

Resolution

Number 20-0100

Adopted Date January 21, 2020

RESCIND RESOLUTION #20-0066 WHICH AUTHORIZED THE HIRING OF ADAM JARBOE AS EMERGENCY COMMUNICATIONS OPERATOR WITHIN WARREN COUNTY EMERGENCY SERVICES DEPARTMENT

WHEREAS, Mr. Jarboe has notified the HR manger that he has declined the position; and

NOW THEREFORE BE IT RESOLVED, to rescind Resolution #20-0066 adopted January 9, 2020, which authorized the hiring of Adam Jarboe as Emergency Communications Operator within Warren County Emergency Services Department.

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

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

Resolution adopted this 21st day of January 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

HR

cc: Emergency Services (file)
Adam Jarboe's Personnel file
OMB-Sue Spencer

Resolution

Number 20-0101

Adopted Date January 21, 2020

HIRE ETHAN TYREE AS EMERGENCY COMMUNICATIONS OPERATOR WITHIN THE WARREN COUNTY EMERGENCY SERVICES DEPARTMENT

BE IT RESOLVED, to hire Ethan Tyree as Emergency Communication Operator within the Warren County Emergency Services Department, classified, full-time permanent, hourly status (40 hours per week), effective January 27, 2020, at starting rate of, \$18.29 per hour, subject to a negative background check, drug screen and a 365 day probationary period.

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

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

Resolution adopted this 21st day of January 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

HR

cc: Emergency Services (file)
Ethan Tyree's Personnel file
OMB- Sue Spencer

Resolution

Number 20-0102

Adopted Date January 21, 2020

APPROVE A PAY INCREASE FOR EMILY SHULER WITHIN THE WARREN COUNTY DEPARTMENT OF EMERGENCY SERVICES

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

WHEREAS, Emily Shuler, Emergency Communications Operator within the Warren County Emergency Services, has successfully completed four (4) years of service as a Emergency Communications Operator on January 4, 2020; and


NOW THEREFORE BE IT RESOLVED, to approve Emily Shuler's pay increase from \$24.81 per hour to \$26.11 per hour, under the Warren County Emergency Services Schedule, effective pay period beginning January 16, 2020.

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

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

Resolution adopted this 21st day of January 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 20-0103

Adopted Date January 21, 2020

ACCEPT RESIGNATION, DUE TO RETIREMENT, OF JOHN WARE, WATER TREATMENT SYSTEM SUPERINTENDENT, WITHIN THE WARREN COUNTY WATER AND SEWER DEPARTMENT, EFFECTIVE MARCH 31, 2020


BE IT RESOLVED, to accept the resignation of John Ware, Water Treatment System Superintendent, within the Warren County Water and Sewer Department, effective March 31, 2020.

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

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

Resolution adopted this 21st day of January 2020.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Water/Sewer (file)
J. Ware's Personnel File
OMB – Sue Spencer
Tammy Whitaker

Resolution

Number 20-0104

Adopted Date January 21, 2020

ACCEPT RESIGNATION, DUE TO RETIREMENT, OF WILLIAM WILLIAMS, BUILDING AND ELECTRICAL INSPECTOR IV, WITHIN THE WARREN COUNTY BUILDING AND ZONING DEPARTMENT, EFFECTIVE APRIL 30, 2020

BE IT RESOLVED, to accept the resignation, due to retirement, of William Williams, Building and Electrical Inspector IV, within the Warren County Building and Zoning Department, effective April 30, 2020.

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

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

Resolution adopted this 21st day of January 2020.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Building and Zoning (file)
W. Williams' Personnel File
OMB – Sue Spencer
Tammy Whitaker

Resolution

Number 20-0105

Adopted Date January 21, 2020

AUTHORIZE THE POSTING OF THE "BUILDING AND ELECTRICAL INSPECTOR I, II, III, OR IV" POSITION, WITHIN THE BUILDING AND ZONING DEPARTMENT, IN ACCORDANCE WITH WARREN COUNTY PERSONNEL POLICY MANUAL, SECTION 2.02(a)

WHEREAS, there exists one opening for a "Building and Electrical Inspector" position within the Building and Zoning Department; and

NOW THEREFORE BE IT RESOLVED, to authorize the posting and advertising of the position of "Building and Electrical Inspector I, II, III, OR IV" 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 January 17, 2020.

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

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

Resolution adopted this 21st day of January 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Building /Zoning (File)
OMB – Sue Spencer

Resolution

Number 20-0106

Adopted Date January 21, 2020

AUTHORIZE THE POSTING FOR "CUSTODIAL WORKER I" POSITION, WITHIN THE FACILITIES MANAGEMENT DEPARTMENT, IN ACCORDANCE WITH WARREN COUNTY PERSONNEL POLICY MANUAL, SECTION 2.02(A)

WHEREAS, there exists one opening for "Custodial Worker I" position within the Facilities Management Department; and

NOW THEREFORE BE IT RESOLVED, to authorize the posting of the position of "Custodial Worker I" in accordance with Warren County Personnel Policy Manual, Section 2.02(A); posting to occur for a period of at least seven (7) consecutive calendar days beginning January 15, 2020.

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

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

Resolution adopted this 21st day of January 2020.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

HR

cc: Facilities Management (file)
OMB Sue Spencer

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

Resolution

Number 20-0107

Adopted Date January 21, 2020

AUTHORIZE THE POSTING FOR "SECOND SHIFT SERVICE WORKER I" POSITION, WITHIN THE FACILITIES MANAGEMENT DEPARTMENT, IN ACCORDANCE WITH WARREN COUNTY PERSONNEL POLICY MANUAL, SECTION 2.02(A)

WHEREAS, there exists one opening for "Second Shift Service Worker I" position within the Facilities Management Department; and

NOW THEREFORE BE IT RESOLVED, to authorize the internal posting of the position of "Service Worker I" in accordance with Warren County Personnel Policy Manual, Section 2.02(A); posting to occur for a period of at least seven (7) consecutive calendar days beginning January 15, 2020.

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

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

Resolution adopted this 21st day of January 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

HR

cc: Facilities Management (file)
OMB Sue Spencer

Resolution

Number 20-0108

Adopted Date January 21, 2020

APPROVE END OF 365-DAY PROBATIONARY PERIOD AND APPROVE A PAY INCREASE FOR NICCOLE REMENOWSKY WITHIN THE WARREN COUNTY GARAGE

WHEREAS, Niccole Remenowsky, Office Administrator within the Warren County Garage, has successfully completed a 365-day probationary period, effective January 21, 2020; and

NOW THEREFORE BE IT RESOLVED, to approve Niccole Remenowsky's completion of 365-day probationary period and to approve a pay increase to end of probationary rate of \$19.86 per hour effective pay period beginning February 1, 2020.

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

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

Resolution adopted this 21st day of January 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Garage (file)
N. Remenowsky's Personnel File
OMB – Sue Spencer

Resolution

Number 20-0109

Adopted Date January 21, 2020

END TEMPORARY RECLASSIFICATION FOR AMBER VALENTINE, WITHIN WARREN COUNTY JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION

WHEREAS, due to the extended absence of the Protective Services Supervisor, this Board, temporarily reclassified Amber Valentine to the Protective Services Supervisor position with a pay increase; and

NOW THEREFORE BE IT RESOLVED, to end temporary reclassification for Amber Valentine, and return to Lead Caseworker III, effective pay period beginning January 18, 2020; and

BE IT FURTHER RESOLVED, to end temporary pay increase for Amber Valentine, and return to previous rate of \$22.68 per hour, effective pay period beginning January 18, 2020.

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

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

Resolution adopted this 21st day of January 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

HR/

cc: Children Services (file)
A. Valentine's Personnel file
OMB-Sue Spencer

Resolution

Number 20-0110

Adopted Date January 21, 2020

RESCIND RESOLUTION #19-1672 WHICH AUTHORIZED THE HIRING OF DEVIN CARR AS CUSTOMER ADVOCATE I WITHIN OHIOMEANSJOBS WARREN COUNTY

WHEREAS, Ms. Carr notified the HR manger that she has declined the position; and

NOW THEREFORE BE IT RESOLVED, to rescind Resolution #19-1672 adopted December 10, 2019, which authorized the hiring of Devin Car as Customer Advocate I within OhioMeansJobs Warren County.

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

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

Resolution adopted this 21st day of January 2020.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

HR

cc: OhioMeansJobs (file)
Devin Carr's Personnel file
OMB-Sue Spencer

Resolution

Number 20-0111

Adopted Date January 21, 2020

APPROVE REAPPOINTMENTS OF VARIOUS MEMBERS TO THE WARREN COUNTY EMERGENCY COMMUNICATIONS BOARD

BE IT RESOLVED, to approve the following reappointments to the Warren County Emergency Communications Board:

REAPPOINT

Chief Bryan Brumagen, Mason Fire Dept.	term to expire 12/31/2022
Chief Gary Copeland, Waynesville Police	term to expire 12/31/2022
Chief Andrew Riddiough, JEMS	term to expire 12/31/2022
Chief Russell Whitman, Franklin Police	term to expire 12/31/2022

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

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

Resolution adopted this 21st day of January 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

a/

cc: Appointments file
Appointees
Emergency Services (file)
Telecom (file)
L. Lander

Resolution

Number 20-0112

Adopted Date January 21, 2020

RESCIND RESOLUTION #20-0004 AND APPROVE APPOINTMENTS AND REAPPOINTMENTS TO THE CRIMINAL JUSTICE BOARD OF WARREN COUNTY

WHEREAS, due to clerical error, the Board inadvertently adopted the resolution with several members being reappointed who did not wish to be reappointed; and

NOW THEREFORE BE IT RESOLVED, to rescind Resolution #20-0004, adopted January 7, 2020 and approve the following appointments and reappointments to the Criminal Justice Board:

New Appointments to the Board:

Tiffany Thomas (to fill unexpired term of Cathy Joe Vanderpool)	term to expire 12-31-20
Talbert House	
Reija Huculak (Mental Health & Recovery Services)	3 year term to expire 12-31-2022
Chris Smith (WCBDD)	3 year term to expire 12-31-2022
Judge David Batsche (Mason Municipal Court)	3 year term to expire 12-31-2022

Re- Appointments to the Board:

Angela Johnsen (Solutions)	3 year term to expire 12-31-2022
Monica Thomas (WCCPC Court Services)	3 year term to expire 12-31-2022
Matt Fetty (Ohio Means Jobs)	3 year term to expire 12-31-2022
Sheriff Larry Sims (Warren County Sheriff)	3 year term to expire 12-31-2022
David Fornshell (Warren County Prosecutor)	3 year term to expire 12-31-2022
David G. Young (Warren County Commissioner)	3 year term to expire 12-31-2022
Amy Bidinger (WCCPC Court Services)	3 year term to expire 12-31-2022
Kristy Taylor (WCCPC Court Services)	3 year term to expire 12-31-2022
Jim Dearie (Attorney)	3 year term to expire 12-31-2022

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

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

Resolution adopted this 21st day of January 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Appointments (file)
Appointees

Community Corrections (file)
L. Lander

Resolution

Number 20-0113

Adopted Date January 21, 2020

AMEND RESOLUTION 20-0098 TO INCREASE THE COMPENSATION FOR MEMBERS OF THE WARREN COUNTY BOARD OF ZONING APPEALS

WHEREAS, pursuant to Resolution #20-0098 adopted January 9, 2020, this Board increased the compensation rate for members of the Warren County Board of Zoning Appeals to \$50 per case; and

WHEREAS, said resolution failed to state an effective date for the increase; and

NOW THEREFORE BE IT RESOLVED, to amend Resolution #20-0098 to include the effective date of January 1, 2020.

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

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

Resolution adopted this 21st day of January 2020.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

/tao

cc: Auditor (Matt Nolan)
Building & Zoning (file)
Chief Building Official (Jerry Spurling)
Chief Zoning Inspector (Michelle Tegtmeier)
Bruce McGary

Resolution

Number 20-0114

Adopted Date January 21, 2020

SET PUBLIC HEARING TO CONSIDER AMENDMENT TO THE WARREN COUNTY
COMPREHENSIVE PLAN TO INCLUDE THE EASTERN TURTLECREEK AREA PLAN

BE IT RESOLVED, to set the public hearing to consider an amendment to the Warren County Comprehensive Plan to include the Eastern Turtlecreek Area Plan; said public hearing to be held March 3, 2020, at 9:30 a.m. in the Commissioners' Meeting Room, 406 Justice Drive, Lebanon, Ohio 45036; and


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

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

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

Resolution adopted this 21st day of January 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/tao

cc: RPC
RZC (file)
Public Hearing file
Bruce McGary
Turtlecreek Township Trustees

Resolution

Number 20-0115

Adopted Date January 21, 2020

AUTHORIZE THE DEMOLITION OF A WARREN COUNTY TRANSIT VAN

WHEREAS, a Warren County Transit Van (2014 CHA Bus, Vin #IFDEE3FL7EDA65949) was involved in a traffic accident; and

WHEREAS, the insurance company declared it Beyond Economical Repair which deems the vehicle a total financial loss; and

WHEREAS, the vehicle was in the County Auction twice with no one expressing interest; and

WHEREAS, ODOT has given the County the authorization to have the vehicle towed and demolished; and

NOW THEREFORE BE IT RESOLVED, to dispose of said vehicle (2014 CHA Bus, Vin #IFDEE3FL7EDA65949) by demolition by Phipps Auto Parts, 10429 Cozaddale-Murdock Rd., Goshen, Ohio 45122 and authorize transfer of title to said scrap yard.

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

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

Resolution adopted this 21st day of January 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/vsp

cc: Transit (file)
B. Quillen – Auditor's Office
T. Osborne

Resolution

Number 20-0116

Adopted Date January 21, 2020

AMEND RESOLUTION #19-1599, ADOPTED NOVEMBER 26, 2019, AUTHORIZING THE TRANSFER OF SURPLUS RADIO EQUIPMENT FROM WARREN COUNTY TELECOMMUNICATIONS TO VARIOUS PUBLIC AGENCIES

WHEREAS, Resolution #19-1599, adopted November 26, 2019, authorized the transfer of surplus radio equipment from Warren County Telecommunications various agencies; and

WHEREAS, the serial numbers for two pieces of equipment were listed incorrectly; and

NOW THEREFORE BE IT RESOLVED, to amend Resolution #19-1599, to reflect the correct serial numbers as listed below:

- Serial Number 775CPD0797 Model: XTL1500 Franklin Twp Road
(previously – 775CPD0798)
- Serial Number 775CPD0736 Model: XTL1500 Franklin Twp Road
(previously – 775CJF0122)

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

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

Resolution adopted this 21st day of January 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Telecom (file)
Transfer file
B. Quillen – Auditor's Office

Resolution

Number 20-0117

Adopted Date January 21, 2020

ENTER INTO AGREEMENT WITH CENTURY LINK ON BEHALF OF WARREN COUNTY TELECOMMUNICATIONS

WHEREAS, Warren County entered into an agreement with Century Link for Internet Service Bandwidth and BGP Upgrade per Resolution 19-1068 dated August 20, 2019 on behalf of Warren County Telecommunications; and

NOW THEREFORE BE IT RESOLVED, to enter into agreement with Century Link on behalf of Warren County Telecommunication for the attached Service Order, copy of said agreement attached hereto and made a part hereof.

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

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

Resolution adopted this 21st day of January 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a – Century Link
Telecom (file)



Customer Information and Contract Specifications

Customer Name: County of Warren
 Account Number: 3-A78520

Currency: USD
 Monthly Recurring Charges (MRC): \$1,228.60
 Non Recurring Charges (NRC): 0

Service Order

Service Address	Description	Order Type	Term (Months)	Qty	Unit MRC	Unit NRC	Total MRC	Total NRC	
500 JUSTICE DR LEBANON OHIO 45036 2379 UNITED STATES	Dedicated Internet Access	Renewal Change	60	1					
	Access - On Net			1	\$208.60	\$0.00	\$208.60	\$0.00	
	- Bandwidth = 10 GgE								
	- Access Sub Bandwidth=1000 Mbps								
	IP Logical			1	\$1,020.00	\$0.00	\$1,020.00	\$0.00	
	- Billing Method=Flat Rate								
	- Peak Data Rate in Mbps=1000								
	- Committed Data Rate in Mbps=1000								
	IP Port			1	\$0.00	\$0.00	\$0.00	\$0.00	
	Subtotal						\$1,228.60	\$0.00	
	Totals						\$1,228.60	\$0.00	

Terms and Conditions Governing This Order

1. This confidential Order may not be disclosed to third parties and is non-binding until accepted by CenturyLink, as set forth in section 4. Customer places this Order by signing (including electronically or digitally) or otherwise acknowledging (in a manner acceptable to CenturyLink) this document and returning it to CenturyLink. Pricing is valid for 90 calendar days from the date indicated unless otherwise specified.
2. Prior to installation, CenturyLink may notify Customer in writing (including by e-mail) of price increases due to off-net vendors. Customer has 2 business days following notice to terminate this Order without liability; or otherwise, Customer is deemed to accept the increase.
3. Unless otherwise agreed by the Parties in writing the demarcation point for on-net services will be CenturyLink's Minimum Point of Entry (MPOE) at such location (as determined by CenturyLink). Off-net demarcation points will be the off-net vendor's MPOE. If this Order identifies aspects of services that are procured by Customer directly from third parties, CenturyLink is not liable for such services.
4. The Service identified in this Order is subject to the CenturyLink Master Service Agreement(s) and applicable Service Schedule(s) between CenturyLink Communications, LLC and Customer (or its affiliate if expressly provided for under such affiliate Master Service Agreement). If Customer has not executed a CenturyLink Master Services Agreement with CenturyLink Communications, LLC but has executed a services agreement for applicable services with an affiliate of

CenturyLink ("Affiliate Agreement"), then the terms of the most recent Affiliate Agreement will apply to the Service (to the extent not inconsistent with this Order); in such cases, the current standard Service Schedule applicable to the Services will apply. If CenturyLink and Customer have not executed a CenturyLink Master Service Agreement and/or applicable Service Schedule(s) governing the Service and have not executed an Affiliate Agreement, CenturyLink's current standard Master Service Agreement/Service Schedule(s) will govern, a copy of which are available upon request. The CenturyLink invoicing entity is the entity providing Services.

Notwithstanding anything in any Affiliate Agreement to the contrary, CenturyLink will notify Customer of acceptance of requested Service in this Order by delivering (in writing or electronically) the date by which CenturyLink will install Service (the "Customer Commit Date"), by delivering the Service, or by the manner described in a Service Schedule. CenturyLink will deliver a written or electronic notice that the Service is installed (a "Connection Notice"), at which time billing will commence. At the expiration of the Service Term, Service will continue month-to-month, and rates are subject to change upon 30 days' notice from CenturyLink. If the Affiliate Agreement governs and does not include early termination charges and if Customer cancels or terminates Service for any reason other than CenturyLink's uncured default or if CenturyLink terminates due to Customer's uncured default, then Customer will pay CenturyLink's standard early termination liability charges as identified in CenturyLink's ancillary charge summary, a copy of which is available upon request. "Affiliate Agreement" for CenturyLink Communications, LLC or any companies that were affiliates of CenturyLink Communications, LLC before the merger between CenturyLink and Level 3 Communications ("Merger") means only an applicable Interexchange Carrier (IXC) network agreement, e.g. CenturyLink Total Advantage Agreement, CenturyLink Total Advantage Express Agreement, or CenturyLink Wholesale Services Agreement, for non-government customers (each, a CenturyLink Affiliate Agreement). Affiliate Agreement also includes an Agreement between Customer and any entity that was an affiliate of Level 3 Communications before the Merger.

