE USED. A VERTICAL RING DEFLECTION GREATER THAN FIVE PERCENT (5%) WILL NOT BE ALLOWED. THIS DEFLECTION IS DEFINED AS A FIVE PERCENT REDUCTION IN THE VERTICAL BASE OR AVERAGE INSIDE DIAMETER.
5. AT THE TIME THE SANITARY SEWER IS TESTED, THE SEWER MUST BE CLEANED AND TELEVISED WITH VIDEO DOCUMENTATION PROVIDED TO WARREN COUNTY ON A FLASH DRIVE OR THROUGH A FILE TRANSFER PROTOCOL (FTP) SITE. THE VIDEO MUST INCLUDE AUDIO IDENTIFICATION OF THE PIPE SPANS FROM MANHOLE TO MANHOLE, FLOW DIRECTION, TILT AND PAN OF ALL LATERALS AND CALL OUT ANY SUSPECT PROBLEMS IN THE SYSTEM. ALL PROBLEMS MUST BE IDENTIFIED BY THE CONTRACTOR. THE NECESSARY REPAIRS MUST BE MADE AND THE SEWER MUST THEN BE RE-CLEANED, RE-TESTED, AND RE-TELEVISED.
6. A SECOND VIDEO INSPECTION IS REQUIRED ONE YEAR AFTER INSTALLATION AND/OR PRIOR TO THE RELEASE OF THE MAINTENANCE BOND. IF A DEFICIENCY IS IDENTIFIED DURING THIS TELEVISED INSPECTION, THE FAILED SEWER PIPE MUST BE TESTED AND REPAIRED TO THE SATISFACTION OF THE COUNTY SANITARY ENGINEER.
7. THE DEVELOPER SHALL BE RESPONSIBLE FOR ALL COSTS ASSOCIATED WITH THE TELEVISING, TESTING, AND REPAIRS OF THE SANITARY SEWER.

APPROVED/REVISED

APRIL, 2025

WARREN COUNTY STANDARD DETAILS
DEPARTMENT OF WATER & SEWER

STANDARD NUMBER

SG-4

Resolution

Number 25-0454

Adopted Date April 08, 2025

ENTERING INTO A PURCHASE AND PRINT MANAGEMENT AGREEMENT WITH
MILLENNIUM BUSINESS SYSTEMS ON BEHALF OF THE WARREN COUNTY WATER
AND SEWER DEPARTMENT

BE IT RESOLVED, to enter into a Purchase and Print Management Agreement with Millennium Business Systems, relative to the Warren County Water and Sewer Department's purchase of a Sharp BP-50C26 Printer/Copier, copy of said purchase and print management agreement attached hereto and made a part hereof.

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

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

Resolution adopted this 8th day of April 2025.

BOARD OF COUNTY COMMISSIONERS


Krystal Powell, Clerk

mbz

cc: c/a- Millennium Business Systems
Water/Sewer (file)

7/1/2021 - 4/19/2025



Selling Dealer Information		Customer Information	
Dealership	Millennium Business Systems	Account Name	Warren County
Account #	188679	Member ID	8820 (Required)
		Member ID Lookup	Sourcewell Vendor Portal
Address	11085 Montgomery Road	Contact	Michael Zelher
City, State Zip	Cincinnati, OH 45249	Delivery Address	6193 Striker Road
Phone	(513) 924-9600	City State Zip	Maineville, OH 45039
	afeltner@getmillennium.com	Phone	(513) 697-1752
		Email	Michael.Zelher@co.warren.oh.us

Purchase Order Information

Dealer PO # _____ Customer PO # (if applicable) _____

Model #	Unit Price	Qty	Price Extension
Sharp BP - 50C26		1	
BP - DE12		1	
BP - FN11		1	
MX - PN14B		1	
BP - FX11		1	
BP - TR12		1	
TOTAL			

DEALER & CUSTOMER SIGNATURE REQUIRED PRIOR TO ORDER PLACEMENT

Millennium Business Systems
Dealer Printed Name

Dealer Printed Name

X David G. Bortlan 4/1/25
Dealer Signature & Date

Dealer Signature & Date

Tom Heppmann
Customer Printed Name

Customer Printed Name


Customer Signature & Date

Customer Signature & Date

ADDITIONAL INFORMATION

End User PO Attached ☐ YES ☒ NO

(Customer signature required if PO isn't attached)

Payment (please select ONE)

- ☐ Bill End User
☒ Bill Dealer / Certified Channel Reseller
☐ Financed Order

Financed Orders require copies of lease documents. If it is intended for the Lease Company to pay Sharp directly, a Pay Proceeds Document is required. Note that lender is subject to credit approval.

APPROVED AS TO FORM

Adam M. Nice

Asst. Prosecuting Attorney

Dealer Ship To Information (specify if different from above)

Ship to Dealer

City

State

Acct #

Send PO to: SNAPCustomerService@sharpsec.com

Order Status:

For Order Information, visit: <https://b2b.sharpamericas.com>

Tech Data Inquiries, email: ISCS.Sharp@techdata.com

(EMAIL MUST INCLUDE SHARP ORDER NUMBER)

All Other Inquiries: (Incl RAs and reships)

SNAPCustomerService@sharpsec.com

SUPPLIER INFORMATION

Millennium Business Systems, LLC 2845 North Omaha Street, Mesa, Arizona 85215

CUSTOMER INFORMATION

Bill To:		Equipment Location: <input type="checkbox"/> See attached Equipment Schedule	
Legal Name:	Warren County Water & Sewer Department	Name:	Warren County Renneker Treatment Plant
Contact Phone:	(513) 695-1642	Contact Phone:	(513) 697-1752
Address:	P.O. Box 630	Address:	6193 Striker Road
Suite/Room #:		Suite/Room #:	
City, State, Zip:	Lebanon, OH 45036	City, State, Zip:	Maineville, OH 45039
A/P Contact:		Meter Contact:	
E-mail:		E-mail:	

AGREEMENT DETAILS

Initial Term: 12 Months **Average Service Response Time:** 24 Hours

Monthly Volume: B/W: 1,000 **Color:** 500 **Reconciliation Period:** Monthly (CPP Only)

☐ **Cost Per Print** B/W: \$ **Color:** \$ ☐ See attached Grouped Pool Schedule

☒ **Overages** B/W: \$0.0095 **Color:** \$0.051 ☐ See attached Grouped Pool Schedule

☒ **Base Rate:** \$55.00 ☐ Billed with Lease Payment ☐ Customized Billing ☐ COI Required

EQUIPMENT

PREEXISTING DEVICES

Make/Model/Accessories	Serial No.	ID Number	Starting Meter

INSTALLED DEVICES

Make/Model/Accessories	Serial No.	ID Number	Starting Meter	Sale Amount
Sharp BP - 50C26				\$5,823.00

☐ See attached Equipment Schedule (and/or Lease equipment schedule, if applicable)

Subtotal: \$5,823.00
Tax: N/A
Sale Total: \$5,823.00

☐ See Lease

CUSTOMER ACCEPTANCE

THE ATTACHED TERMS AND CONDITIONS ARE INCORPORATED INTO THIS TOTAL PRINT MANAGEMENT AGREEMENT ("AGREEMENT"). NEITHER PARTY MAY CHANGE, ALTER OR AMEND THE TERMS AND CONDITIONS OF THIS AGREEMENT UNLESS AGREED TO IN A WRITING SIGNED BY BOTH PARTIES. THIS AGREEMENT SHALL BECOME EFFECTIVE ON THE DATE EXECUTED BY CUSTOMER ("EFFECTIVE DATE").

Millennium Business Systems, LLC

Warren County Water & Sewer Department

By: X [Signature]
Name: Carena Eber
Title: VP Sales Ops
Date: 3/18/2025

By: [Signature]
Name: Tom Grossmann
Title: President
Date: 4/8/25

APPROVED AS TO FORM

[Signature]

**Adam M. Nice
Asst. Prosecuting Attorney**

1. AGREEMENT: These Terms and Conditions (the "Terms") are incorporated into the Total Print Management Agreement between the Customer and Supplier (each may be referred to individually as a "Party" and collectively as the "Parties") listed on the Term Sheet (with the Terms and any attached Schedule(s), the "Agreement").

2. EQUIPMENT: The Agreement covers equipment owned and installed by Customer prior to the Effective Date ("Preexisting Devices") and equipment purchased or leased from and installed by Supplier ("Installed Devices," with Preexisting Devices, "Devices"). The Devices are listed on the Term Sheet or, if applicable, an attached Equipment Schedule or a Customer's purchase order ("PO"). Additional Devices may be added to the Agreement by an addendum or PO. If Customer purchases any Installed Device with cash, Customer will remit the Sale Total on the Term Sheet to Supplier upon receipt of the invoice from Supplier. Customer shall accept delivery of all Installed Devices and test the same within five (5) days after installation, to determine whether they meet the specifications of the applicable Original Equipment Manufacturer ("OEM"). Customer may elect to reject any nonconforming Device by providing written notice of such rejection to Supplier within ten (10) days after installation; otherwise, Customer will be deemed to have accepted the Device.

3. TERM:

- a. **Implementation.** The "Implementation Period" begins on the Effective Date and ends when all Installed Devices are installed, all Preexisting Devices are onboarded, and Customer begins to be fully invoiced for the Services (defined below).
- b. **Agreement Term.** Except as stated below, the term of this Agreement begins upon completion of the Implementation Period and remains in effect for the "Initial Term" listed on the Term Sheet. Thereafter, the Agreement automatically renews for successive one-year terms (each, a "Renewal Term" and with the Initial Term, the "Agreement Term") unless a Party notifies the other in writing of its intent not to renew at least ninety (90) days prior to the end of the Term.
- c. **Additional Term.** If Customer leases an Installed Device, the Agreement Term will be extended so that it is coterminous with the applicable lease agreement (the "Lease"). If Customer enters into a Lease for Devices to be covered under this Agreement after the commencement of the Agreement Term, the Agreement Term shall be extended through the latest end date of all Leases.

4. SERVICES INCLUDED: Supplier will provide the following services for the Devices, when and as may be applicable: (a) unlimited service calls; (b) hardware-related repairs and maintenance (subject to the Service Conditions in Section 6); (c) services required for normal use of scanning functions on a multifunction device (collectively with Subsections (a)-(b), the "Repair and Maintenance Services"); (d) replacement of defective parts (as classified by the OEM); and (e) provision of Consumable Supplies (together with Repair and Maintenance Services, the "Services"). For purposes of this Section, "Consumable Supplies" consist of maintenance kits, transfer kits, fuser kits, process kits, developer imaging drums and toner, all in amounts based on Average Supply Consumption (defined in Subsection 10(b)). Preventative maintenance will be performed based on the OEM's recommended interval. The average initial response time for Repair and Maintenance Services ("Average Service Response Time") shall not exceed the time listed on the Term Sheet for more than two consecutive Reconciliation Periods.

5. SERVICES EXCLUDED: Except as expressly stated in this Agreement or otherwise agreed in writing, the Services exclude the following:

- a. Paper and staples;
- b. Accessories including external cards, connected hardware, envelope feeders, paper trays, cassettes, and cords or cables;
- c. Software, including firmware updates or upgrades;
- d. Hard drive wipes or destruction;
- e. Repairs or replacement caused by: (i) fire, accident, or theft, (ii) misuse,

abuse, or negligence; (iii) modification of a Device or attachment of components, accessories or parts by anyone other than an authorized Supplier representative, (iv) use of a Device outside of the Operating Requirements (defined in Section 7), (v) operation of Device in an unsuitable environment, such as one having excessive dust, humidity, ammonia or other corrosive fumes, or temperatures, (vi) movement of a Device by anyone other than an authorized Supplier representative, or (vii) use of supplies, parts, or paper not meeting OEM's specifications causing excessive service calls (collectively, "Misuse");

- f. Excess Supply Consumption (defined in Subsection 10(b));
- g. Reconditioning (defined in Section 8);
- h. Installation or removal of a Device (excluding the initial installation of Installed Devices);
- i. Modifications to software or hardware (except by Supplier or OEM); and
- j. Computer or network issues (network connected Devices are only covered up to the network connection of the Device).

Customer will be invoiced for repairs caused by Misuse and for any of the services excluded by this Section 5 at the hourly rate of \$195 ("Hourly Rate"), billed in 15-minute increments, for travel and labor time, in addition to a service fee of \$35 (the "Service Fee") per service call, and any cost of parts and materials, including replacement (if necessary).