5. Neither party will be liable for any damages for lost profits, lost revenues, loss of goodwill, loss of anticipated savings, loss of data or cost of purchasing replacement service, or any indirect, incidental, special, consequential, exemplary or punitive damages arising out of the performance or failure to perform under this Order. Customer's sole remedies for any nonperformance, outages, failures to deliver or defects in Service are contained in the service levels applicable to the affected Service.

6. All transport services ordered from CenturyLink will be treated as interstate for regulatory purposes. Customer may certify transport service as being intrastate (for regulatory purposes only) in a format as required by CenturyLink, but only where the transport services are sold on a stand-alone basis, the end points for the service are located in the same state and neither end point is a CenturyLink provided IP port ("Intrastate Services"). Where Customer requests that services be designated as Intrastate Services, Customer certifies to CenturyLink that not more than 10% of Customer's traffic utilizing the Intrastate Services will be originated or terminated outside of the state in which the Intrastate Services are provided. Such election will apply prospectively only and will apply to all Intrastate Services stated in this Order.

7. Charges for certain Services are subject to (a) a monthly property tax surcharge and (b) a monthly cost recovery fee per month to reimburse CenturyLink for various governmental taxes and surcharges. Such charges are subject to change by CenturyLink and will be applied regardless of whether Customer has delivered a valid tax exemption certificate. For additional details on taxes and surcharges that are assessed, visit www.centurylink.com/taxes.

8. Customer will pay CenturyLink's standard: (a) expedite charges (added to the NRC) if Customer requests a delivery date inside CenturyLink's standard interval duration (available upon request or at <https://MyLevel3.net>) and (b) ancillary charges for additional activities, features or options as set forth in CenturyLink's ancillary charge summary, a copy of which is available upon request. If CenturyLink cannot complete installation due to Customer delay or inaction, CenturyLink may begin charging Customer and Customer will pay such charges.

9. Equipment provided by CenturyLink to be located in Customer's premises ("CPE") is subject to the terms of the Customer Premise Equipment Addendum, a copy of which is available upon request. For colocation, data center and/or hosting services, pre-arranged escorted access may be required at certain locations, and cross connect services are



subject to whether facilities are available at the particular location to complete the connection.

10. For Level 3 Internet Services provided in certain countries in the Asia-Pacific region where CenturyLink does not currently hold a license to provide such Services, Customer consents to CenturyLink providing Service by procuring services of third-party carriers as Customer's agent, and Customer appoints CenturyLink as its agent to the extent necessary to obtain such Service. CenturyLink's affiliate is licensed in Hong Kong, Japan, Singapore and Australia.

Additional Order Terms

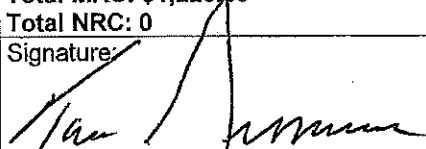
Invoices

Single prices shown above for bundled Services, or for Services provided at multiple locations, will be allocated among the individual services for the purpose of applying Taxes and regulatory fees and also may be divided on the Customer's invoice by location served.

Activation Support


If requested by Customer, and for an additional charge assistance with activating and/or configuring equipment on Customer's side of the Demarcation Point may be provided ("Activation Support").

Signature Block

Customer: County of Warren
Total MRC: \$1,228.60 Total NRC: 0
Signature: 
Name: Tom Grossmann
Title: Vice President
Date: 1/21/2020

Customer and the individual signing above represent that such individual has the authority to bind Customer to this Agreement.

Document Generation Date: 01-06-2020

APPROVED AS TO FORM

Adam M. Nice
Asst. Prosecuting Attorney

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

Resolution

Number 19-1022

Adopted Date August 06, 2019

APPOINT AN EVALUATION COMMITTEE RELATIVE TO THE PROCUREMENT REQUEST FOR INTERNET SERVICE BANDWIDTH & BGP UPGRADE FOR WARREN COUNTY

WHEREAS, it is the desire of this Board to establish a review committee to review the request for proposal submittals received prior to selection by this Board; and

NOW THEREFORE BE IT RESOLVED, to appoint the following members to the evaluation committee associated with the Internet Service Bandwidth & BGP upgrade for Warren County:

- Paul Kindell, Warren County Director of Telecommunications
- Dustin Flint, Warren County Infrastructure Systems Manager
- Daniel Bunning, Warren County Infrastructure Systems Analyst
- Ben Clift, Warren County Director of Information Technology
- Aaron Crane, Warren County Information Technology Support

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

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

Resolution adopted this 6th day of August 2019.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: OMB Bid file
Telecom (file)

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

Resolution

Number 19-1464

Adopted Date November 05, 2019

ENTER INTO AGREEMENT WITH CENTURYLINK COMMUNICATIONS, LLC ON
BEHALF OF WARREN COUNTY TELECOMMUNICATIONS

BE IT RESOLVED, to enter into an agreement with CenturyLink Communications, LLC for Internet Service Bandwidth and BGP Upgrade per Resolution 19-1068 dated August 20, 2019 on behalf of Warren County Telecommunications, copy of said agreement attached hereto and made a part hereof.

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

Mr. Grossmann – absent

Mrs. Jones – yea

Mr. Young – yea

Resolution adopted this 5th day of November 2019.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: c/a—CenturyLink Communications, LLC
Telecom (file)

Resolution

Number 20-0118

Adopted Date January 21, 2020

APPROVE ANNUAL EQUITABLE SHARING AGREEMENT AND CERTIFICATION
REPORT WITH THE US DEPARTMENT OF JUSTICE FOR THE WARREN COUNTY
SHERIFF'S OFFICE

BE IT RESOLVED, to approve and authorize the Board of Commissioners to execute the Equitable Sharing Agreement and Certification Report with the US Department of Justice for participation in the Federal Equitable Sharing Program for the Warren County Sheriff's Office; said Equitable Sharing Agreement and Certification Report attached hereto and made a part hereof.

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

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

Resolution adopted this 21st day of January 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a – US Department of Justice
Auditor
Sheriff (file)



Equitable Sharing Agreement and Certification



NCIC/ORI/Tracking Number: OH0830000
Agency Name: Warren County Sheriff's Office
Mailing Address: 822 Memorial Drive
Lebanon, OH 45036

Type: Sheriff's Office

Agency Finance Contact

Name: Dickerson, Lisa
Phone: 5136952327 **Email:** lisa.dickerson@wcsooh.org

Jurisdiction Finance Contact

Name: Nolan, Matt
Phone: 5136951101 **Email:** Matthew.Nolan@co.warren.oh.us

ESAC Preparer

Name: Dickerson, Lisa
Phone: 5136952327 **Email:** lisa.dickerson@wcsooh.org

FY End Date: 12/31/2019

Agency FY 2020 Budget: \$19,269,100.00

Annual Certification Report

Summary of Equitable Sharing Activity		Justice Funds ¹	Treasury Funds ²
1	Beginning Equitable Sharing Fund Balance	\$131,432.63	\$0.00
2	Equitable Sharing Funds Received	\$0.00	\$1,125.11
3	Equitable Sharing Funds Received from Other Law Enforcement Agencies and Task Force	\$0.00	\$0.00
4	Other Income	\$0.00	\$0.00
5	Interest Income	\$0.00	\$0.00
6	Total Equitable Sharing Funds Received (total of lines 1-5)	\$131,432.63	\$1,125.11
7	Equitable Sharing Funds Spent (total of lines a - n)	\$37,655.82	\$0.00
8	Ending Equitable Sharing Funds Balance (difference between line 7 and line 6)	\$93,776.81	\$1,125.11

¹Department of Justice Asset Forfeiture Program participants are: FBI, DEA, ATF, USPIS, USDA, DCIS, DSS, and FDA

²Department of the Treasury Asset Forfeiture Program participants are: IRS, ICE, CBP and USSS.

Summary of Shared Funds Spent		Justice Funds	Treasury Funds
a	Law Enforcement Operations and Investigations	\$0.00	\$0.00
b	Training and Education	\$0.00	\$0.00
c	Law Enforcement, Public Safety, and Detention Facilities	\$37,429.51	\$0.00
d	Law Enforcement Equipment	\$226.31	\$0.00
e	Joint Law Enforcement/Public Safety Equipment and Operations	\$0.00	\$0.00
f	Contracts for Services	\$0.00	\$0.00
g	Law Enforcement Travel and Per Diem	\$0.00	\$0.00
h	Law Enforcement Awards and Memorials	\$0.00	\$0.00
i	Drug, Gang, and Other Education or Awareness Programs	\$0.00	\$0.00
j	Matching Grants	\$0.00	\$0.00
k	Transfers to Other Participating Law Enforcement Agencies	\$0.00	\$0.00
l	Support of Community-Based Programs	\$0.00	\$0.00
m	Non-Categorized Expenditures	\$0.00	\$0.00
n	Salaries	\$0.00	\$0.00
	Total	\$37,655.82	\$0.00

Equitable Sharing Funds Received From Other Agencies

Transferring Agency Name	Justice Funds	Treasury Funds

Other Income

Other Income Type	Justice Funds	Treasury Funds

Matching Grants

Matching Grant Name	Justice Funds	Treasury Funds

Transfers to Other Participating Law Enforcement Agencies

Receiving Agency Name	Justice Funds	Treasury Funds

Support of Community-Based Programs

Recipient	Justice Funds	

Non-Categorized Expenditures

Description	Justice Funds	Treasury Funds

Salaries

Salary Type	Justice Funds	Treasury Funds

Paperwork Reduction Act Notice

Under the Paperwork Reduction Act, a person is not required to respond to a collection of information unless it displays a valid OMB control number. We try to create accurate and easily understood forms that impose the least possible burden on you to complete. The estimated average time to complete this form is 30 minutes. If you have comments regarding the accuracy of this estimate, or suggestions for making this form simpler, please write to the Asset Forfeiture and Money Laundering Section at 1400 New York Avenue, N.W., Washington, DC 20005.