6. SERVICE CONDITIONS: The Services are subject to the following:

- a. Preexisting Devices must be in good mechanical condition.
- b. Supplier may maintain Consumable Supplies in lieu of replacement if the printer functionality and print quality are not negatively affected.
- c. Customer must notify Supplier of the relocation of any Device. For equipment larger than a desktop Device, Customer shall contact Supplier to prepare the Device for relocation and reinstallation. Supplier will quote applicable costs and fees for Customer's prior approval for Supplier's relocation services.
- d. Supplier does not guarantee parts will be available during the Agreement Term. Should parts become unavailable or a Device is no longer supported by the OEM, the Device shall be considered "End of Life," and Supplier may be unable to perform all or some of the Services. In such case, Supplier shall make commercially reasonable efforts to maintain and service that Device.
- e. All Services shall be rendered during normal working hours of 8:00 A.M. to 5:00 P.M., Monday through Friday, local time, excluding national holidays ("Business Hours"), unless otherwise agreed upon by both parties. For Services rendered outside Business Hours, if and when available, Customer shall be charged at the Hourly Rate for labor and travel time (portal to portal), with a minimum two-hour charge per service call, plus the Service Fee, and parts and materials.
- f. Unless otherwise agreed to in writing by the parties, Customer must remove any and all confidential or personally identifiable information from the hard drive prior to removal or return of a drive or Device.
- g. Customer will grant Supplier sufficient access to the Devices to perform the Services and shall treat Supplier's employees, subcontractors and agents performing the Services in a professional and dignified manner. Supplier may invoice Customer at Supplier's Hourly Rate when access to a Device is denied for greater than fifteen (15) minutes after Customer initiated the request for service.
- h. If Supplier determines that a Device requires repairs not covered by this Agreement, including for Misuse, under Subsections 6(a) and (c), or Section 7, Supplier will provide a quote for the repairs. Upon Customer's authorization, Supplier will make the repair and continue services with respect to that Device. If Customer declines to repair or replace the Device, Supplier will exclude the Device from the Services, and any future services or maintenance, which Supplier elects to provide, will be provided at the Hourly Rate, plus the Service Fee, and parts and materials.

7. OPERATING REQUIREMENTS: All Devices must comply with the following operating requirements (the "Operating Requirements"):

- a. Devices must be in a normal business office setting in accordance with

- OEM specifications and in an area with a sufficient amount of space;
- b. Electricity supplies for all Devices must: (i) be on a UL approved circuit; (ii) meet all applicable code requirements; and (iii) provide the proper current, voltage and type of outlet specified by the OEM; and
 - c. Devices must be operated within OEM usage, mechanical, operational, and environmental specifications.

8. REBUILDING OR OVERHAUL: Rebuilds or major overhauls of Devices ("**Reconditioning**") are not covered under the Services. The foregoing limitation shall not apply to Installed Devices leased from Supplier or its affiliate(s), provided such shall remain subject to exclusions in Section 5. When Supplier, in its reasonable discretion, determines Reconditioning is necessary, whether as a result of normal wear and tear or otherwise, Supplier will notify Customer and provide an estimate of the cost to perform the Reconditioning. If Customer does not authorize Reconditioning, Supplier will remove the Device from the Services and will provide future Repair and Maintenance Services for that Device at the Hourly Rate, plus parts and materials.

9. PRINT MANAGEMENT SOFTWARE: Supplier uses software to electronically report Device meters and supply consumption (the "**Print Management Software**"). Customer shall install, and perform upgrades, modifications, maintenance or install new releases or additions to the Print Management Software on one or more of Customer's computer networked station(s) or print servers, subject to Supplier's instructions. The Print Management Software cannot provide Supplier access to any information other than data directly related to the Devices. Supplier may scan IP ranges to locate Devices that have been moved to a different part of the network. Customer shall not delete, alter, modify, or otherwise render the Print Management Software unusable during the Agreement Term and shall reinstall the Print Management Software if its actions affect reporting capabilities. Nothing in this Agreement shall be construed as granting a license to Customer for the independent use of the Print Management Software. Customer may not, nor may Customer permit or cause any other person to, (a) use or copy the Print Management Software, in whole or in part, in any manner; (b) modify, translate, reverse engineer, decompile, or disassemble the Print Management Software; (c) rent, lease, loan, resell, distribute, provide third parties access to, or otherwise transfer the Print Management Software; or (d) remove any proprietary notices on the Print Management Software. All rights (including but not limited to all intellectual property rights, whether recognized currently or in the future) in and to the Print Management Software (including but not limited to any source code, executable code, tools and/or libraries related to the Print Management Software) will at all times be owned by Supplier or its licensors, and under no circumstances shall any right, title, or interest in or to the Print Management Software transfer to Customer or any third party. Customer acknowledges that the Print Management Software will be installed on Customer's server(s) "as is" without warranty of any kind, either express or implied, including the implied warranties of merchantability, fitness for a particular purpose, and non-infringement. Supplier does not warrant that the Print Management Software will be error-free or will operate without interruption. If the Print Management Software is found to cause issues on Customer's networked station(s), and these issues can be reasonably associated to the installation of the software through uniform software testing and tracing methodologies, Supplier's liability will be limited to the removal of the Print Management Software from Customer's environment.

10. USE & BILLING

- a. Unless designated on the Term Sheet or otherwise agreed in a writing signed by the Parties, billing is based on a monthly base rate set forth as the "**Base Rate**" on the Term Sheet, plus overages for excess usage, as determined from Device meters, at the overage rates specified on the Term Sheet. Supplier will invoice Customer for the Base Rate on a monthly basis unless Customer has elected to have the Base Rate billed with the payments due under the Lease(s) (the "**Lease Payment**"), in which case Customer will be invoiced one combined amount for both payments as part of the Lease(s). If indicated on the Term Sheet, Supplier will charge a custom invoice fee of \$100 per month. Supplier

will invoice Customer for any usage in excess of the "**Monthly Volume**," as stated on the Term Sheet, at the applicable rate for overages (the "**Overage Rate**") set forth on the Term Sheet. Usage will be reconciled at the conclusion of each "**Reconciliation Period**."

- b. Supplier may invoice Customer for Consumable Supplies used in excess of the Average Supply Consumption ("**Excess Supply Consumption**"). "**Average Supply Consumption**" is based on the OEM's suggested yield and coverage rate for the toner cartridge ("**Yield Rate**"). If Customer's usage of toner during any Reconciliation Period exceeds the Average Supply Consumption for monochrome cartridges ("**B/W**") or color cartridges ("**Color**"), Supplier may invoice Customer for the Excess Supply Consumption. Excess Supply Consumption surcharges will be calculated by determining the actual number of prints in a Reconciliation Period in excess of the Yield Rate of the cartridges provided to Customer, and multiplying that number by the Cost Per Print ("**CPP**") rate for B/W or Color yields, as applicable. The Parties agree to investigate the causes of substantial Excess Supply Consumption, explore solutions for reducing consumption, and make reasonable efforts to implement mutually agreed-upon solutions.
- c. If Customer uses Installed Devices during the Implementation Period ("**Implementation Use**"), Customer shall pay Supplier for actual metered usage. Supplier will invoice Customer for Implementation Use. For Installed Devices that are not connected to the network, Supplier will invoice Customer based on meter reads provided by Customer or obtained during provision of the Services. If Supplier cannot obtain periodic meter reads for an Installed Device, Supplier may estimate Customer's use of the Installed Device, invoice Customer based on the estimate, and assess Customer a fee of up to \$25 per Installed Device for performing estimation services, in addition to the CPP charges.
- d. If Supplier provides Services to any Preexisting Devices during the Implementation Period, Customer shall pay Supplier based on the actual metered usage of those Preexisting Devices. Supplier will invoice Customer prior to the end of the Implementation Period. For Preexisting Devices that are not connected to the network, Supplier will invoice Customer in accordance with Subsection 10(e).
- e. Customer will be billed a Yield Based Fee for any Device covered under this Agreement that is (i) a local (non-networked) Device, or (ii) a networked Device for which Supplier is unable to obtain a meter read through the Print Management Software (the "**Local Device Program**"). The "**Yield Based Fee**" for a Device is determined by taking the Imputed Volume for that Device and multiplying it by the applicable CPP charge(s) for that Device. The "**Imputed Volume**" is the number of toner cartridges provided to Customer for a Device in a given month ("**Shipped Cartridges**"), multiplied by the applicable Yield Rate. The Imputed Volume for Color cartridges and B/W cartridges are calculated as follows:

$$\text{B/W Imputed Volume} = \text{Shipped Cartridge(s)} \times \text{Yield Rate}$$

$$\text{Color Imputed Volume} = \frac{\text{Shipped Cartridge(s)} \times \text{Yield Rate}}{3}$$

Any local (non-networked) Device added or removed from the Local Device Program will be reflected on the next invoice after notification is received by Supplier. No adjustments will be made to prior invoices.

- f. If additional devices of like models to those included in the Agreement ("**Similar Devices**") are discovered in Customer's fleet, the Similar Devices will be automatically added to the Agreement, and Supplier will begin providing the Services for the Similar Devices at the rates charged under the Agreement for like models.
- g. If additional devices of dissimilar models to those included in the Agreement ("**Dissimilar Devices**") are discovered in Customer's fleet or are reported by Customer for addition to the Agreement, the Dissimilar Devices will be automatically added to the Agreement, and Supplier will begin providing the Services for the Dissimilar Devices at Supplier's then-current rates for like models. Customer may remove Dissimilar Devices from the Agreement by providing Supplier with a written request within 90 days from the date they were added.
- h. All supplies remain the property of Supplier until consumed. Upon

conclusion of the Agreement Term, Customer shall return any unconsumed supplies to Supplier at Customer's expense.

- I. Services performed for Customer outside the scope of this Agreement, and any parts necessary to perform those services, shall be billed to Customer upon completion at Supplier's then-current rates.
- J. Customer may be billed a separate monthly fee to cover costs for shipping Consumable Supplies. If Supplier provides overnight shipping or courier service at Customer's request (and not due to any issue caused by Supplier), Supplier may also invoice such charges to Customer.
- k. Notwithstanding anything to the contrary in this Agreement, Supplier may delay issuing invoices for amounts less than \$100.
- I. If Customer fails to remit any undisputed amounts when due under this Agreement, Supplier may (i) terminate this Agreement as provided for in Subsection 13(b), (ii) suspend the Services upon at least two (2) days' written notice, and/or (iii) furnish the Services on a C.O.D. per call basis at the Hourly Rate, plus parts and materials.

11. CONTRACT ADJUSTMENT: Supplier may increase Customer's Monthly Volume and Base Rate if usage exceeds the Monthly Volume by 20% or greater. Supplier may adjust down the Monthly Volume to the previous Reconciliation Period's actual usage if such adjustment does not exceed 15% of the current aggregate Monthly Volume. Supplier may increase any of its rates under this Agreement after the first year of the Agreement Term and then once each successive twelve-month period by a maximum of 15%. Customer shall pay the rates in effect at the beginning of each Renewal Term. Supplier also reserves the right to adjust its pricing to reflect any cost increases to Consumable Supplies, Devices and/or parts resulting from tariffs or duties imposed by government authorities, and to invoice Customer surcharges reflecting those cost increases.

12. REMITTANCE: Invoices are due and payable, and Customer must remit payment, within thirty (30) days of the Invoice date without any offset or deduction. Time is of the essence for Customer's payment obligations. Customer shall notify Supplier in writing within twenty (20) days after the date of an invoice of any inaccuracy or good faith dispute. If Customer fails to provide timely notice, Customer is deemed to have waived any dispute. The undisputed portion of any invoice shall accrue interest at a rate of one and one-half percent (1.5%) per month from the due date (or, if lower, the maximum rate allowed under applicable law). Customer shall pay all federal, state and local sales, use, property, excise or other taxes imposed with respect to the payments due under the Agreement.