Privacy Act Notice

The Department of Justice is collecting this information for the purpose of reviewing your equitable sharing expenditures. Providing this information is voluntary; however, the information is necessary for your agency to maintain Program compliance. Information collected is covered by Department of Justice System of Records Notice, 71 Fed. Reg. 29170 (May 19, 2006), JMD-022 Department of Justice Consolidated Asset Tracking System (CATS). This information may be disclosed to contractors when necessary to accomplish an agency function, to law enforcement when there is a violation or potential violation of law, or in accordance with other published routine uses. For a complete list of routine uses, see the System of Records Notice as amended by subsequent publications.

Single Audit Information**Independent Auditor**

Name: Crisp, Loren S

Company: Auditor of State of Ohio

Phone: 614-466-4514

Email: lscrisp@ohauditor.gov

Were equitable sharing expenditures included on your jurisdiction's prior fiscal year's Schedule of Expenditures of Federal Awards (SEFA)?

YES NO

Prior year Single Audit Number Assigned by Harvester Database: 806499

Affidavit

Under penalty of perjury, the undersigned officials certify that they have read and understand their obligations under the *Guide to Equitable Sharing for State, Local, and Tribal Law Enforcement Agencies (Guide)* and all subsequent updates, this Equitable Sharing Agreement, and the applicable sections of the Code of Federal Regulations. The undersigned officials certify that the information submitted on the Equitable Sharing Agreement and Certification form (ESAC) is an accurate accounting of funds received and spent by the Agency.

The undersigned certify that the Agency is in compliance with the applicable nondiscrimination requirements of the following laws and their Department of Justice implementing regulations: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*), Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 *et seq.*), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), and the Age Discrimination Act of 1975 (42 U.S.C. § 6101 *et seq.*), which prohibit discrimination on the basis of race, color, national origin, disability, or age in any federally assisted program or activity, or on the basis of sex in any federally assisted education program or activity. The Agency agrees that it will comply with all federal statutes and regulations permitting federal investigators access to records and any other sources of information as may be necessary to determine compliance with civil rights and other applicable statutes and regulations.

Equitable Sharing Agreement

This Federal Equitable Sharing Agreement, entered into among (1) the Federal Government, (2) the Agency, and (3) the Agency's governing body, sets forth the requirements for participation in the federal Equitable Sharing Program and the restrictions upon the use of federally forfeited funds, property, and any interest earned thereon, which are equitably shared with participating law enforcement agencies. By submitting this form, the Agency agrees that it will be bound by the *Guide* and all subsequent updates, this Equitable Sharing Agreement, and the applicable sections of the Code of Federal Regulations. Submission of the ESAC is a prerequisite to receiving any funds or property through the Equitable Sharing Program.

1. Submission. The ESAC must be signed and electronically submitted within 60 days of the end of the Agency's fiscal year. Electronic submission constitutes submission to the Department of Justice and the Department of the Treasury.

2. Signatories. The ESAC must be signed by the head of the Agency and the head of the governing body. Examples of Agency heads include police chief, sheriff, director, commissioner, superintendent, administrator, county attorney, district attorney, prosecuting attorney, state attorney, commonwealth attorney, and attorney general. The governing body head is the head of the agency that appropriates funding to the Agency. Examples of governing body heads include city manager, mayor, city council chairperson, county executive, county council chairperson, administrator, commissioner, and governor. The governing body head cannot be an official or employee of the Agency and must be from a separate entity.

3. Uses. Shared assets must be used for law enforcement purposes in accordance with the *Guide* and all subsequent updates, this Equitable Sharing Agreement, and the applicable sections of the Code of Federal Regulations.

4. Transfers. Before the Agency transfers funds to other state or local law enforcement agencies, it must obtain written approval from the Department of Justice or Department of the Treasury. Transfers of tangible property are not permitted. Agencies that transfer or receive equitable sharing funds must perform sub-recipient monitoring in accordance with the Code of Federal Regulations.

5. Internal Controls. The Agency agrees to account separately for federal equitable sharing funds received from the Department of Justice and the Department of the Treasury, funds from state and local forfeitures, joint law enforcement operations funds, and any other sources must not be commingled with federal equitable sharing funds.

The Agency certifies that equitable sharing funds are maintained by the entity that maintains the Agency's appropriated or general funds and agrees that the funds will be subject to the standard accounting requirements and practices employed by the Agency's jurisdiction in accordance with the requirements set forth in the *Guide*, any subsequent updates, and the Code of Federal Regulations, including the requirement to maintain relevant documents and records for five years.

The misuse or misapplication of equitably shared funds or assets or supplantation of existing resources with shared funds or assets is prohibited. The Agency must follow its jurisdiction's procurement policies when expending equitably shared funds. Failure to comply with any provision of the *Guide*, any subsequent updates, and the Code of Federal Regulations may subject the Agency to sanctions.

6. Single Audit Report and Other Reviews. Audits shall be conducted as provided by the Single Audit Act Amendments of 1996 and OMB Uniform Administrative Requirements, Costs Principles, and Audit Requirements for Federal Awards. The Agency must report its equitable sharing expenditures on the Schedule of Expenditures of Federal Awards (SEFA) under Catalog of Federal Domestic Assistance number 16.922 for Department of Justice and 21.016 for Department of the Treasury. The Department of Justice and the Department of the Treasury reserve the right to conduct audits or reviews.

7. **Freedom of Information Act (FOIA).** Information provided in this Document is subject to the FOIA requirements of the Department of Justice and the Department of the Treasury. Agencies must follow local release of information policies.

8. **Waste, Fraud, or Abuse.** An Agency or governing body is required to immediately notify the Money Laundering and Asset Recovery Section of the Department of Justice and the Executive Office for Asset Forfeiture of the Department of the Treasury of any allegations or theft, fraud, waste, or abuse involving federal equitable sharing funds.

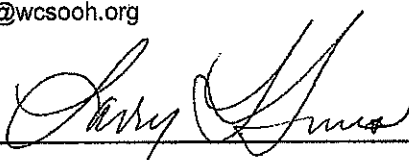
Civil Rights Cases

During the past fiscal year: (1) has any court or administrative agency issued any finding, judgment, or determination that the Agency discriminated against any person or group in violation of any of the federal civil rights statutes listed above; or (2) has the Agency entered into any settlement agreement with respect to any complaint filed with a court or administrative agency alleging that the Agency discriminated against any person or group in violation of any of the federal civil rights statutes listed above?

Yes No

Agency Head

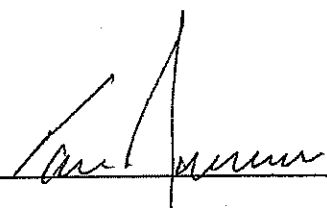
Name: Sims, Larry L.
Title: Sheriff
Email: larry.sims@wcsooh.org

Signature:  Date: 1-6-2020

To the best of my knowledge and belief, the information provided on this ESAC is true and accurate and has been reviewed and authorized by the Law Enforcement Agency Head whose name appears above. Entry of the Agency Head name above indicates his/her agreement to abide by the Guide, any subsequent updates, and the Code of Federal Regulations, including ensuring permissibility of expenditures and following all required procurement policies and procedures.

Governing Body Head

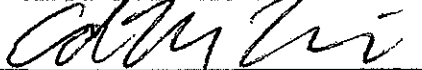
Name:
Title:
Email:

Signature:  Date: 1-21-2020

To the best of my knowledge and belief, the Agency's current fiscal year budget reported on this ESAC is true and accurate and the Governing Body Head whose name appears above certifies that the agency's budget has not been supplanted as a result of receiving equitable sharing funds. Entry of the Governing Body Head name above indicates his/her agreement to abide by the policies and procedures set forth in the Guide, any subsequent updates, and the Code of Federal Regulations.

I certify that I have obtained approval from and I am authorized to submit this form on behalf of the Agency Head and the Governing Body Head.

APPROVED AS TO FORM



Adam M. Nice
Asst. Prosecuting Attorney

Resolution

Number 20-0119

Adopted Date January 21, 2020

APPROVE THE FIRST AMENDMENTS TO TWO COOPERATIVE AGREEMENTS BETWEEN WARREN COUNTY, OHIO (THE "COUNTY") AND THE WARREN COUNTY PORT AUTHORITY (THE "AUTHORITY") RELATED TO THE AUTHORITY'S ISSUANCE OF ITS SERIES 2019A & 2019B SPECIAL OBLIGATION REVENUE BONDS THROUGH THE OHIO COMMUNITIES ACCELERATOR FUND

WHEREAS, the Office of Warren County, Ohio, Treasurer (the "County Treasurer") purchased the entire principal amount of the Authority's (i) \$1,925,000 Special Obligation Revenue Bonds (Ohio Communities Accelerator Fund), Series 2019A (Series 2019A Warren County Special Assessment and Non-Tax Revenues Project); and (ii) \$1,825,000 Special Obligation Revenue Bonds (Ohio Communities Accelerator Fund), Series 2019B (Series 2019B Warren County Special Assessment and Non-Tax Revenues Project) (collectively, the "Bonds"), and remains the sole holder of the Bonds; and

WHEREAS, the Authority and the County have agreed to clarify the Authority's retention of excess interest earnings on the Bonds, which clarification requires certain amendments to two Cooperative Agreements, each between the Authority and the County related to the issuance of the Bonds and each dated as of May 1, 2019 (collectively, the "Cooperative Agreements"); and

WHEREAS, pursuant to the terms of the Indenture (as defined in the Cooperative Agreements), The Huntington National Bank, as Trustee, and the County Treasurer have each been notified of and consent to the changes contemplated in the First Amendments attached hereto and made a part hereof as Exhibit A and Exhibit B (collectively, the "First Amendments"); and

NOW THEREFORE BE IT RESOLVED, to approve the First Amendments.