13. TERMINATION:

- a. **Termination for Convenience.** If Customer wishes to terminate the Agreement prior to the end of the Agreement Term, Customer shall pay all outstanding invoices, plus the total amount of all of the monthly Base Rate payments due for the remainder of the Agreement Term. If the Agreement is billed on an actual usage, the buyout will be calculated as follows: Customer's monthly average for up to twelve (12) months preceding cancellation multiplied by the remaining months in the Agreement Term. If there is no request for termination, but all Devices are removed from service, the formula described in the preceding sentence will apply. Customer shall remit all payments owed under this Subsection within ten (10) business days of the effective date of the termination.
- b. **Termination for Failure to Pay.** If Customer fails to remit any undisputed amounts due under the Agreement within ten (10) days after Supplier provides notice of the default, Supplier may immediately terminate the Agreement, and all remaining payments will be accelerated and become immediately due and payable in accordance with the calculations stated in Subsection 13(a). Notwithstanding the foregoing, Supplier shall only be required to provide Customer notice of nonpayment once within any twelve (12) month period, after which Supplier may immediately terminate the Agreement without providing any right to cure the default. Supplier expressly reserves all other rights and remedies available under applicable law.
- c. **Termination for Cause.** Either Party may terminate this Agreement if the other Party: (i) becomes Insolvent or makes an assignment for the

benefit of its creditors or an arrangement for its creditors pursuant to any bankruptcy or other similar law; (ii) files a petition for bankruptcy or is adjudicated a bankrupt; (iii) has filed against it a petition in bankruptcy, and the petition is not dismissed within thirty (30) calendar days; (iv) discontinues to operate in the normal course of business; (v) a receiver is appointed for it or its business; or (vi) breaches any of its obligations under this Agreement (except for an obligation to pay) and fails to cure the breach within thirty (30) days after receiving written notice thereof. The termination of this Agreement under this Subsection by Supplier shall not discharge the liabilities of Customer. Notwithstanding anything to the contrary herein, termination of this Agreement will not terminate any Lease nor relieve Customer of any obligations thereunder, including its obligation to pay the remaining balance of any Lease Payments when due.

14. CONFIDENTIALITY: A Party ("Recipient") may only use the other Party's ("Discloser") Confidential Information as necessary for its performance under the Agreement. Recipient shall use the same degree of care to protect the Discloser's Confidential Information in its control that it uses to protect its own Confidential Information of a similar nature, but in no event less than a commercially reasonable degree of care. "Confidential Information" means, without limitation, the Discloser's know-how, ideas, inventions (whether patentable or not), other technical information, business plans, financial projections and forecasts, customer lists, pricing, product development information, and the Agreement. Confidential Information shall not include any information, however designated, that: (a) is or subsequently becomes publicly available through no wrongful act of Recipient; (b) Recipient can demonstrate was already known to Recipient at the time of disclosure or independently developed by Recipient without use of Discloser's Confidential Information; (c) is rightfully received by Recipient from a third party without restriction on disclosure and without breach of the Agreement; or (d) is released by Discloser to any third party without imposing similar restrictions. In addition, Recipient may disclose Confidential Information to the extent that such disclosure is required by law or by the order of a court or similar judicial or administrative body; provided, Recipient must notify Discloser of the required disclosure promptly in writing and provides Discloser with reasonable cooperation, at Discloser's request and expense, in any lawful action to contest or limit the scope of the required disclosure. The obligation to maintain confidentiality lasts for the Agreement Term and one (1) year thereafter, except for information that must be kept confidential as a result of applicable law or professional, ethical rule, or information that is trade secret or proprietary, in which case the obligation lasts until the requirement expires or is no longer trade secret or proprietary.

15. LIMITATION OF LIABILITY: THIS IS A SERVICE AGREEMENT. OTHER THAN THE OBLIGATIONS SET FORTH HEREIN, SUPPLIER DISCLAIMS ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY AND ALL IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND USE. IN NO EVENT SHALL SUPPLIER BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES OR FOR COMMERCIAL LOSSES FROM ANY CAUSE, INCLUDING BUT NOT LIMITED TO LOSS OF PROFIT OR REVENUES (EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THE AGREEMENT), LOSS OF DATA OR INFORMATION, INTERRUPTION OF SERVICES OR OPERATION, FAILURE OF PERFORMANCE OF ANY DEVICE OR EQUIPMENT, OR COSTS OF COVER, WHETHER OR NOT SUPPLIER HAS RECEIVED NOTICE OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES. IN NO EVENT SHALL SUPPLIER'S TOTAL ACCUMULATED LIABILITY EXCEED THE PAYMENTS RECEIVED FROM CUSTOMER UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE DATE ON WHICH THE CLAIM ARISES.

16. INDEMNIFICATION: Except as otherwise limited by Section 15 (Limitation of Liability), each Party (the "Indemnifying Party") shall defend, indemnify and hold harmless the other, its affiliates and assigns, and their respective officers, employees, directors and agents from and

against all third-party claims, losses, damages, demands, causes of action, debt or liability, and expenses (including reasonable attorneys' fees, and costs of establishing rights to indemnification), whether based in contract or tort (including strict liability), to the extent arising out of or resulting from (a) personal injury or damage to tangible property to the extent caused by the fault or negligence of the Indemnifying Party or any of its personnel, or (b) any willful, intentional or negligent action or failure to act by the Indemnifying Party, its personnel, or its agents.

17. TITLE AND RISK OF LOSS: Risk of loss shall pass to Customer upon delivery. Title to parts and supplies shall pass to Customer upon receipt of payment in full by Supplier. Notwithstanding the foregoing, all toner cartridge supplies provided under this Agreement remain the property of Supplier. Customer may use the toner cartridges pursuant to the terms of this Agreement, but Customer shall not have any ownership rights in, or to the toner cartridges. If this Agreement is terminated or expires, Customer shall make available all toner cartridges for pick-up by Supplier within three (3) business days after termination or expiration. Customer shall not be charged for any toner cartridges in use upon the expiration of this Agreement. Any toner cartridges delivered to Customer, but not returned to Supplier, shall be billed to Customer at the prevailing cartridge retail purchase price. Title to Devices shall pass to Customer as follows:

- a. If Customer is purchasing the Device with cash, title will pass to Customer upon receipt of payment in full by Supplier.
- b. If Customer is renting the Device from Supplier, title will remain with Supplier, and Customer shall return the Device in the same condition as when provided (normal wear and tear excepted) upon expiration of the rental.
- c. If Customer is leasing the Device, the Lease will control.

Customer is responsible for all risk of loss, including any missing Device or parts, and destruction of or damage to any Device, and agrees to promptly notify Supplier in writing of any loss. If Customer suffers a loss related to a Device, Customer remains fully responsible for all payment obligations under this Agreement. An average calculated monthly volume will be applied to the Device in question and these pages will be billed for estimated usage from the last billed meter until date of damage or loss notification to Supplier.

18. ASSIGNMENT: The Agreement may not be assigned by either Party without the prior written consent of the other Party; provided, however, either Party may assign the Agreement without consent to: (a) any entity that directly or indirectly, through one or more intermediaries, controls or is controlled by, or is under common control with the Party; or (b) any purchaser of all or substantially all of the Party's assets, or any successor by way of merger, acquisition, consolidation or similar transaction. Subject to the foregoing, the Agreement will inure to the benefit of and bind all successors, assigns, receivers and trustees of the respective Parties hereto.

19. SUBCONTRACT: Supplier shall be entitled to subcontract all or any part of the Agreement, but Supplier remains responsible for the conduct and competence of any subcontractors it uses.

20. GOVERNING LAW, DISPUTE RESOLUTION & JURISDICTION:

- a. The Agreement shall be governed by and construed in accordance with the laws of the State of Arizona, without regard to its conflict of laws provisions. Notwithstanding any provision of the Agreement, the United Nations Convention on Contracts for the International Sale of Goods (1980) shall not apply to the Agreement.
- b. Subject to each Party's right to seek injunctive or equitable relief in a court of competent jurisdiction, the Parties agree to attempt to resolve all disputes under the Agreement through meetings between the respective project managers and, if unsuccessful, their respective senior executive officers. If unsuccessful, either Party may submit the dispute to the appropriate court in Arizona.
- c. Subject to the dispute resolution procedures set forth above, any dispute, controversy or claim arising out of or relating to the Agreement or the breach, termination, or validity hereof shall be brought in any state or federal court located within the State of Arizona, County of Maricopa, and each of the Parties consents to the jurisdiction of such courts and

waives any objection to the venue, or Inconvenience of forum, laid therein.

d. EACH PARTY WAIVES ITS RIGHT TO A JURY TRIAL IN ANY COURT ACTION ARISING AMONG THE PARTIES UNDER THE AGREEMENT OR OTHERWISE RELATED TO THE AGREEMENT, WHETHER MADE BY CLAIM, COUNTERCLAIM, THIRD-PARTY CLAIM, OR OTHERWISE.

21. FORCE MAJEURE: Supplier shall not be responsible for delays or inability to provide Services due to strikes, accidents, act of God, supply chain delays, epidemics, pandemics or any other events or conditions beyond its reasonable control.

22. SURVIVAL: Any termination of this Agreement shall be without prejudice to the rights of the Parties. The Parties' rights and obligations that, by their nature, would continue beyond the termination or expiration of this Agreement shall survive expiration or termination of the Agreement for any reason.

23. NOTICE: All notices required to be given by one Party to another shall be deemed properly given if reduced to writing and personally delivered or sent by certified mail or overnight delivery by a nationally recognized courier, postage prepaid, and shall be effective upon receipt if sent to Customer at the address listed on the cover page, or if sent to Supplier at: FTG Legal Department, 2845 N. Omaha St., Mesa, AZ 85215.

24. NO RESALE OR EXPORT: Customer shall not (i) resell Devices, parts or supplies provided under the Agreement to any third party, or (ii) export them to any region beyond the United States, without prior written consent of Supplier and in compliance with all relevant import and export laws.

25. NO EMPLOYEE SOLICITATION: Each Party agrees that, until the date that is six (6) months after termination of the Agreement, it shall not induce or attempt to induce any of the other Party's employees to terminate employment. Nothing in this Section shall prohibit a party from making general employment solicitations in the media or over the Internet and hiring any person responding to such general solicitations.

26. WAIVER; RELEASE: No delay on the part of either Party in exercising any of its rights hereunder, failure to exercise such rights, or the acquiescence or knowledge thereto shall operate as a release or waiver except in the specific instance for which it is expressly given. None of the terms, conditions or provisions of the Agreement shall be held to have been changed, waived, varied, modified, or altered by any act or knowledge of either Party, their respective agents, servants, or employees.

27. SEVERABILITY: If any provision of the Agreement is held by a court of competent jurisdiction to be unenforceable or contrary to law, then the remaining provisions of the Agreement shall remain in full force and effect.

28. MODIFICATIONS: No modification, amendment, or variation to the Agreement or any part thereof shall be valid unless it is made in writing and signed by authorized representatives of both Parties. Supplier expressly rejects the terms of any PO or other document used by Customer that conflict with this Agreement.

29. ENTIRE AGREEMENT: The Agreement, together with any exhibits, schedules, addendums and/or amendments attached hereto or incorporated by reference, constitutes the entire agreement of the Parties concerning the subject matter hereof and supersedes and replaces all prior communications, agreements, and representations, whether oral or written.

30. COUNTERPARTS: This Agreement may be executed in any number of counterparts, which may be transmitted by electronic signature, all of which when taken together, shall constitute one and the same agreement. Each Party intends to be bound by its electronic signature and waives all defenses to the enforcement of the Agreement based on the form of signature including, but not limited to, authenticity.

31. AUTHORITY: Each person executing the Agreement is doing so on behalf of its respective Party and has all power and authority to bind such Party to the Agreement.

AMENDMENT # 1

This Amendment # 1 (the "Amendment") between **Millennium Business Systems, LLC** ("Supplier"), a Flex Technology Group company, having offices at 1320 Kemper Meadow Drive, Suite 500, Cincinnati, Ohio 45240, and **Warren County, Ohio** ("Customer"), having offices at _____ amends the Total Print Management Agreement between Supplier and Customer, executed contemporaneously with this Amendment (the "Agreement").

The Parties agree to amend the Agreement as follows (with the capitalized terms having the same meaning as set forth in the Agreement unless otherwise specified herein):

1. The last sentence of Section 11 (Contract Adjustment) (beginning with, "Supplier also reserves . . .") is deleted in its entirety and is replaced with the following:

The Parties agree to negotiate pricing in good faith in the event that governmental action, including tariffs, create material increases to the cost of parts, supplies, Devices, or other equipment required to be provided under this Agreement.

2. The last sentence in Section 2 (Remittance) (beginning with, "Customer shall pay . . .") is deleted in its entirety and is replaced with the following:

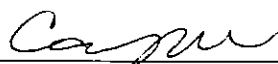
To the extent required by applicable law, or unless Customer has a valid exemption from the payment of such, Customer shall pay any applicable taxes imposed with respect to the payments due under this Agreement. If Customer claims an exemption from the payment of taxes but that exemption is not recognized by the applicable tax-collecting authority, Customer shall pay any taxes and fees relating to the payment of such taxes.

3. In Section 14 (Confidentiality), the word "pricing" is deleted from the definition of "Confidential Information."
4. Section 16 (Indemnification) is deleted in its entirety and is replaced with the following: "Reserved."
5. In Section 20 (Governing Law), all references to the "State of Arizona" shall be deleted and replaced with references to the "State of Ohio." All references to the "County of Maricopa" shall be deleted and replaced with references to "Hamilton County."

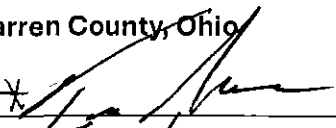
Except as may have been modified herein, all other terms of the Agreement remain in force as written. To the extent permitted by law, the Parties agree to the use of electronic signatures, which shall have the same effect as an original signature. This Amendment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have caused that this Amendment be executed, effective as of the date of the Agreement.


Millennium Business Systems, LLC

By: 
Name: Carina Peter
Title: VP sales ops
Date: 3/10/2025

Warren County, Ohio

By: 
Name: Tom Grossmann
Title: President
Date: 4/8/25

APPROVED AS TO FORM


Adam M. Nice
Asst. Prosecuting Attorney

Resolution

Number 25-0455

Adopted Date April 08, 2025

ENTERING INTO AN OHIO PUBLIC WORKS COMMISSION COOPERATION AGREEMENT WITH DEERFIELD TOWNSHIP

WHEREAS, pursuant to Resolution #25-0030, adopted January 14, 2025, this Board authorized the Warren County Sanitary Engineer to apply to the Ohio Public Works Commission for the South Cove Roadway Improvements and Waterline Replacement Project for Program Year 39 (2026) / FY27; and

WHEREAS, OPWC grant applications require cooperation agreements between governmental entities that collaborate on mutual projects.

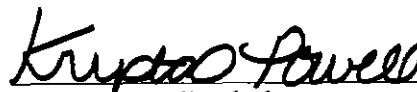
NOW THEREFORE BE IT RESOLVED, to enter into a Cooperation Agreement with the Deerfield Township Board of Township Trustees for the South Cove Roadway Improvements and Waterline Replacement Project; as attached hereto and made a part hereof.

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

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

Resolution adopted this 8th day of April 2025.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

CGB

cc: c/a—Deerfield Township
Water/Sewer (file)
Project file

OPWC COOPERATION AGREEMENT

South Cove Roadway Improvements and Waterline Replacement Project

THIS is an AGREEMENT effective as of date the last Party has affixed their signature hereto, between the Deerfield Township Board of Township Trustees, Ohio, an Ohio township ("Township"), and the Warren County Board of County Commissioners, an Ohio county ("County").

The County and Township hereby agrees to collaborate for the application to the Ohio Public Works Commission (OPWC) for Program Year 39 (2026) / FY27 for the South Cove Roadway Improvements and Waterline Replacement Project.

The project includes replacement of the existing water line along South Cove Drive and South Cove Court including approximately 3,400 linear feet of existing 3" and 6" water main with new ductile iron water main and appurtenances as well as the reconnection of side street main mains and service line reconnects to the new main. Additionally, the project includes miscellaneous roadway and drainage improvements at the intersection of South Cove Drive and Simpson Trace and the asphalt resurfacing of the plat.

The OPWC application will require the County and Township to provide funding for 51% of the total project costs (construction and engineering) and will request reimbursement in the amount of 49% from OPWC. Each party will provide funding for 51% of their respective project costs.

All of the roadway and drainage improvements are to be paid for by the Township and shall include any and all roadway, drainage, culverts, retaining walls, storm sewers, storm curbs, catch basins, and asphalt resurfacing. The water main improvements to be paid for by the County shall include any and all waterlines, service lines, meters, valves, hydrants, manholes lids and castings, appurtenances, and yard restoration.

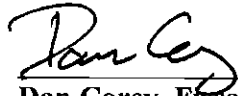
The County shall be the designated contracting entity and shall execute agreements with OPWC and the construction contractor. The County and Township are responsible for their portion of the engineering costs to be determined based on the percent of construction cost calculated from the construction bid. The County shall be responsible for procuring, managing, and financing the survey and design. The County shall also be responsible for all bidding services including issuing addenda and evaluating bids. The County shall serve as the project manager throughout the course of the design and construction and shall invoice the Township for their share of the project costs upon completion of the project.

The Township and County shall jointly review all necessary OPWC funding application documents. Upon approval from each participating member the application documents shall be signed and submitted to the OPWC by the County.

All design drawings and specifications produced for the improvements shall be reviewed and approved by the Township and County prior to advertisement for bidding and final payment of the Engineer. The bidding documents shall meet the design standards and specifications for each of the participating members.

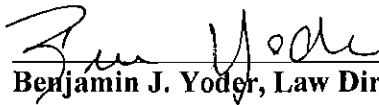
AUTHENTICATION

This is to certify that this resolution was duly passed and filed with the Deerfield Township, Warren County, Ohio Fiscal Officer, this 18th day of March 2025.



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

APPROVED AS TO FORM:



Benjamin J. Yoder, Law Director

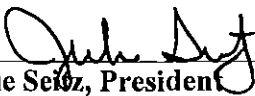
The Township and County shall jointly review all submitted construction bids and shall reach consensus of the award of the construction contract. The County shall be the contracting entity for the construction. Representatives from the Township and County shall be invited to all construction progress meetings and shall be provided the opportunity to inspect their respective construction improvements. All change orders shall be reviewed and approved by either the Township and/or County depending upon the nature and scope of the improvements. The Township and County shall perform final inspection of their respective improvements, provide the Construction Contractor with punch list items, and verify that all improvements are completed in accordance with the Contract Documents prior to final payment.

VOTE RECORD:

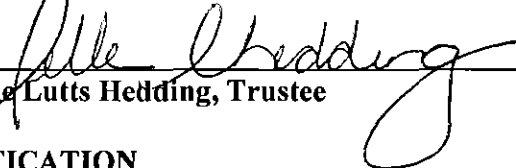
Mrs. Seitz Y Ms. Malhotra absent Mrs. Hedding Y

PASSED at the meeting of the Deerfield Township Board of Trustees, this 18th day of March 2025.

DEERFIELD TOWNSHIP

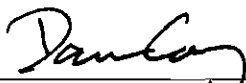

Julie Seitz, President

absent
Kristin Malhotra, Vice President

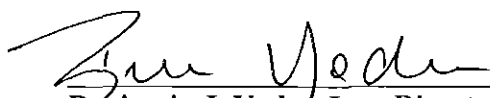

Lelle Lutts Hedding, Trustee

AUTHENTICATION

This is to certify that this resolution was duly passed and filed with the Deerfield Township, Warren County, Ohio Fiscal Officer, this 18th day of March 2025.


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

APPROVED AS TO FORM:


Benjamin J. Yoder, Law Director

IN EXECUTION WHEREOF, the WARREN COUNTY BOARD OF COUNTY COMMISSIONERS has caused this agreement to be executed by Tom Grossmann its President, on the date stated below, pursuant to Resolution No. 25-045 dated 4/8/25

**WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS**

SIGNATURE: [Signature]

PRINTED NAME: Tom Grossmann

TITLE: President

DATE: 4/8/25

Approved as to form:

DAVID P. FORNSHELL
PROSECUTING ATTORNEY
WARREN COUNTY, OHIO

[Signature]
By: Adam Nice, Asst. Prosecutor

First Reading: March 18, 2025
Second Reading: Dispensed

RESOLUTION 2025- 12

A RESOLUTION AUTHORIZING DEERFIELD TOWNSHIP TO ENTER INTO A COOPERATIVE AGREEMENT WITH WARREN COUNTY COMMISSIONERS; AND SUBMIT AN APPLICATION TO PARTICIPATE IN THE OHIO PUBLIC WORKS COMMISSION STATE CAPITAL IMPROVEMENT AND / OR LOAL TRANSPORTATION IMPROVEMENT PROGRAM(S) AND TO EXECUTE CONTRACTS AS REQUIRED

WHEREAS, OPWC grant applications require cooperation agreements between governmental entities that collaborate on mutual projects; and

NOW THEREFORE BE IT RESOLVED, to enter into a Cooperation Agreement, as attached hereto and made a part hereof, with the Deerfield Township Board of Township Trustees for the South Cove Roadway Improvements and Waterline Replacement Project, subject to the following conditions:

1. The conditions shall be as stipulated in the "OPWC Cooperation Agreement" attached hereto and made part thereof.

VOTE RECORD:

Mrs. Seitz Y Ms. Malhotra Absent Mrs. Hedding Y

PASSED at the meeting of the Deerfield Township Board of Trustees, this 18th day of March 2025.

DEERFIELD TOWNSHIP

Julie Seitz
Julie Seitz, President

Absent

Kristin Malhotra
Kristin Malhotra, Vice President

Lelle Lufts Hedding
Lelle Lufts Hedding, Trustee

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

Resolution

Number 25-0456

Adopted Date April 08, 2025

ACKNOWLEDGING RECEIPT OF MARCH 2025 FINANCIAL STATEMENT

BE IT RESOLVED, to acknowledge receipt of the March 2025 County Financial Statement for Funds #1101 through #6650; as attached hereto and made a part hereof.

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

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

Resolution adopted this 8th day of April 2025.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Auditor (file) ✓
S. Spencer
Krystal Powell

Financial Statement for 2025 Period 3



FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING DEBTS	PREVIOUS BALANCE
1101	GENERAL FUND	99,165,444.95	8,395,432.73	14,259,902.48	93,300,975.20	533,925.99	93,834,901.19
2201	SENIOR CITIZENS SERVICE LEVY	4,979,544.62	0.00	826,161.95	4,153,382.67	0.00	4,153,382.67
2202	MOTOR VEHICLE	12,767,201.40	733,885.84	759,982.15	12,741,105.09	25,124.42	12,766,229.51
2203	HUMAN SERVICES	1,440,808.17	473,239.26	457,145.87	1,456,901.56	31,508.23	1,488,409.79
2204	COVID19 EMERGENCY RENTAL ASSIS	1,662,539.70	0.00	90,000.00	1,572,539.70	0.00	1,572,539.70
2205	BOARD OF DEVELOPMENTAL DISABIL	21,344,468.78	241,926.50	1,323,322.64	20,263,072.64	117,657.69	20,380,730.33
2206	DOG AND KENNEL	480,675.85	19,888.50	44,860.27	455,704.08	3,103.70	458,807.78
2207	LAW LIBRARY RESOURCES FUND	156,249.86	17,366.70	25,519.21	148,097.35	0.00	148,097.35
2208	CO&TRANSIT MEDICAID SALES TAX	0.00	0.00	0.00	0.00	0.00	0.00
2209	BOE ELECTIONS SECURITY GRANTS	25.69	0.00	0.00	25.69	0.00	25.69
2210	LOCAL CORONAVIRUS RELIEF FUND	0.00	0.00	0.00	0.00	0.00	0.00
2211	LOCAL FISCAL RECOVERY FUND	4,983,149.53	0.00	65,748.06	4,917,401.47	11,865.00	4,929,266.47
2212	ONEOHIO OPIOID SETTLEMENT FUND	1,385,071.48	0.00	0.00	1,385,071.48	0.00	1,385,071.48
2213	TOURISM & ECON DEV SUPPORT FUN	0.00	7,500,000.00	7,500,000.00	0.00	0.00	0.00
2214	CHILD ADVOCACY CENTER	0.00	0.00	0.00	0.00	0.00	0.00
2215	VETERAN'S MEMORIAL	10,155.84	0.00	0.00	10,155.84	0.00	10,155.84
2216	RECORDER TECH FUND 317.321	300,413.20	13,131.00	6.29	313,537.91	0.00	313,537.91
2217	BOE TECHNOLOGY FUND 3501.17	1,051,922.58	0.00	3,808.82	1,048,113.76	3,808.82	1,051,922.58
2218	COORDINATED CARE	630,871.93	68,780.00	14,519.50	685,132.43	14,519.50	699,651.93
2219	WIRELESS 911 GOVERNMENT ASSIST	544,242.40	29,391.85	20,738.78	552,895.47	0.00	552,895.47
2220	CP INDIGENT DRVR INTRLK/MONITG	14,508.30	86.84	0.00	14,595.14	0.00	14,595.14
2221	CC/MC INDIGENT DRIVER INTERLOC	126,327.22	600.51	700.00	126,227.73	0.00	126,227.73
2222	JUV INDIGENT DRIVER INTERLOCK	3,736.34	201.97	0.00	3,938.31	0.00	3,938.31
2223	PROBATE/JUVENILE SPECIAL PROJ	316,510.86	3,145.34	0.00	319,656.20	0.00	319,656.20
2224	COMMON PLEAS SPECIAL PROJECTS	142,958.18	8,252.00	3,110.00	148,100.18	750.00	148,850.18
2227	PROBATION SUPERVISION 2951.021	831,435.59	11,825.85	28,760.63	814,500.81	3,981.00	818,481.81
2228	MENTAL HEALTH GRANT	215,302.94	0.00	9,708.99	205,593.95	3,620.00	209,213.95