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

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

Resolution adopted this 21st day of January 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—Warren County Port Authority
Auditor (certified)
Economic Development (file)

Port Authority (file)
Bond file

FIRST AMENDMENT TO COOPERATIVE AGREEMENT

This First Amendment to Cooperative Agreement (the "First Amendment") is entered into as of December 1, 2019 between the WARREN COUNTY PORT AUTHORITY, a port authority and political subdivision of the State of Ohio and WARREN COUNTY, OHIO, a political subdivision of the State (the "County"), in order to amend the Cooperative Agreement dated as of May 1, 2019 (the "Cooperative Agreement"), between the Authority and the County.

WHEREAS, the Authority and the County entered into the Cooperative Agreement relating to the Authority's issuance of its \$1,825,000 Special Obligation Revenue Bonds (Ohio Communities Accelerator Fund), Series 2019B (Series 2019B Warren County Special Assessment and Non-Tax Revenues Project) (the "Bonds"), to assist the County in refunding an outstanding portion of the County's approximately (i) \$1,525,000 Road Improvement Special Assessment Bonds, Series 2002, dated on or about October 1, 2002; (ii) \$2,635,000 Various Purpose Special Assessment Bonds, Series 2003, dated on or about September 1, 2003; and (iii) \$560,000 Various Purpose Special Assessment Bonds, Series 2007, dated on or about October 11, 2007; and

WHEREAS, the Office of Warren County, Ohio, Treasurer (the "County Treasurer") purchased the entire principal amount of the Bonds and remains the sole holder of the Bonds; and

WHEREAS, the Authority and the County have agreed to clarify the Authority's retention of excess interest earnings on the Bonds, which clarification requires certain amendments to the Cooperative Agreement, as set forth herein below; and

WHEREAS, pursuant to the terms of the Indenture, The Huntington National Bank (the "Trustee") and the County Treasurer have each been notified of and consent to the changes contemplated herein.

NOW, THEREFORE, in consideration of the above premises and of the mutual covenants hereinafter contained and for other good and valuable consideration, the parties hereto agree as follows:

1. **Amendment to Article IV, Financing Payments.** Effective December 1, 2019, Article IV of the Cooperative Agreement is amended to include a Section 4.3, which shall read as follows:

"Section 4.3 Retention of Interest; Payment of Excess Interest Earnings. If the amount of interest earnings in the Series 2019B PRF Account, following the annual transfer of such interest earnings to the Series 2019B Interest Subaccount as required in Section 5.04(k) of the Indenture, is less than the amount identified in the table set forth below for such year, then the Authority shall pay to the Trustee, and the Trustee shall deposit in the Series 2019B Interest Subaccount, the amount necessary to cause the total amount deposited in the Series 2019B Interest Subaccount from all sources to equal the amount identified in the table set forth below for such year. Any excess interest earnings in the Series 2019B PRF Account shall be applied in accordance with the Indenture.

Period Ending	Series 2019B PRF Account
12/01/2019	\$2,525.60
12/01/2020	4,836.26
12/01/2021	4,836.26
12/01/2022	4,836.26
12/01/2023	4,836.26
12/01/2024	4,836.26
12/01/2025	4,836.26
12/01/2026	4,836.26

2. **Consent of Parties.** Pursuant to the provisions of the Indenture, the Trustee and the County Treasurer hereby consent to the execution and delivery of this First Amendment.

3. **Waiver.** Each of the undersigned Authority, County, County Treasurer, and Trustee do hereby acknowledge and agree that it has received satisfactory notice with respect to this First Amendment and waives any rights or objections it may have with respect to such notice.

4. **No Other Modifications.** The Cooperative Agreement is otherwise not modified and remains in full force and effect.

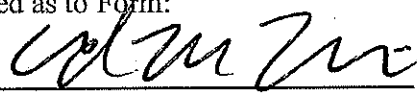
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IN WITNESS WHEREOF, the parties hereto have executed this First Amendment as of the day and date first above written.

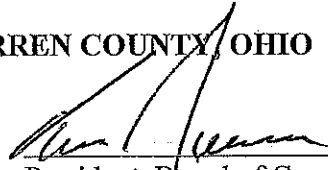
WARREN COUNTY PORT AUTHORITY

By: 
Title: Executive Director

Approved as to Form:

By: 
Warren County Prosecuting Attorney

WARREN COUNTY, OHIO

By: 
Title: President, Board of Commissioners
Vice

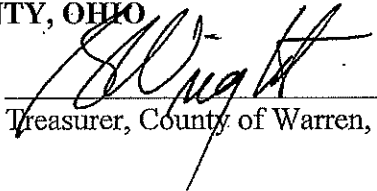
**THE HUNTINGTON NATIONAL BANK,
as Trustee**

By: _____
Title: Vice President

IN WITNESS WHEREOF, the County Treasurer, as the sole holder of the Bonds, hereby consents to the terms of this First Amendment as of the day and date first above written.

COUNTY TREASURER OF WARREN
COUNTY, OHIO

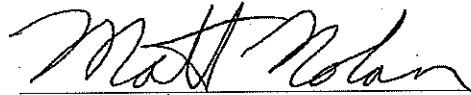
By:



Title: Treasurer, County of Warren, Ohio

COUNTY FISCAL OFFICER'S CERTIFICATE

The undersigned, fiscal officer of the County, hereby certifies that the moneys required to meet the obligations of the County during the year 2019 under the foregoing First Amendment have been lawfully appropriated by the Board of County Commissioners of Warren County, Ohio for such purposes and are in the treasury of the County or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Sections 5705.40 and 5705.44 of the Ohio Revised Code.

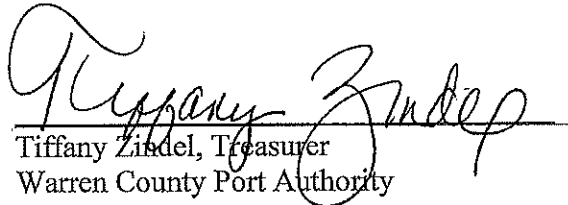


Matt Nolan, County Auditor
Warren County, Ohio

Dated: December 1, 2019

**WARREN COUNTY PORT AUTHORITY
FISCAL OFFICER'S CERTIFICATE**

The undersigned, fiscal officer of the Warren County Port Authority, hereby certifies that the moneys required to meet the obligations of the Authority during the year 2019 under the foregoing First Amendment have been lawfully appropriated by the Board of Directors of the Authority for such purposes and are in the treasury of the Authority or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Sections 5705.40 and 5705.44 of the Ohio Revised Code.


Tiffany Zindel, Treasurer
Warren County Port Authority

Dated: December 1, 2019

FIRST AMENDMENT TO COOPERATIVE AGREEMENT

This First Amendment to Cooperative Agreement (the "First Amendment") is entered into as of December 1, 2019 between the WARREN COUNTY PORT AUTHORITY, a port authority and political subdivision of the State of Ohio and WARREN COUNTY, OHIO, a political subdivision of the State (the "County"), in order to amend the Cooperative Agreement dated as of May 1, 2019 (the "Cooperative Agreement"), between the Authority and the County.

WHEREAS, the Authority and the County entered into the Cooperative Agreement relating to the Authority's issuance of its \$1,925,000 Special Obligation Revenue Bonds (Ohio Communities Accelerator Fund), Series 2019A (Series 2019A Warren County Special Assessment and Non-Tax Revenues Project) (the "Bonds"), to assist the County in refunding an outstanding portion of the County's approximately \$2,755,000 Various Purpose Special Assessment Bonds, Series 2008, dated on or about September 4, 2008; and

WHEREAS, the Office of Warren County, Ohio, Treasurer (the "County Treasurer") purchased the entire principal amount of the Bonds and remains the sole holder of the Bonds; and

WHEREAS, the Authority and the County have agreed to clarify the Authority's retention of excess interest earnings on the Bonds, which clarification requires certain amendments to the Cooperative Agreement, as set forth herein below; and

WHEREAS, pursuant to the terms of the Indenture, The Huntington National Bank (the "Trustee") and the County Treasurer have each been notified of and consent to the changes contemplated herein.

NOW, THEREFORE, in consideration of the above premises and of the mutual covenants hereinafter contained and for other good and valuable consideration, the parties hereto agree as follows:

1. **Amendment to Article IV, Financing Payments.** Effective December 1, 2019, Article IV of the Cooperative Agreement is amended to include a Section 4.3, which shall read as follows:

"Section 4.3 **Retention of Interest; Payment of Excess Interest Earnings.** If the amount of interest earnings in the Series 2019A PRF Account, following the annual transfer of such interest earnings to the Series 2019A Interest Subaccount as required in Section 5.04(k) of the Indenture, is less than the amount identified in the table set forth below for such year, then the Authority shall pay to the Trustee, and the Trustee shall deposit in the Series 2019A Interest Subaccount, the amount necessary to cause the total amount deposited in the Series 2019A Interest Subaccount from all sources to equal the amount identified in the table set forth below for such year. Any excess interest earnings in the Series 2019A PRF Account shall be applied in accordance with the Indenture.

Period Ending	Series 2019A PRF Account
--------------------------	-------------------------------------

12/01/2019	\$2,774.57
12/01/2020	5,313.00
12/01/2021	5,313.00
12/01/2022	5,313.00
12/01/2023	5,313.00
12/01/2024	5,313.00
12/01/2025	5,313.00
12/01/2026	5,313.00
12/01/2027	5,313.00

”

2. **Consent of Parties.** Pursuant to the provisions of the Indenture, the Trustee and the County Treasurer hereby consent to the execution and delivery of this First Amendment.

3. **Waiver.** Each of the undersigned Authority, County, County Treasurer, and Trustee do hereby acknowledge and agree that it has received satisfactory notice with respect to this First Amendment and waives any rights or objections it may have with respect to such notice.