Financial Statement for 2025 Period 3



FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	CURRENT BALANCE	CURRENT BALANCE
2229	MUNICIPAL MOTOR VEH PERMIS TAX	2,247,845.70	43,095.16	128,215.00	2,162,725.86	0.00	2,162,725.86
2231	CO LODGING ADD'L 1%	63,462.87	79,100.05	63,462.87	79,100.05	0.00	79,100.05
2232	COUNTY LODGINGS TAX (FKA 7731)	190,388.53	237,299.91	190,388.53	237,299.91	0.00	237,299.91
2233	DOMESTIC SHELTER	5,371.00	2,841.00	0.00	8,212.00	0.00	8,212.00
2237	REAL ESTATE ASSESSMENT	7,180,776.21	1,800.00	173,671.44	7,008,904.77	9,812.10	7,018,716.87
2238	WORKFORCE INVESTMENT BOARD	142,974.35	178,053.12	244,605.98	76,421.49	213,525.95	289,947.44
2243	JUVENILE GRANTS	321,666.78	0.00	585.60	321,081.18	748.74	321,829.92
2245	CRIME VICTIM GRANT FUND	24,341.82	2,825.77	4,116.16	23,051.43	250.00	23,301.43
2246	JUVENILE INDIGENT DRIVER ALCOH	22,675.45	101.70	0.00	22,777.15	0.00	22,777.15
2247	FELONY DELINQUENT CARE/CUSTODY	444,486.82	0.00	130,856.47	313,630.35	13,621.78	327,252.13
2248	TAX CERTIFICATE ADMIN FUND	26,114.23	0.00	42.00	26,072.23	0.00	26,072.23
2249	DTAC-DELINQ TAX & ASSESS COLLE	813,755.34	520.00	14,888.75	799,386.59	210.34	799,596.93
2250	CERT OF TITLE ADMIN FUND	3,274,788.43	192,698.23	110,801.61	3,356,685.05	1,169.81	3,357,854.86
2251	COAP GRANT - OPIOD ABUSE PROG	0.00	0.00	0.00	0.00	0.00	0.00
2252	WC TECHNOLOGY CRIMES UNIT	0.00	0.00	0.00	0.00	0.00	0.00
2253	COUNTY COURT PROBATION DEPT	0.00	0.00	0.00	0.00	0.00	0.00
2254	CCMEP/TANF	90,362.14	32,554.63	22,263.01	100,653.76	205.92	100,859.68
2255	MUNICIPAL VICTIM WITNESS FUND	148,585.04	0.00	8,743.40	139,841.64	0.00	139,841.64
2256	WARREN COUNTY SOLID WASTE DIST	993,526.50	8,598.48	17,840.00	984,284.98	75.91	984,360.89
2257	OHIO PEACE OFFICER TRAINING	322,351.98	0.00	1,350.00	321,001.98	1,675.00	322,676.98
2258	WORKFORCE INVESTMENT ACT FUND	224,822.13	35,239.10	73,593.90	186,467.33	249.99	186,717.32
2259	JTPA	0.00	0.00	0.00	0.00	0.00	0.00
2260	OHIO WORKS INCENTIVE PROGRAM	0.00	0.00	0.00	0.00	0.00	0.00
2261	PASS THROUGH GRANTS	0.00	49,224.53	49,224.53	0.00	0.00	0.00
2262	COMMUNITY CORRECTIONS MONITORI	957,449.48	27,128.25	22,896.77	961,680.96	2,610.00	964,290.96
2263	CHILD SUPPORT ENFORCEMENT	1,925,624.64	311,654.33	243,352.59	1,993,926.38	1,208.20	1,995,134.58
2264	EMERGENCY MANAGEMENT AGENCY	298,997.55	0.00	24,773.08	274,224.47	39.05	274,263.52

Financial Statement for 2025 Period 3



FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	CURRENT VOUCHERS	TREASURER'S FUND BALANCE
2265	COMMUNITY DEVELOPMENT	613,023.79	10,107.00	12,798.72	610,332.07	0.00	610,332.07
2266	COMM DEV-ENT ZONE MONITOR FEES	123,063.00	0.00	0.00	123,063.00	0.00	123,063.00
2267	LOEB FOUNDATION GRANT	20,024.73	0.00	20,024.73	0.00	0.00	0.00
2268	INDIGENT GUARDIANSHIP FUND	306,921.32	1,930.00	304.00	308,547.32	0.00	308,547.32
2269	INDIGENT DRIVER ALCOHOL TREATM	815,742.00	6,746.23	6,135.01	816,353.22	0.00	816,353.22
2270	JUVENILE TREATMENT CENTER	225,533.44	7,318.02	118,844.81	114,006.65	8,248.86	122,255.51
2271	DTAC-PROSECUTOR ORC 321.261	391,390.45	0.00	12,729.16	378,661.29	0.00	378,661.29
2272	CP INDIGENT DRVR ALC TREATMT	65,687.41	2,584.15	0.00	68,271.56	0.00	68,271.56
2273	CHILDREN SERVICES	5,612,827.39	467,545.77	718,290.06	5,362,083.10	148,739.64	5,510,822.74
2274	COUNTY COURT COMPUTR 1907.261A	102,548.54	1,328.00	0.00	103,876.54	0.00	103,876.54
2275	COUNTY CRT CLK COMP 1907.261B	162,879.72	6,151.00	0.00	169,030.72	0.00	169,030.72
2276	PROBATE COMPUTER 2101.162	114,364.63	534.00	0.00	114,898.63	0.00	114,898.63
2277	PROBATE CLERK COMPUTR 2101.162	329,009.01	1,780.00	0.00	330,789.01	0.00	330,789.01
2278	JUVENILE CLK COMPUTR 2151.541	73,284.31	1,072.00	0.00	74,356.31	0.00	74,356.31
2279	JUVENILE COMPUTER 2151.541	55,447.67	323.00	0.00	55,770.67	0.00	55,770.67
2280	COMMON PLEAS COMPUTER 2303.201	111,346.24	1,842.00	0.00	113,188.24	0.00	113,188.24
2281	DOMESTIC REL COMPUTER 2301.031	7,982.62	150.00	2,368.98	5,763.64	662.56	6,426.20
2282	CLERK COURTS COMPUTER 2303.201	829,923.16	15,582.50	0.00	845,505.66	0.00	845,505.66
2283	COUNTY CT SPEC PROJ 1907.24B1	464,197.06	24,614.60	2,933.24	485,878.42	2,735.28	488,613.70
2284	COGNITIVE INTERVENTION PROGRAM	414,641.66	4,467.40	442.35	418,666.71	472.35	419,139.06
2285	CONCEALED HANDGUN LICENSE	780,521.74	5,580.00	6,778.49	779,323.25	518.00	779,841.25
2286	SHERIFF-DRUG LAW ENFORCEMENT	5,177.89	0.00	0.00	5,177.89	0.00	5,177.89
2287	SHERIFF-LAW ENFORCEMENT TRUST	423,030.38	0.00	1,023.10	422,007.28	43.28	422,050.56
2288	COMM BASED CORRECTIONS DONATIO	17,136.30	0.00	0.00	17,136.30	0.00	17,136.30
2289	COMMUNITY BASED CORRECTIONS	150,368.97	0.00	90,095.93	60,273.04	1,790.00	62,063.04
2290	HAZ MAT EMERG PLAN SPEC FUND	6.40	0.00	0.00	6.40	0.00	6.40
2291	SHERIFF-D.A.R.E. PROGRAM	3,856.54	0.00	0.00	3,856.54	0.00	3,856.54

Financial Statement for 2025 Period 3



FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
2292	TRAFFIC SAFETY PROGRAM-SHERIFF	0.00	0.00	0.00	0.00	0.00	0.00
2293	SHERIFF GRANTS	26,012.00	0.00	21,354.29	4,657.71	0.00	4,657.71
2294	SHERIFF DARE LAW ENFORC GRANT	8,286.66	0.00	0.00	8,286.66	0.00	8,286.66
2295	TACTICAL RESPONSE UNIT	43,984.25	0.00	27,231.36	16,752.89	0.00	16,752.89
2296	COMP REHAB DWNPMT ASST COMMDEV	47,144.73	0.00	0.00	47,144.73	0.00	47,144.73
2297	ENFORCEMT & EDUCATN 4511.19G5A	149,201.13	25.00	0.00	149,226.13	0.00	149,226.13
2298	REHAB INC FUNDS	100,432.46	0.00	0.00	100,432.46	0.00	100,432.46
2299	COUNTY TRANSIT	1,088,831.74	151,514.76	121,912.04	1,118,434.46	121,718.51	1,240,152.97
3327	BOND RETIREMENT SPECIAL ASSMT	68,133.64	0.00	0.00	68,133.64	0.00	68,133.64
3360	STATE OPWC LOAN	112,715.70	0.00	0.00	112,715.70	0.00	112,715.70
3368	2013 RADIO SYSTEM BONDS	0.00	0.00	0.00	0.00	0.00	0.00
3384	TAX INCREMENT FINANCING - P&G	0.00	0.00	0.00	0.00	0.00	0.00
3393	RID BOND GREENS OF BUNNEL	2,431,017.00	0.00	0.00	2,431,017.00	0.00	2,431,017.00
3395	JAIL BONDS 2019	0.00	0.00	0.00	0.00	0.00	0.00
4401	COUNTY WIDE FINANCIAL SOFTWARE	19,651.29	0.00	0.00	19,651.29	0.00	19,651.29
4426	FRANKLIN-TRENTON RD BR REPL PR	0.00	514,150.00	0.00	514,150.00	0.00	514,150.00
4427	BETHANY & HUDSON HILLS RD PROJ	321,670.00	0.00	0.00	321,670.00	0.00	321,670.00
4428	ROBINSON-VAIL & SR 122 RD PROJ	0.00	201,000.00	0.00	201,000.00	0.00	201,000.00
4429	ZOAR & MOUNTS RD PROJ	0.00	253,600.00	0.00	253,600.00	0.00	253,600.00
4430	DEFAULTED SUBDIVISION SPEC ASM	399,158.40	0.00	0.00	399,158.40	0.00	399,158.40
4431	SOCIALVILLEFOSTERSBRIDGE&WALL	0.00	0.00	0.00	0.00	0.00	0.00
4432	EDWARDSVILLE ROAD BRIDGE	0.00	0.00	0.00	0.00	0.00	0.00
4433	MIDDLEBORO RD BRIDGE REHAB	0.00	0.00	0.00	0.00	0.00	0.00
4434	LIBERTY WAY/MASON RD TURN LANE	0.00	0.00	0.00	0.00	0.00	0.00
4435	STROUT RD BRIDGE 207-0.02	0.00	0.00	0.00	0.00	0.00	0.00
4436	ZOAR RD IMPROVEMENT PROJECT	0.00	0.00	0.00	0.00	0.00	0.00
4437	KING AVE BRIDGE PROJECT	600,682.55	0.00	0.00	600,682.55	0.00	600,682.55

Financial Statement for 2025 Period 3



FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
4438	NB COLUMBIA/3C RIGHT TURN LN	0.00	0.00	0.00	0.00	0.00	0.00
4439	VARIOUS WATER ASSESSMENT PROJE	0.00	0.00	0.00	0.00	0.00	0.00
4449	VARIOUS SEWER ASSESSMENT PROJE	0.00	0.00	0.00	0.00	0.00	0.00
4450	ESTATES OF KEEVER CREEK ROAD P	0.00	0.00	0.00	0.00	0.00	0.00
4451	ROAD INFRASTRUCTURE	9,900,902.97	2,000.00	0.00	9,902,902.97	0.00	9,902,902.97
4452	STEPHENS RD BRIDGE REPLACEMENT	215,835.55	0.00	0.00	215,835.55	0.00	215,835.55
4453	OLD 122 & TWP LINE RD ROUNDABO	0.00	0.00	0.00	0.00	0.00	0.00
4454	FIELDS-ERTEL RD IMPROV PROJ	176,754.34	0.00	0.00	176,754.34	0.00	176,754.34
4455	PHASE II ROAD RESURFACING	0.00	0.00	0.00	0.00	0.00	0.00
4456	MAS MOR MIL PIKE ST BRIDGE	22,355.07	-22,355.07	0.00	0.00	0.00	0.00
4457	HENDRICKSON RD BRIDGE PROJECT	0.00	0.00	0.00	0.00	0.00	0.00
4458	MAS MOR MIL RD BRIDGE-MASON	0.00	0.00	0.00	0.00	0.00	0.00
4459	ROACHESTER COZADDALE RD BRIDGE	0.00	0.00	0.00	0.00	0.00	0.00
4460	MCCLURE RD BRIDGE PROJ	8,387.27	26,310.99	0.00	34,698.26	0.00	34,698.26
4461	TOWNSHIP LINE RD BRIDGE PROJ	0.00	0.00	0.00	0.00	0.00	0.00
4462	COUNTY RD #182 BRIDGE REHAB	129,442.85	0.00	4,410.00	125,032.85	0.00	125,032.85
4463	FIELDS-ERTEL AND COLUMBIA ROAD	0.00	0.00	0.00	0.00	0.00	0.00
4464	GROG RUN RD BRIDGE PROJ	0.00	0.00	0.00	0.00	0.00	0.00
4465	BUTLER WARREN RD BRIDGE PROJ	0.00	0.00	0.00	0.00	0.00	0.00
4467	COUNTY CONST PROJECTS	6,183,727.14	0.00	49,054.89	6,134,672.25	13,444.02	6,148,116.27
4479	AIRPORT CONSTRUCTION	859,739.90	0.00	0.00	859,739.90	0.00	859,739.90
4484	P&G TIF ROAD CONSTRUCTION	0.00	0.00	0.00	0.00	0.00	0.00
4485	MIAMI VALLEY GAMING TIF	1,282,460.61	0.00	0.00	1,282,460.61	0.00	1,282,460.61
4489	TOWNE CENTER BLVD EXTENSION	0.00	0.00	0.00	0.00	0.00	0.00
4491	NEW COUNTY COURT CONSTRUCTION	6,219,675.72	0.00	69,000.00	6,150,675.72	0.00	6,150,675.72
4492	COMMUNICATION PROJECTS	3,679,864.30	0.00	46,163.54	3,633,700.76	25,833.44	3,659,534.20
4493	REDEVELOPMENT TAX EQUIV FUND	528,247.79	0.00	0.00	528,247.79	0.00	528,247.79

Financial Statement for 2025 Period 3



FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
4494	COURTS BUILDING	1,581,468.65	0.00	0.00	1,581,468.65	0.00	1,581,468.65
4495	JAIL CONSTRUCTION SALES TAX	1,973,104.87	0.00	0.00	1,973,104.87	0.00	1,973,104.87
4496	JUVENILE DETENTION ADDN & RENO	253,105.28	0.00	0.00	253,105.28	0.00	253,105.28
4497	JAIL CONSTRUCTION & REHAB	8,015,619.13	0.00	109,913.00	7,905,706.13	0.00	7,905,706.13
4498	COUNTY FAIRGROUNDS CONSTRUCTN	0.00	0.00	0.00	0.00	0.00	0.00
4499	JUVENILE/PROBATE CT EXPANSION	472,507.59	0.00	0.00	472,507.59	0.00	472,507.59
5510	WATER REVENUE	26,452,876.40	1,363,081.04	1,327,010.41	26,488,947.03	234,408.67	26,723,355.70
5574	LOWER LITTLE MIAMI WASTEWATER	0.00	0.00	0.00	0.00	0.00	0.00
5575	SEWER CONST PROJECTS	1,886,984.65	170,052.04	175,444.10	1,881,592.59	175,428.94	2,057,021.53
5580	SEWER REVENUE	29,910,089.58	723,787.91	765,562.83	29,868,314.66	158,564.54	30,026,879.20
5581	SEWER IMPROV-WC VOCATIONAL SCH	322,346.42	6,281.47	0.00	328,627.89	0.00	328,627.89
5583	WATER CONST PROJECTS	1,674,790.15	316,524.04	94,852.50	1,896,461.69	152,791.41	2,049,253.10
5590	STORM WATER TIER 1	333,947.98	0.00	78,545.00	255,402.98	0.00	255,402.98
6619	VEHICLE MAINTENANCE ROTARY	90,767.34	76,702.07	51,647.82	115,821.59	5,428.34	121,249.93
6630	SHERIFF'S POLICING REVOLV FUND	688,573.38	1,446,565.12	549,127.60	1,586,010.90	50,927.40	1,636,938.30
6631	COMMUNICATIONS ROTARY	264,376.90	2,244.69	1,178.58	265,443.01	1,178.58	266,621.59
6632	HEALTH INSURANCE	1,789,270.14	1,150,450.55	850,443.93	2,089,276.76	286,876.13	2,376,152.89
6636	WORKERS COMP SELF INSURANCE	1,238,177.09	639,484.99	63,967.26	1,813,694.82	7,233.23	1,820,928.05
6637	PROPERTY & CASUALTY INSURANCE	252,626.72	0.00	175.00	252,451.72	0.00	252,451.72
6650	GASOLINE ROTARY	118,103.18	1,517.51	51,577.14	68,043.55	0.00	68,043.55
7707	P.E.R.S. ROTARY	2,703.44	0.00	0.00	2,703.44	0.00	2,703.44
7708	TOWNSHIP FUND	0.00	3,320,469.45	3,320,469.45	0.00	0.00	0.00
7709	CORPORATION FUND	5,652.54	2,459,733.28	2,461,347.31	4,038.51	5,652.54	9,691.05
7713	WATER-SEWER ROTARY FUND	439,553.37	2,092,015.07	2,331,308.01	200,260.43	261.51	200,521.94
7714	PAYROLL ROTARY	1,046,433.37	4,934,621.07	4,937,493.81	1,043,560.63	153,789.99	1,197,350.62
7715	NON PARTICIPANT ROTARY	0.00	0.00	0.00	0.00	0.00	0.00
7716	SCHOOL	0.00	58,040,000.00	58,040,000.00	0.00	0.00	0.00

Financial Statement for 2025 Period 3



FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
7717	UNDIVIDED GENERAL TAX	147,148,140.71	69,906,877.41	63,441,891.27	153,613,126.85	46,090.49	153,659,217.34
7718	TANGIBLE PERSONAL PROPERTY.	0.00	0.00	0.00	0.00	0.00	0.00
7719	TRAILER (LIKE REAL ESTATE) TAX	34,432.37	41,148.11	0.00	75,580.48	0.00	75,580.48
7720	LOCAL GOVERNMENT FUND	0.00	404,506.56	404,506.56	0.00	0.00	0.00
7721	SPECIAL DISTRICTS	0.00	60,000.00	60,000.00	0.00	0.00	0.00
7722	CIGARETTE LICENSE TAX	185.89	78.57	30.53	233.93	30.53	264.46
7723	GASOLINE TAX	0.00	534,947.12	534,947.12	0.00	0.00	0.00
7724	WC PORT AUTHORITY FUND	55,121.57	0.00	0.00	55,121.57	0.00	55,121.57
7725	UNDIVIDED WIRELESS 911 GOV ASS	0.00	58,783.71	58,783.71	0.00	29,391.86	29,391.86
7726	MOTOR VEHICLE LICENSE TAX	0.00	1,295,323.30	1,295,323.30	0.00	0.00	0.00
7727	RE RATE CORRECT/REFUNDS	0.00	0.00	0.00	0.00	0.00	0.00
7728	TREASURER TAX REFUNDS	136,298.22	80,233.43	0.00	216,531.65	10,645.83	227,177.48
7729	CORONAVIRUS RELIEF DIST FUND	0.00	0.00	0.00	0.00	0.00	0.00
7730	VENDORS LICENSE	0.00	0.00	0.00	0.00	0.00	0.00
7731	COUNTY LODGING TAX	0.00	0.00	0.00	0.00	0.00	0.00
7734	REAL ESTATE ADVANCE PAYMENT	173,314.02	2,654.46	0.00	175,968.48	0.00	175,968.48
7738	WIB PASS THRU OHIO TO WORK	0.00	0.00	0.00	0.00	0.00	0.00
7740	TRAILER TAX	0.00	0.00	0.00	0.00	0.00	0.00
7741	LIFE INSURANCE	27,659.25	11,429.00	12,967.33	26,120.92	0.00	26,120.92
7742	LIBRARIES	0.00	470,111.62	470,111.62	0.00	0.00	0.00
7744	ARMCO PARK TOURNAMENT FEES	0.00	0.00	0.00	0.00	0.00	0.00
7745	STATE	1,632.26	2,197.73	1,610.55	2,219.44	0.00	2,219.44
7746	MIAMI CONSERVANCY DISTRICT FUN	0.00	0.00	0.00	0.00	0.00	0.00
7747	ADVANCE ESTATE TAX	845.74	0.00	0.00	845.74	0.00	845.74
7751	UNDIVIDED INTEREST	4,445.37	1,009,490.92	974,819.22	39,117.07	0.00	39,117.07
7754	OHIO ELECTIONS COMMISSION FUND	0.00	40.00	40.00	0.00	40.00	40.00
7756	SEWER ROTARY	47,565.00	6,504.00	0.00	54,069.00	0.00	54,069.00

Financial Statement for 2025 Period 3



FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
7757	MERCY PASS THROUGH TO TID	0.00	0.00	0.00	0.00	0.00	0.00
7758	WIA PASS THROUGH TO BUTLER/CLE	0.00	75,290.46	75,290.46	0.00	0.00	0.00
7761	OUTSIDE ENTITY FLOWTHRU	0.00	0.00	0.00	0.00	0.00	0.00
7765	RECORDER'S ESCROW FUND	29,549.72	93.00	498.00	29,144.72	140.00	29,284.72
7766	ESCROW ROTARY	2,498,266.64	0.00	95,900.00	2,402,366.64	0.00	2,402,366.64
7767	UNIDENTIFIED DEPOSITS	0.00	0.00	0.00	0.00	0.00	0.00
7768	RE TAX PYMT PRO/PRE/SALES	23.73	14.67	0.00	38.40	0.00	38.40
7769	BANKRUPTCY POST PETITION CONDU	13,262.67	1,366.88	0.00	14,629.55	0.00	14,629.55
7772	LEBANON MUN ORD VIOLATION INDI	17,131.25	0.00	187.50	16,943.75	0.00	16,943.75
7773	SEX OFFENDER REGISTRATION FEE	0.00	0.00	0.00	0.00	0.00	0.00
7774	ARSON OFFENDER REGISTR FEE	317.00	0.00	0.00	317.00	0.00	317.00
7775	UNDIVIDED SHERIFF WEB CHECK FE	13,225.12	12,111.00	11,303.25	14,032.87	193.25	14,226.12
7776	UNDIVIDED EVIDENCE SHERIFF	22,224.58	0.00	0.00	22,224.58	0.00	22,224.58
7777	UNDIVIDED FEDERAL & STATE FORF	0.00	0.00	0.00	0.00	0.00	0.00
7778	COURT ORDERED SHERIFF SALES	51,575.00	70,800.00	72,300.00	50,075.00	48,275.43	98,350.43
7779	UNDIVIDED DRUG TASK FORCE SEIZ	318,921.10	354.00	0.00	319,275.10	0.00	319,275.10
7781	REFUNDABLE DEPOSITS	421,383.33	11,989.95	5,785.24	427,588.04	5,297.33	432,885.37
7782	SHERIFF - LOST/ABANDONED PROPE	44.34	0.00	0.00	44.34	0.00	44.34
7785	MASSIE WAYNE CAPACITY FEES	0.00	0.00	0.00	0.00	0.00	0.00
7786	PMT IN LIEU OF TAXES	0.00	0.00	0.00	0.00	0.00	0.00
7787	UNDIVIDED INCOME TAX-REAL PROP	0.00	0.00	0.00	0.00	0.00	0.00
7788	UNDIVIDED PUBLIC UTILITY DEREG	0.00	0.00	0.00	0.00	0.00	0.00
7789	FORFEITED LAND	0.00	0.00	0.00	0.00	0.00	0.00
7790	FORFEITED LAND EXCESS SALE PRO	0.00	0.00	0.00	0.00	0.00	0.00
7792	ZONING & BLDG BOND FUND	0.00	0.00	0.00	0.00	0.00	0.00
7793	HOUSING TRUST AUTHORITY	132,859.15	81,852.90	214,712.05	0.00	212,564.93	212,564.93
7795	UNDIVIDED INDIGENT FEES	0.00	1,298.69	1,298.69	0.00	259.74	259.74