4. **No Other Modifications.** The Cooperative Agreement is otherwise not modified and remains in full force and effect.

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IN WITNESS WHEREOF, the parties hereto have executed this First Amendment as of the day and date first above written.

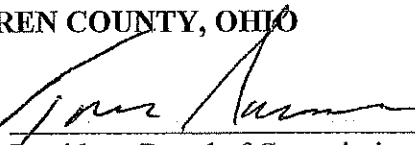
WARREN COUNTY PORT AUTHORITY

By: 
Title: Executive Director

Approved as to Form:

By: 
Warren County Prosecuting Attorney

WARREN COUNTY, OHIO

By: 
Title: President, Board of Commissioners
vice

**THE HUNTINGTON NATIONAL BANK,
as Trustee**

By: _____
Title: Vice President

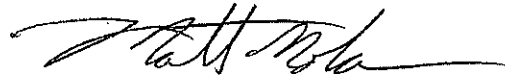
IN WITNESS WHEREOF, the County Treasurer, as the sole holder of the Bonds, hereby consents to the terms of this First Amendment as of the day and date first above written.

COUNTY TREASURER OF WARREN
COUNTY, OHIO

By: 
Title: Treasurer, County of Warren, Ohio

COUNTY FISCAL OFFICER'S CERTIFICATE

The undersigned, fiscal officer of the County, hereby certifies that the moneys required to meet the obligations of the County during the year 2019 under the foregoing First Amendment have been lawfully appropriated by the Board of County Commissioners of Warren County, Ohio for such purposes and are in the treasury of the County or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Sections 5705.40 and 5705.44 of the Ohio Revised Code.



Matt Nolan, County Auditor
Warren County, Ohio

Dated: December 1, 2019

**WARREN COUNTY PORT AUTHORITY
FISCAL OFFICER'S CERTIFICATE**

The undersigned, fiscal officer of the Warren County Port Authority, hereby certifies that the moneys required to meet the obligations of the Authority during the year 2019 under the foregoing First Amendment have been lawfully appropriated by the Board of Directors of the Authority for such purposes and are in the treasury of the Authority or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Sections 5705.40 and 5705.44 of the Ohio Revised Code.



Tiffany Zindel, Treasurer
Warren County Port Authority

Dated: December 1, 2019

Resolution

Number 20-0120

Adopted Date January 21, 2020

APPROVE AND AUTHORIZE THE COUNTY ADMINISTRATOR TO SIGN A GRANT AGREEMENT BY AND BETWEEN THE OHIO DEPARTMENT OF TRANSPORTATION OFFICE OF AVIATION AND THE WARREN COUNTY BOARD OF COMMISSIONERS RELATIVE TO THE WARREN COUNTY JOHN LANE FIELD AIRPORT

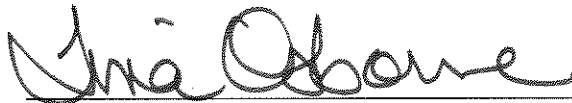
BE IT RESOLVED, to approve and authorize the County Administrator to sign a FY2020 grant agreement with the Ohio Department of Transportation Office of Aviation relative to providing 50% of the local match on the PAPI Runway Light Replacement Project; as attached hereto and made a part hereof.

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

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

Resolution adopted this 21st day of January 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

tz/

cc: Airport Authority (file)
c/a—ODOT
T Zindel
Al Wolfson

GRANT CONTRACT

under

The Fiscal Year 2020 Ohio Airport Matching Grant Program

between the

**WARREN COUNTY AIRPORT AUTHORITY
& WARREN COUNTY COMMISSIONERS**

and

The Ohio Department of Transportation
Office of Aviation

ODOT Project Number
M20-01

FAA Project Number
3-39-0045-020-2019

OHIO DEPARTMENT OF TRANSPORTATION

Office of Aviation

Ohio Airport Maintenance Grant Contract

ODOT Project. No. M20-01

In consideration of the mutual covenants, promises, representations, and warranties set forth herein, the State of Ohio, Department of Transportation and the

**WARREN COUNTY AIRPORT AUTHORITY & WARREN COUNTY
COMMISSIONERS**

agree as follows:

ARTICLE I: DEFINITIONS

1.1 The following words and terms as used herein shall have the following meanings unless the context or use indicates a different meaning:

Administrator: the Administrator of ODOT's Office of Aviation

Airport: an airport which is eligible to receive federal funds under the AIP, but which does not receive FAA Air Carrier Enplanement Funds or FAA Cargo Funds.

AIP: the Federal Aviation Administration program that provides federal funds to public agencies for planning and development of airports.

Code: the Ohio Revised Code.

Contract: this Contract, which is identified as ODOT Project No. M20-01

Criteria: the Ohio Airport Grant Program Criteria for the current Fiscal Year

Drug-Free Workplace Program: Requirements for drug-free workplace.

FAA: the Federal Aviation Administration.

FAA Air Carrier Enplanement Funds: AIP funds granted to an airport owner in an amount based on the number of enplanements on certificated route air carriers.

FAA Cargo Funds: Federal funds received from the FAA by an Airport that has had 100 million pounds landed weight of all cargo aircraft annually.

FAA Final Audit: the project audit required by the FAA.

Federal Share: the federal share of the Total Project Cost as specified in Section 2.2 of the Contract.

Final Application: the final application of the Grantee provided in Chapter II, Application Procedure of the Criteria.

Grant Funds: program funds.

Grantee: The WARREN COUNTY AIRPORT AUTHORITY & WARREN COUNTY COMMISSIONERS

Land Ownership Reimbursement Allowance: an amount of funds based upon the appraised value of Airport-owned property and which has been credited by the FAA to the Grantee toward the Local Share.

Local Share: the local share of the Total Project Cost as specified in Section 2.2 of the Contract.

ODOT: the Ohio Department of Transportation.

Program: a grant program funded by the Ohio Airport Grant Program.

Project: the project funded by the Contract which is identified as ODOT Project No. M20-01

Standard Assurances: the assurances referred to in the Ohio Airport Grant Program Application Procedure. The application Procedure and its appendices are available at <http://www.dot.state.oh.us/Divisions/Operations/Aviation/Pages/OhioAirportGrantProgram.aspx>.

State: the State of Ohio.

State Share: the state share of the Total Project Cost as specified in Section 2.3 of the Contract.

Total Project Cost: the total project cost as specified in Section 2.2 of the Contract.

ARTICLE II

SECTION 1: PURPOSE

- 1.1 The purpose of this Contract is to provide financial assistance from ODOT to the Grantee in accordance with the Criteria.
- 1.2 The Grant Funds obtained through this Contract shall be used to provide a portion of the Total Project Cost for the project after Land Ownership Reimbursement Allowances, if any, are expended. The Grantee shall apply all Grant Funds provided under this Contract to the total project cost incurred in the performance of the PROJECT described below.

SECTION 2: SCOPE OF PROJECT AND FUNDING

Scope of Project: NAV-AID: Replace PAPI's RWY's 1 & 19 at Warren County/John Lane Field

- 2.1 The Grantee shall apply all Grant Funds provided under this Contract to the total project cost incurred in the performance of the PROJECT.

- 2.2 The Project costs are as follows:

Total Project Cost: \$140,604.00

Total Local Share: \$7,030.00

Total Federal Share: \$126,544.00

Total State Share: \$7,030.00

- 2.3 ODOT agrees to provide Grant Funds to the Grantee for the project in the amount of **\$7,030.00**

The total cost for the project is **\$140,604.00**. ODOT shall provide to the Grantee 5.00 percent of the eligible costs, **up to a maximum of \$7,030.00 in State funds**. This maximum amount reflects the funding limit for the project set by the applicable Program Manager. Unless otherwise provided, funds through ODOT shall be applied only to the eligible costs associated with the project funded by FAA Grant Number 3-39-0045-020-2019.

- 2.4 Legislative or administrative action may reduce Program funds available to ODOT for administration of this Contract. In the event such action occurs at any time before ODOT has made final payment under this Contract, ODOT shall be relieved of its obligation to pay the amount specified in this Section and shall be required to pay only such amount as it may determine.

- 2.5 This Contract is subject to prior certification by the Director of the Office of Budget and Management that there is a balance in the funds appropriated sufficient to meet the state's

obligations under this contract, and that said balance is not already obligated to pay existing obligations. Payment of grant funds is subject to an appropriation and certification in accordance with requirements of ORC Section 126.07.

2.6 Non-Appropriation and OBM Certification: Performance by ODOT under this Contract (or Addendum) is dependent upon the appropriation of funds by the Ohio General Assembly. Therefore, in accordance with Section 126.07 of the Ohio Revised Code, it is understood that ODOT's funds are contingent on the availability of such lawful appropriations by the Ohio General Assembly. If the Ohio General Assembly fails at any time to continue funding for the payments due hereunder, this Agreement is hereby terminated as of the date that the funding expires without further obligation of ODOT.

2.7 ODOT reserves the right to make partial payments on any Grant Contract when necessary to conform to appropriation levels and cash availability.

2.8 Upon completion of the project and after ODOT's completion of the project inspection, Grantee shall submit to ODOT a Request for Payment Voucher Form. ODOT will then initiate requisition for payment of the State Share specified in Section 2.3 of this Contract provided that expenditures made by the Grantee are:

- 2.8.1 Made in conformance with the Application, the Criteria and this Contract;
- 2.8.2 Necessary in order to accomplish the project;
- 2.8.3 Reasonable in amount for the goods and services purchased;
- 2.8.4 Actual net costs to the Grantee after any refunds, rebates, or other items of value received by the Grantee have been subtracted; and
- 2.8.5 Incurred for work performed after the execution of this Contract by ODOT, unless specific written authorization to the contrary has been received by the Grantee from ODOT.