Financial Statement for 2025 Period 3



FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
7796	MASON MUN ORD VIOLATION INDIGE	7,521.58	1,654.31	881.25	8,294.64	0.00	8,294.64
7797	NEW UNDIVIDED AUCTION PROCEEDS	0.00	11,485.00	11,485.00	0.00	0.00	0.00
7798	OLD ZONING & BLDG BOND FUND	138,020.47	0.00	0.00	138,020.47	0.00	138,020.47
8843	UNCLAIMED MONEY	686,168.76	0.00	0.00	686,168.76	0.00	686,168.76
8855	CH.SERV.SCHEURER SMITH TRUST	43,609.59	0.00	0.00	43,609.59	0.00	43,609.59
9911	WARREN CO HEALTH DISTRICT	8,330,328.65	190,453.53	430,819.87	8,089,962.31	8,680.26	8,098,642.57
9912	FOOD SERVICE	274,741.78	135,595.35	71,715.01	338,622.12	16,067.00	354,689.12
9915	PLUMBING BOND-HEALTH DEPT.	0.00	0.00	0.00	0.00	0.00	0.00
9916	STATE REGULATED SEWAGE PROGRAM	164,768.40	7,965.00	17,031.73	155,701.67	109.00	155,810.67
9925	SOIL & WATER CONSERVATION DIST	983,175.07	20,855.17	95,271.66	908,758.58	5,659.23	914,417.81
9928	REGIONAL PLANNING	399,194.14	22,213.51	39,318.41	382,089.24	121.40	382,210.64
9938	WARREN COUNTY PARK DISTRICT	2,055,059.52	138,723.82	99,859.41	2,093,923.93	13,319.16	2,107,243.09
9944	ARMCO PARK	249,873.08	29,407.55	119,750.86	159,529.77	32,183.46	191,713.23
9953	WATER SYSTEM FUND	54,650.56	3,189.00	2,250.38	55,589.18	293.80	55,882.98
9954	MENTAL HEALTH RECOVERY BOARD	13,202,886.60	1,425,458.76	1,584,440.72	13,043,904.64	322,022.70	13,365,927.34
9961	HEALTH GRANT FUND	204,655.34	99,009.37	48,820.05	254,844.66	0.00	254,844.66
9963	CAMPGROUNDS	3,246.12	0.00	0.00	3,246.12	0.00	3,246.12
9976	HEALTH - SWIMMING POOL FUND	167,581.67	0.00	2,338.11	165,243.56	0.00	165,243.56
9977	DRUG TASK FORCE COG	989,766.01	82,694.53	7,408.84	1,065,051.70	1,612.37	1,066,664.07
9996	WC FIRE RESPONSE LIFE SAFETY	0.00	0.00	0.00	0.00	0.00	0.00
Total		477,034,933.37	173,457,523.19	173,765,323.48	476,727,133.08	3,305,012.13	480,032,145.21

It is hereby certified, that the foregoing is a true and accurate statement of the finances of Warren County, Ohio, for March, 2025 showing the balance on hand in cash in each fund at the beginning of the month, the amount received to each, the amount disbursed from each, the balance remaining to the credit of each, and the balance of money in the treasury and depository.

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

Resolution

Number 25-0457

Adopted Date April 08, 2025

ACKNOWLEDGING PAYMENT OF BILLS

BE IT RESOLVED, to acknowledge payment of bills from 4/1/25 and 4/3/25 as attached hereto and made a part hereof.

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

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


Resolution adopted this 8th day of April 2025.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

/kp

cc: Auditor 

Resolution

Number 25-0458

Adopted Date April 08, 2025

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

WHEREAS, the Department of Human Services has requested that the ninth and tenth monthly disbursement of their mandated share for SFY 2025 be transferred into the Human Services Public Assistance Fund #2203.

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

\$34,542.00	from	#11011112-5742	(Commissioners Grants – Public Assistance)
	into	#2203-49000	(Human Services – Public Assistance)

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

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

Resolution adopted this 8th day of April 2025.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

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

Resolution

Number 25-0459

Adopted Date April 08, 2025

APPROVING A SUPPLEMENTAL APPROPRIATION INTO COMMISSIONERS FUND #11011110 AND AN OPERATIONAL TRANSFER INTO CHILD ADVOCACY CENTER FUND #2214

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

Supplemental Appropriation

\$250,000.00 into #11011110-5997 (Operational Transfers)

Operational Transfer

\$250,000.00 from #11011110-5997 (Operational Transfers)
 into #2214-49000 (CAC – Distributions & Transfers)

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

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


Resolution adopted this 8th day of April 2025.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

js/

cc: Auditor 
Operational Transfer file
Supplemental App. file
Child Advocacy Center (file)
OMB (file)

Resolution

Number 25-0460

Adopted Date April 08, 2025

APPROVING A SUPPLEMENTAL APPROPRIATION INTO FUND #11011112 AND AN OPERATIONAL TRANSFER INTO ROAD INFRASTRUCTURE FUND #4451

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

Supplemental Appropriation

\$10,000,000 into #11011112-5785 (County Construction Projects)

Operational Transfer

\$10,000,000 from #11011112 5785 (County Construction Projects)
into #4451 49000 (Road Infrastructure Projects – Transfers)

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

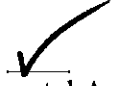
Mrs. Jones – absent
Mr. Grossmann – yea
Mr. Young – yea

Resolution adopted this 8th day of April 2025.

BOARD OF COUNTY COMMISSIONERS


Krystal Powell, Clerk

js/

cc: Auditor 
Supplemental App. file
Operational Transfer file
Engineer (file)
OMB

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

Resolution

Number 25-0461

Adopted Date April 08, 2025

ACCEPTING AN AMENDED CERTIFICATE AND APPROVING SUPPLEMENTAL
APPROPRIATIONS INTO THE CHILD ADVOCACY CENTER FUND #2214

WHEREAS, the Child Advocacy Center Fund #2214 had no estimated 2025 revenue.

NOW THEREFORE BE IT RESOLVED, to accept the amended certificate for the Warren
County Budget Commission in the amount of \$250,000.00 for the Child Advocacy Center fund
#2214 and approve the following supplemental appropriations:

\$ 181,000.00	into	#22141114-5102	(Regular Salaries)
\$ 7,200.00	into	#22141114-5210	(Material & Supplies)
\$ 8,000.00	into	#22141114-5400	(Purchases Services)
\$ 18,100.00	into	#22141114-5811	(PERS)
\$ 33,000.00	into	#22141114-5820	(Health & Life Insurance)
\$ 2,700.00	into	#22141114-5871	(Medicare)

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

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

Resolution adopted this 8th day of April 2025.

BOARD OF COUNTY COMMISSIONERS


Krystal Powell, Clerk

cc: Auditor ✓
Amended Certificate file
Supplemental App. File
Child Advocacy Center (file)
OMB (file)

AMENDED OFFICIAL CERTIFICATE OF ESTIMATED RESOURCES

Rev. Code, Sec 5705.36

Office of Budget Commission, County of Warren, Lebanon, Ohio, March 27, 2025

To the TAXING AUTHORITY of Warren County Commissioners

The following is the amended certificate of estimated resources for the fiscal year beginning January 1st, 2025, as revised by the Budget Commission of said county, which shall govern the total of appropriations made at any time during such fiscal year.

FUND TYPE -Special Revenue	Jan. 1st, 2025	Taxes	Other Sources	Total
Child Advocacy Center	\$0.00		\$250,000.00	\$250,000.00
Fund 2214				
TOTAL	\$0.00	\$0.00	\$250,000.00	\$250,000.00

_____)
_____)
Matt Nolan 30) Budget
_____) Commission
_____)

AMEND 25 11
2214 49000 +250,000.00

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

Resolution

Number 25-0462

Adopted Date April 08, 2025

APPROVING A SUPPLEMENTAL APPROPRIATION INTO COMMON PLEAS
COMMUNITY CORRECTIONS MENTAL HEALTH FUND #2228

BE IT RESOLVED, to approve the following supplemental appropriation:

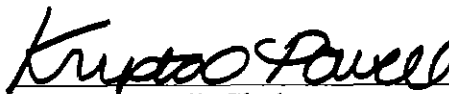
\$ 25,000.00 into BUDGET-BUDGET #22281220-5910 (Other Expense)

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


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

Resolution adopted this 8th day of April 2025.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

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

Resolution

Number 25-0463

Adopted Date April 08, 2025

APPROVING A SUPPLEMENTAL APPROPRIATION INTO THE MIAMI VALLEY
GAMING TIF FUND #4485

WHEREAS, in order for the Warren County Commissioners' Office to be able to encumber funds for the Miami Valley Gaming Racino, a supplemental appropriation needs to be approved.

NOW THEREFORE BE IT RESOLVED, approve the following supplemental appropriation into Miami Valley Gaming TIF Fund #4485:

\$23,000.00 into #44853120-5910 (Other Expenses)

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


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

Resolution adopted this 8th day of April 2025.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Auditor 
Supplemental App. file
Economic Development (file)
OMB

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

Resolution

Number 25-0464

Adopted Date April 08, 2025

APPROVING A SUPPLEMENTAL APPROPRIATION INTO PROPERTY INSURANCE
FUND #6637

BE IT RESOLVED, to make insurance prior year deductible payments, it is necessary to approve the following supplemental appropriation:

\$ 20,000.00 into #66371113-5910 (Other Expense)

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

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


Resolution adopted this 8th day of April 2025.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

/js

cc: Auditor 
Supplemental App. File
OMB (file)

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

Resolution

Number 25-0465

Adopted Date April 08, 2025

APPROVING APPROPRIATION ADJUSTMENTS FROM COMMON PLEAS COURT
FUND #11011220 AND COURT SERVICES FUND #11011223 INTO #11011220

BE IT RESOLVED, to approve the following appropriation adjustments:

\$10,000.00	from	#11011220-5370	(Software Non-Data Board)
\$ 5,000.00	from	#11011223-5318	(Data Bd. Approve-Non-Cap)
\$15,000.00	into	#11011220-5400	(Purchased Services)

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


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

Resolution adopted this 8th day of April 2025.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

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

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

Resolution

Number 25-0466

Adopted Date April 08, 2025

APPROVING APPROPRIATION ADJUSTMENTS WITHIN COMMON PLEAS COURT
FUND #11011223

BE IT RESOLVED, to approve the following appropriation adjustments:

\$ 2,800.00	from	#11011223-5421	(Rent/Lease Expense)
\$ 3,000.00	from	#11011223-5850	(Training/Education)
\$ 1,500.00	from	#11011223-5910	(Other Expenses)
\$ 1,000.00	from	#11011223-5911	(Non-Taxable Fringe)
\$ 8,300.00	into	#11011223-5317	(Non-Capital Purchase)

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


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

Resolution adopted this 8th day of April 2025.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Auditor 
Appropriation Adj. file
Common Pleas Court (file)

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

Resolution

Number 25-0467

Adopted Date April 08, 2025

APPROVING APPROPRIATION ADJUSTMENTS WITHIN SHERIFF'S OFFICE FUND
#11012200

BE IT RESOLVED, to approve the following appropriation adjustments:

\$ 9,244.00 from #11012200-5102 (Sheriff Regular Salaries)
 into #11012200-5310 (Vehicles Capital Outlay)

\$20,000.00 from #11012200-5210 (Sheriff Material & Supplies)
 into #11012200-5320 (Sheriff Capital Purchase)

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


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

Resolution adopted this 8th day of April 2025.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

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

Resolution

Number 25-0468

Adopted Date April 08, 2025

APPROVING AN APPROPRIATION ADJUSTMENT WITHIN BUILDING AND ZONING
DEPARTMENT FUND #11012300

BE IT RESOLVED, to approve the following appropriation adjustment:

\$649.01	from	#11012300-5940	(Travel)
	into	#11012300-5317	(Non-Capitol Purchases)

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


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

Resolution adopted this 8th day of April 2025.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Auditor 
Appropriation Adj. file
Building/Zoning (file)

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

Resolution

Number 25-0469

Adopted Date April 08, 2025

APPROVING AN APPROPRIATION ADJUSTMENT WITHIN HUMAN SERVICES FUND
#2203

BE IT RESOLVED, to approve the following appropriation adjustment within Human Services
fund 2203:


\$3,000.00	from	#22035310-5400	(Purchased Services)
	into	#22035310-5317	(Non-Capital Purchase)

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


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

Resolution adopted this 8th day of April 2025.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Auditor 
Appropriation Adjustment file
Human Services (file)

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

Resolution

Number 25-0470

Adopted Date April 08, 2025

APPROVING APPROPRIATION ADJUSTMENTS WITHIN COUNTY COURT FUND #2274

BE IT RESOLVED, to approve the following appropriation adjustments:

\$3,000.00	from	#22741410-5318	(Data Bd Approv. – Non-Cap)
\$3,000.00	from	#22741410-5321	(DT Bd Aap Cap BOCC)
\$6,000.00	into	#22741410-5317	(Non-Capital Purchases)


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

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

Resolution adopted this 8th day of April 2025.

BOARD OF COUNTY COMMISSIONERS


Krystal Powell, Clerk

cc: Auditor 
Appropriation Adjustment file
County Court (file)

Resolution

Number 25-0471

Adopted Date April 08, 2025

APPROVING REQUISITIONS AND AUTHORIZING THE 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.