2.9 The Grantee hereby restates, confirms and incorporates by reference the Standard Assurances and all other statements, representations, covenants and agreements contained in the Grantee's Application for Grant Funds issued pursuant to the Criteria. The Grantee hereby represents and warrants that the amount set forth in paragraph 2.3 of this Contract as the Total Project Cost is the Total Project Cost. The Grantee shall fully comply with all federal, state and local laws, rules, executive orders, and other legal requirements as they apply to airports and to the performance of this Contract.

2.10 The ODOT Request for Payment Form shall be submitted to the Office of Aviation by the Grantee with documentation specifying the project cost, the State Share and the Local Share. Payment will be made on the basis of invoices received by the grantee for work done. Grantee shall submit all other information to the Office of Aviation as requested by ODOT or its agents.

2.11 The Grantee shall return any overpayment of Grant Funds to ODOT not later than forty-five (45) days after notification by ODOT which reveals such overpayment.

2.12 If, for any reason, the Grantee is requested to refund all or a portion of the Grant Funds, any such refund shall be immediately initiated by the Grantee upon receipt by the Grantee of said request from ODOT.

2.13 The Grantee agrees that ODOT shall, for the purpose of audit and examination, be permitted to inspect all work, materials, payrolls, and other data and records pertaining to the project, and to audit the books, records, and accounts maintained with regard to the project.

2.14 The Grantee shall permit ODOT or any of its agents to inspect all project facilities and equipment.

2.15 If any of the project facilities or equipment are not used for the purpose of aviation, whether resulting from planned withdrawal, casualty loss, termination of the Grantee's airport operations or any other event, or if the public is not afforded use of the Grantee's airport for which Grant Funds have been provided as fully and equally as all other parties in accordance with Section 4561.11 of the Code, for a period of 20 years, the Grantee shall immediately notify the Administrator and shall promptly remit to ODOT the full amount of the Grant.

2.16 The Grantee shall purchase and/or maintain such insurance or self-insurance on all project facilities and equipment throughout the life of the Project in an amount and form as will be adequate, in ODOT's judgment, to protect the State interest therein and include coverage for theft, loss and liability.

ARTICLE 3: GENERAL PROVISIONS

3.1 The Grantee and all project contractors shall fully comply with all federal, state and local laws, rules, ordinances, executive orders, and other legal requirements bearing on the performance of the contract, including but not limited to, the laws referenced in these provisions of the contract and the other contract documents. If the contract documents are at variance therewith in any respect, any necessary changes shall be incorporated by appropriate modification.

3.2 In no event shall the Grantee or any of its employees, agents, contractors or subcontractors be considered agents or employees of ODOT, the State or the FAA. The Grantee agrees that none of its employees, agents, contractors or subcontractors will hold themselves out as, or claim to be, agents, officers or employees of ODOT, the State or FAA, and will not, by reason of any relationship with ODOT, make any claim, demand or application to or for any right or privilege applicable to an agent, officer or employee of the State or the FAA, including, but not limited to, rights and privileges concerning workers' compensation benefits, social security coverage or retirement membership or credit.

- 3.3 No state agency and no political subdivision shall award a contract for goods, services, or construction, paid for in whole or in part with state funds, to a person whom a finding for recovery has been issued by the Auditor of State, if the finding for recovery is unresolved as defined by the Attorney General.
- 3.4 Neglect or failure by Grantee to comply with any of the terms, conditions, or provisions of this Agreement, including misrepresentation of fact, shall be an event of default, unless such failure or misrepresentation 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 Grantee's control. The Grantee, however, shall remedy as soon as possible each cause preventing its compliance with this Agreement.
- 3.5 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 Grantee shall have thirty (30) days from the date of such notification to remedy the default or, if the remedy will take in excess of thirty (30) days to complete, the Grantee shall have thirty (30) days to satisfactorily commence a remedy of the causes preventing its compliance and curing the default situation. Expiration of the thirty days and failure by the Grantee 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 Grantee, or immediate termination of this Agreement by ODOT.
- 3.6 The Grantee, upon receipt of notice of termination, shall cease work on the terminated activities under this Agreement, terminate all subcontracts relating to such terminated activities, take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report, as of the date of receipt of notice of termination describing the status of all work under this Agreement, including without limitation, results accomplished, conclusions resulting there from, and such other matters as the State may require.
- 3.7 In the event of termination under this Section, Grantee shall be entitled to compensation, upon submission of a proper invoice, for the work performed prior to receipt of notice of termination, less any funds previously paid by or on behalf of ODOT. ODOT shall not be liable for any further claims, and the claims submitted by the Grantee shall not exceed the total amount of consideration stated in this Agreement. In the event of termination, any payments made by ODOT for which services have not been rendered by the Grantee shall be returned to ODOT.
- 3.8 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 Grantee 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.

- 3.9 The Grantee shall avail itself of all legal and equitable remedies under any third party contract which relates to the project and shall notify the Office of Aviation of any current or prospective litigation pertaining to any such third party contract. ODOT may require the Grantee to pay a proportionate share, based on the ratio of the Grant Fund paid to the Grantee pursuant to this Contract to the Total Project Cost, of the proceeds of any third party recovery related to the project.
- 3.10 The Grantee shall immediately notify ODOT of any change in conditions or of local law or of any other event which may significantly affect its ability to perform the project in accordance with the provisions of this Contract. ODOT hereby reserves the right to terminate the project and cancel this Contract if ODOT determines that the continuation of the project would not justify the expenditure of Grant Funds or there is pending litigation, which in the opinion of ODOT, may jeopardize the Grant Funds or the project.
- 3.11 If any term, provision or condition contained in this Contract is breached by either the Grantee or ODOT and thereafter such breach is waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.
- 3.12 This Contract and any claims arising out of this Contract shall be governed by the laws of the State of Ohio. Any provision of this Contract prohibited by the law of Ohio shall be deemed void and of no effect. Any litigation arising out of or relating in any way to this Contract or the performance thereunder shall be brought only in the courts of Ohio; and the Grantee 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 Contract thereunder, such an action shall be brought only in a court of competent jurisdiction in Franklin County, Ohio.
- 3.13 If any provision of this Contract is held to be invalid or unenforceable by a court of competent jurisdiction, such holding shall not affect the validity or enforceability of the remainder of this Contract. All provisions of this Contract shall be deemed severable.
- 3.14 The Grantee shall not assign or subtract, in whole or part, or otherwise dispose of the Contract without the prior written consent of ODOT and such written consent shall not release the Grantee from any obligations of this Contract.
- 3.15 The section captions in this Contract are for the convenience of reference only and in no way define, limit or describe the scope or intent of this Contract or any part hereof and shall not be considered in any construction hereof.
- 3.16 EQUAL EMPLOYMENT OPPORTUNITY/NON-DISCRIMINATION
- 3.16.1 In carrying out this Contract, Grantee will 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), disability, genetic information, age (40 years or older), or military status (past, present, or future). Such action shall include, but not be limited to, the following: Employment, Upgrading, Demotion, or Transfer; Recruitment or Recruitment Advertising; Layoff or Termination; Rates of Pay or other forms of Compensation; and Selection for Training including Apprenticeship.

3.16.2 Grantee 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 will receive consideration for employment without regard to race, religion, color, sex (including pregnancy, gender identification and sexual orientation), national origin (ancestry), disability, genetic information, age (40 years or older), or military status (past, present, or future). Grantee shall incorporate this nondiscrimination requirement within all of its contracts for any of the work on the projects (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.

3.16.3 Grantee agrees to fully comply with Title VI of the Civil Rights Act of 1964, 42 USC Sec. 2000. Grantee shall not discriminate on the basis of race, color, national origin, sex (including pregnancy, gender identification and sexual orientation), age, disability, low-income status, or limited English proficiency in its programs or activities. The Director of Transportation may monitor the Grantees's compliance with Title VI.

3.16.4 Compliance with Regulations: The Grantee (hereinafter includes consultants and contractors) will comply with the Acts and Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Government, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

3.16.5 Nondiscrimination: The Grantee, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (ancestry), sex (including pregnancy, gender identification and sexual orientation), age (40 years or older), disability, low-income status, or limited English proficiency in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Grantee will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations as set forth in Appendix E, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

3.16.6 Solicitations for Subcontractors, including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Grantee of the Grantee's obligations under this contract and the Acts and the Regulations relative to nondiscrimination on the grounds of race, color, national origin (ancestry), sex (including pregnancy, gender identification and sexual orientation), age (40 years or older), disability, low-income status, or limited English proficiency.

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

3.16.8 Sanctions for Noncompliance: In the event of a Grantee's noncompliance with the Nondiscrimination provisions of this contract, ODOT will impose such contract sanctions as it or FHWA may determine to be appropriate, including, but not limited to:

- a. withholding payments to the Grantee under the contract until the Grantee complies; and/or,
- b. cancelling, terminating, or suspending a contract, in whole or in part.

3.16.9 Incorporation of Provisions: The Grantee will include the provisions of paragraphs one through nine in every contract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Grantee will take action with respect to any subcontract or procurement as ODOT or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Grantee becomes involved in, or is threatened with litigation by a contractor, subcontractor, or supplier because of such direction, the Grantee may request ODOT to enter into any litigation to protect the interests of ODOT. In addition, the Grantee may request the United States to enter into the litigation to protect the interests of the United States.