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

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

Resolution adopted this 8th day of April 2025.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

/kp

cc:
Commissioners' file

REQUISITIONS

Department	Vendor Name	Description	Amount
WAT	TERRACON CONSULTANTS INC	WAT DENSITY TESTING SERVICES S	\$ 5,850.00 *capital purchase/previously approved project
TEL	SOUND COMMUNICATIONS INC	TEL VERINT V15 RECORDING ACME	\$ 16,260.00 *software/ contract in packet
TEL	SOUND COMMUNICATIONS INC	TEL VERINT V15 RECORDING ACME	\$ 1,360.00 *software/ contract in packet
TEL	CDW LLC	TEL UPS POWER FOR NEW COUNTY	\$ 33,880.72 *capital Purchase/ state contract
WAT	UTILITY TECHNOLOGIES LLC	WAT WATER LEAK NOISE CORRELATO	\$ 13,881.00 *capital purchase/ sole source
WAT	MILLENNIUM BUSINESS SYSTEMS	WAT SHARP BP-50C26 PRINTER/COP	\$ 5,823.00 *non capital purchase/ contract in packet

PO CHANGE ORDERS

GRA	NEYRA CONSTRUCTION INC	GRA FY24 S LEB KING AVE CDBG	\$ 39,599.20 *increase
WAT	TOEBBEN LTD	WAT EASEMENT TOEBBEN 2 PARCELS	\$ 3,103.00 *increase

Approved 4/8/25 by:



Martin Russell, County Administrator

Resolution

Number 25-0472

Adopted Date April 08, 2025

ENTERING INTO AN ENGINEERING SERVICE AGREEMENT WITH BG ENGINEERING GROUP, LLC ON BEHALF OF THE WARREN COUNTY ENGINEER'S OFFICE

BE IT RESOLVED, to enter into an engineering service agreement with BG Engineering Group, LLC, 5960 Wilcox Place, Suite C, Dublin, Ohio 43016 in connection with the CEAO Bridge Load Rating Funding.

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

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

Resolution adopted this 8th day of April 2025.

BOARD OF COUNTY COMMISSIONERS


Krystal Powell, Clerk

cc: c/a—BG Engineering Group LLC.
Engineer (file)

Warren County
AGREEMENT NO. 42244

This Agreement No. 42244, entered into this 8 day of April, 2025 by and between Warren County, acting by and through the Warren County Engineer and the Warren County Board of County Commissioners, hereinafter referred to as the County, and BG Engineering Group, LLC, hereinafter referred to as the Consultant, with an office located at 5960 Wilcox Place, Suite C, Dublin, Ohio 43016.

WITNESSETH:

That the County and the Consultant, for the mutual considerations herein contained and specified, have agreed and do hereby agree as follows:

CLAUSE I - WORK DESCRIPTION

The Consultant agrees to perform all engineering and adjunct services as may be authorized by the County in subsequent written authorization or authorizations to proceed for load rating of the bridge or bridges specified in the Scope of Services and funded through the County Engineers Association of Ohio (CEAO) in Warren County, Ohio, identified as VAR-Warren County Bridge Load Ratings.

CLAUSE II - INVOICE & PROJECT SCHEDULE

The County and the Consultant agree to the attached Invoice and Project Schedule including the overall Agreement length, and Scheduled Submittal dates and Review Times set out in the Project Schedule.

The Consultant agrees to submit the completed Invoice and Project Schedule transmittal letter together with the updated Invoice and Project Schedule for all billing purposes for all Parts of this Agreement no more than on a quarterly basis [every three (3) months]:

- (a) Signed original transmittal letter and invoice (IPS) and three (3) copies of same.
- (b) Two (2) copies of the updated Project Schedule.

CLAUSE III - PRIME COMPENSATION

The County agrees to compensate the Consultant for the performance of the authorized portions of the Work specified in this Agreement.

Part 1: Load Ratings.

Unit of Work Compensation for each bridge as established on Attachment A. However, the maximum prime compensation shall not exceed Thirteen Thousand, Eight Hundred, Sixty Dollars (\$13,860.00). All work shall be performed on an "if authorized"

basis. The fee shall accumulate as authorized (separate cost accounting is not required for each activity).

Prime Compensations, only as agreed and by proper modification of this Agreement and authorized in writing by the County, may be added to or subtracted from under the authority of the Department of Transportation's "Specifications for Consulting Services, 2016 Edition".

CLAUSE IV – CONFLICT OF INTEREST AND ETHICS

The Parties affirm that they have read, understand and agree to comply with the Conflict of Interest and Ethics laws including 23 CFR §1.33, 23 CFR 636.116, and Ohio Revised Code sections 102.03, 2921.42, and 2921.43.

CLAUSE V - INCORPORATION BY REFERENCE

The following documents, or specified portions thereof, are hereby incorporated into and made a part of this Agreement as though expressly rewritten herein:

- (a) The Department of Transportation's "Specifications for Consulting Services, 2016 Edition".
- (b) The attached Scope of Services with Attachment A.
- (c) The Invoice & Project Schedule.
- (d) The most current Office of Budget and Management Travel Policy as published on the State of Ohio Website (<https://obm.ohio.gov/areas-of-interest/agency-overview/obm-travel-rule>).

CLAUSE VI - GENERAL PROVISIONS

Any person executing this Agreement in a representative capacity hereby warrants that he/she has been duly authorized by his/her principal to execute this Agreement on such principal's behalf.

Additionally, it is expressly understood by the parties that none of the rights, duties and obligations described in this Agreement shall be binding on either party until such time as the expenditure of funds is certified by the Director of Budget and Management, pursuant to Section 126.07 of the Ohio Revised Code.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written by affixing the signature of the duly authorized officer of Consultant and the signature of the Warren County Engineer and the Warren County Board of County Commissioners.

BG ENGINEERING GROUP, LLC

By: John Smith

Title: Senior Project Manager

WARREN COUNTY

Kurt E. Weber

Kurt E. Weber, P.E., P.S.
County Engineer

WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS

* [Signature]

Commissioner

* [Signature]

Commissioner

Commissioner

APPROVED AS TO FORM:

By: Adam M. Nice

Title: Adam M. Nice, Assistant Prosecutor

Scope of Services

11/19/2024

SCOPE OF SERVICES NBI BRIDGE LOAD RATING

TASKS

1. Bridge Load Rating
2. Field measurements for load rating (no plan information available)
3. Load Rating and Analysis for Steel Truss or Through Girder bridges.
4. Analysis of Gusset Plates

Services shall be conducted in accordance with;

- ODOT Bridge Design Manual (BDM), Section 900
- The Manual for Bridge Evaluation, First Edition 2008, AASHTO Publication
- Attachment A

SCOPE OF SERVICES

TASK 1 - Bridge Load Rating

1. Review the existing bridge inventory records of designated bridge (as provided by the county engineer) and prepare load rating.
2. Make a visual field inspection of each structure with Superstructure GA < 6 to determine the general condition and deterioration of each super structure. Field measurements shall be made and documented in the bridge load rating file. Spot field measurements shall be made to verify plan dimensions, if plans are provided. Plans shall be provided by the county engineer if applicable.
3. The Bridge carrying vehicular traffic shall be rated to determine its safe load carrying capacity. The analysis shall be performed for Inventory, Operating, all Ohio Legal Loads and AASHTO Vehicles.
4. The load rating report shall include one (1) printed copy and one electronic copy of the Load Rating Report in .xml format AASHTO BrR 7.4.1 or newer.
5. Rating files SHALL be Bridge System, Line evaluations will NOT be accepted

TASK 2 - Field measurements for load rating (no plan information available)

1. Should no plans exist or additional information is required each main member shall be field measured for load rating. The condition member should be noted on the field documentation. All measurements shall be included in the load rating report.

TASK 3 - Load Rating and Analysis for Steel Truss or Through Girder bridges

1. Review existing bridge plans (design plans and/or drawings developed during bridge inspection services); review inspection reports and other inspection information such as photographs and estimates of section loss for bridge members and connections.
2. The Bridge carrying vehicular traffic shall be rated to determine its safe load carrying capacity. The analysis shall be performed for Inventory, Operating, all Ohio Legal Loads and AASHTO Vehicles.
3. The load rating report shall include one (1) printed copy and one electronic copy of the Load Rating Report in .xml format AASHTO BrR 7.4.1.
4. The Load Rating Reports shall be prepared and signed by a registered or non-registered engineer and checked, signed, sealed and dated by an Ohio Registered Professional Engineer.
5. All calculations related to the load rating should be a part of the load rating report.

TASK 4 – Analysis of Gusset Plates

1. Perform gusset plate analysis according to FHWA Publication FHWA-IF-09-014 to determine its capacity including the welded, bolted or riveted connections. This document is available on ODOT Office of Structural Engineering web site. The gusset plate/connection capacity will be compared to the gusset plate/connection strength requirements for the maximum DL+LL+I forces created by the critical truck. If the gusset plate controls the bridge rating, the report will indicate as such and give the recommended rating for the critical truck. If the gusset plate and connections exhibit sufficient or excess capacity the analysis will reflect the amount of excess capacity. The analysis will reflect the existing condition of the gusset plates and connections. The county engineer may require an ultrasound test (UT) be performed on gusset plates to determine the amount of section loss on the members.
2. If the gusset plate analysis is required to be performed by the consultant and the bridge load rating has been performed already by the county or a previous consultant, the county shall provide the load rating information including the analysis to the consultant performing the gusset plate analysis. If the load rating of the bridge has not been performed previously, the county shall authorize the consultant to load rate the bridge (see TASK 4 of this document) as well as perform the gusset plate analysis.

PERIOD OF SERVICE

All Task approved per bridge will be completed within 6 months, after receipt of the written notice to proceed.

Attachment A

2025 Warren County Load Ratings

BG Engineering Group Price Proposal (02/11/2025)

Bridge	Local Name	Bridge Type	Fee Requested	Notes/Assumptions
WAR-C0037-04.57_(8331473)	Clarksville Road Bridge #37-4.57	Concrete Frame	\$ 1,900.00	This is a concrete frame/three-sided culvert, which would normally be load rated utilizing Eriksson Culvert per BDM 920.2. This culvert has large edge beams on a skew that cannot be modeled utilizing Eriksson Culvert. It is proposed to load rate as a slab bridge with a short span (perpendicular to the face) for the interior slab and a long span (along the centerline of construction) for the edge beam. The edge beam distribution factor will need to be determined utilizing engineering judgement. This is a similar methodology to the 2016 load rating. AASHTOWare BrR will be utilized for the load rating. No field review will be necessary.
WAR-M0002-09.16_(8330001)	Butler-Warren Road Bridge #2-9.16	Concrete Frame	\$ 1,900.00	This is a concrete frame/three-sided culvert, which would normally be load rated utilizing Eriksson Culvert per BDM 920.2. This culvert has large edge beams on a skew that cannot be modeled utilizing Eriksson Culvert. It is proposed to load rate as a slab bridge with a short span (perpendicular to the face) for the interior slab and a long span (along the centerline of construction) for the edge beam. The edge beam distribution factor will need to be determined utilizing engineering judgement. AASHTOWare BrR will be utilized for the load rating. No field review will be necessary.
WAR-M0016-0070_A(8330573)	Lebanon Road Bridge #16A-0.70	3-Span Continuous Steel Beam	\$ 2,000.00	AASHTOWare BrR will be utilized for the load rating. No field review will be necessary.
WAR-M0022-0415_(8330514)	Lower Springboro Road Bridge #22-4.15	3-Span Continuous Concrete Slab	\$ 2,300.00	AASHTOWare BrR will be utilized for the load rating. No field review will be necessary.
WAR-M0022-0431_(8333661)	Lower Springboro Road Bridge #22-4.31	Concrete Arch	\$ 1,920.00	AASHTOWare BrR cannot be utilized for a concrete arch. It is proposed to utilize CANDE along with supplemental hand calculations to perform this load rating. No field review will be necessary.
WAR-M0033-0542_(8332452)	Union Road Bridge #33-5.42	Concrete Arch	\$ 1,920.00	AASHTOWare BrR cannot be utilized for a concrete arch. It is proposed to utilize CANDE along with supplemental hand calculations to perform this load rating. No field review will be necessary.
WAR-M0054-0108_(8332436)	Western Row Road Bridge #54-1.08	Concrete Arch	\$ 1,920.00	AASHTOWare BrR cannot be utilized for a concrete arch. It is proposed to utilize CANDE along with supplemental hand calculations to perform this load rating. No field review will be necessary.
			\$ 13,860.00	