3.16.10 During the performance of this contract, the Grantee, for itself, its assignees, and successors in interest (hereinafter referred to as the "Grantee," which includes consultants) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-Aid programs and projects)
- Federal-Aid Highway Act of 1973 (23 U.S.C. § 324 et seq.) (prohibits discrimination on the basis of sex)
- Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et seq.), as amended (prohibits discrimination on the basis of disability) and 49 CFR Part 27

- The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 et seq.) (prohibits discrimination on the basis of age)
- Airport and Airway Improvement Act of 1982 (49 U.S.C. § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex)
- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage, and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of Federal-Aid recipients, sub-recipients, and contractors, whether such programs or activities are Federally funded or not)
- Titles II and III of the Americans with Disabilities Act (42 U.S.C. §§ 12131-12189), as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38 (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities)
- The Federal Aviation Administration’s Non-Discrimination Statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex)
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations)
- Executive Order 13166, Improving Access to Services for People with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100)
- Title VIII of the Civil Rights Act of 1968 (Fair Housing Act), as amended (prohibits discrimination in the sale, rental, and financing of dwellings on the basis of race, color, religion, sex, national origin, disability, or familial status (presence of child under the age of 18 and pregnant women)
- Title IX of the Education Amendments Act of 1972, as amended (20 U.S.C. 1681 et seq.) (prohibits discrimination on the basis of sex in education programs or activities)
- In hiring of employees for the performance of the work under this contract or any subcontract, no contractor or subcontractor shall, by reason of race, color, religion, sex, age, handicap, national origin or ancestry, discriminate against any citizen of this state in the employment of a person qualified and available to perform the work to which this Contract relates.
- Uniformed Services Employment and Reemployment Rights Act (USERRA) (38 U.S.C. 4301-4333) (prohibits discrimination on the basis of present, past or future military service)
- Genetic Information Nondiscrimination Act (GINA) (42 U.S.C. 2000 ff.)

3.17 DRUG-FREE WORKPLACE

Contractor agrees to comply with all applicable state and federal laws regarding drug-free workplace. Contractor shall make a good faith effort to ensure that all Contractor employees, while working on state property, will not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way.

3.18 ETHICS REQUIRMENTS

Contractor agrees that they are currently in compliance and will continue to adhere to the requirements of Ohio Ethics law as provided by Section 102.03 and 102.04 of the Ohio Revised Code.

3.19 OHIO ELECTION LAW

Contractor affirms that, as applicable to it, no party listed in Division (I) or (J) of Section 3517.13 of the Revised Code or spouse of such party has made, as an individual, within the two previous calendar years, one or more contributions totaling in excess of \$1,000.00 to the Governor or to his campaign committees.

3.20 FINDINGS FOR RECOVERY

Grantee affirmatively represents to the State that it is not subject to a finding for recovery under R.C. 9.24, or that it has taken the appropriate remedial steps required under R.C. 9.24 or otherwise qualifies under that section. Grantee agrees that if this representation is deemed to be false, the contract shall be void ab initio as between the parties to this contract, and any funds paid by the State hereunder shall be immediately repaid to the State, or an action for recovery may be immediately commenced by the State for recovery of said funds.

3.21 OFFER AND EFFECTIVE DATE

When transmitted by ODOT to the Grantee, this document shall constitute an offer which shall expire if it is not accepted, executed and returned to ODOT by the Grantee within fifteen (15) working days of such transmittal, unless an extension is granted by the Office of Aviation at the request of the Grantee. This Contract shall become effective on the date signed by the Director of ODOT, and the obligations of the parties hereunder shall then begin.

3.22 REPRESENTATIONS AND WARRANTIES MADE BY GRANTEE

The Grantee hereby restates, confirms and incorporates by reference the Standard Assurances and all other statements, representations, covenants and agreements contained in the Grantee's Application for Grant Funds issued pursuant to the Criteria. The Grantee hereby represents and warrants that the amount set forth in Article II, Section 2.2 is the Total Project Cost.

3.23. EXECUTION

3.23.1 The Grantee hereby represents that it is one of the following, with full power and authority to enter into this Contract: A regional airport authority established under Chapter 308 of the Code; a port authority established under Chapter 4582 of the Code; the State; a municipality; a county; or a township on an island.

3.23.2 This Contract may be executed in any number of counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument.

3.23.3 Any party hereto may deliver a copy of its counterpart signature page to this Contract via fax or email. Each party hereto shall be entitled to rely upon a facsimile signature of any other party delivered in such a manner as if such signature were an original.

(the remainder of this page is left blank intentionally)

FOR THE STATE OF OHIO, DEPARTMENT OF TRANSPORTATION:

The Director of the Ohio Department of Transportation has duly executed this Contract this

_____ day of _____, 20_____.

By: _____
Director of the Ohio Department of Transportation

FOR THE GRANTEE:

Executed this 21st day of January, 2020.

By: _____
Title: County Administrator

Executed this _____ day of _____, 20_____.

By: _____

Title: _____

CERTIFICATE OF GRANTEE'S ATTORNEY:

I, Bruce A McGary, acting as attorney for the Grantee, do hereby certify that I have examined this Contract and the proceedings taken by the Grantee related thereto, and find that the acceptance of ODOT's offer by the Grantee has been duly authorized by the Grantee's action dated _____, (a certified copy of which is attached hereto) and that the execution of this Contract is in all respects due and proper and in accordance with applicable federal, state and local law, and further that, in my opinion, said Contract constitutes a legal and binding obligation of the Grantee in accordance with the terms thereof. If the project is to be performed on property owned in fee simple by the Grantee, I certify that there are no legal impediments that will prevent full performance of the Contract by the Grantee. I further certify that, to the best of my knowledge, there is no litigation, pending or threatened, which might affect the performance of the project in accordance with the terms of this Contract.

Dated this 21st day of January, 2020.

By: _____
Title: Assistant Prosecutor

Resolution

Number 20-0121

Adopted Date January 21, 2020

APPROVE AMENDMENT #1 TO THE AGREEMENT BETWEEN WARREN COUNTY BOARD OF COMMISSIONERS AND ENVIRONMENTAL EDUCATORS RELATIVE TO THE WARREN COUNTY SOLID WASTE MANAGEMENT DISTRICT EDUCATIONAL PROGRAM AND AUTHORIZE THE PRESIDENT AND/OR VICE PRESIDENT OF THIS BOARD TO SIGN DOCUMENTS RELATIVE THERETO

WHEREAS, Warren County has entered into an agreement with Environmental Educators, Inc., 10 Cherry Street, Springboro, OH 45066 via Resolution # 19-1567 for educational services; and

WHEREAS, the County desires to amend Section X of said agreement; and

NOW THEREFORE BE IT RESOLVED, to approve Amendment #1 to the contract with Environmental Educators, Inc for educational services and authorize the President and/or Vice President of this Board to sign documents relative thereto, as attached hereto and made a part hereof.

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

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

Resolution adopted this 21st day of January 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/sm

cc: c/a—Environmental Educators
Solid Waste (file)

**AMENDMENT #1
TO CONTRACT BETWEEN ENVIRONMENTAL EDUCATORS INC AND THE WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS**

Amendment to the contract dated November 19, 2019, Resolution #19-1567 for Professional Educational Services Relevant to the Warren County Solid Waste District Recycling and Waste Reduction Program

By and between the County:

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

And the Contractor:

Environmental Educators, Inc.
10 Cherry Street
Springboro, OH 45066

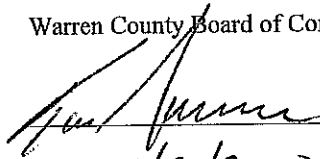
Amend **Section X. Relationship of Parties** to include the following:

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

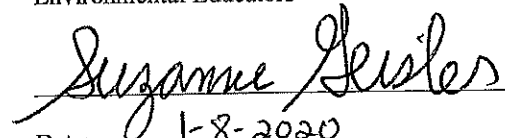
Consultant shall also complete OPERS form PEDACKN [Independent Consultant Acknowledgment] attached hereto as Schedules 3 and return it with this Agreement to the District's Director. By execution of said OPERS form, Consultant acknowledges that the District has informed Consultant that the District has classified her as an independent Consultant and not a public employee for the services to be performed, and that no contributions to OPERS will be made on its behalf for such services. In the event Consultant timely requests a determination by OPERS, or OPERS, sua sponte, determines that Consultant is a public employee and subject to the mandates of the Ohio Public Employment Retirement System, the District may elect to terminate this Agreement and whereupon the terms and obligation herein shall be null and void.

This Amendment agreed to by:

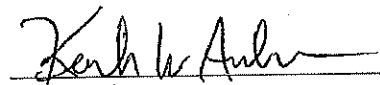
Warren County Board of Commissioners


Date: 1/21/2020

Environmental Educators


Date: 1-8-2020

Approved as to form:


Keith Anderson
Assistant County Prosecutor

Resolution

Number 20-0122

Adopted Date January 21, 2020

APPROVE AMENDMENT #1 TO THE AGREEMENT BETWEEN WARREN COUNTY BOARD OF COMMISSIONERS AND ENVIRONMENTAL EDUCATORS RELATIVE TO THE WARREN COUNTY WATER AND SEWER DEPARTMENT'S SOURCE WATER PROTECTION PROGRAM AND AUTHORIZE THE PRESIDENT AND/OR VICE PRESIDENT OF THIS BOARD TO SIGN DOCUMENTS RELATIVE THERETO

WHEREAS, Warren County has entered into an agreement with Environmental Educators, Inc., 10 Cherry Street, Springboro, OH 45066 via Resolution # 20-0027 for educational services relative to source water protection; and

WHEREAS, the County desires to amend Section X of said agreement; and

NOW THEREFORE BE IT RESOLVED, to approve Amendment #1 to the contract with Environmental Educators, Inc for educational services and authorize the President and/or Vice President of this Board to sign documents relative thereto, as attached hereto and made a part hereof.

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

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

Resolution adopted this 21st day of January 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/sm

cc: c/a—Environmental Educators
Solid Waste (file)
Water Dept (file)

**AMENDMENT #1
TO CONTRACT BETWEEN ENVIRONMENTAL EDUCATORS INC AND THE WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS**

Amendment to the contract dated January 7, 2020, Resolution #20-0027 for Professional Educational Services Relevant to the Warren County Water and Sewer Department's Source Water Protection Program

By and between the County:

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

And the Contractor:

Environmental Educators, Inc.
10 Cherry Street
Springboro, OH 45066

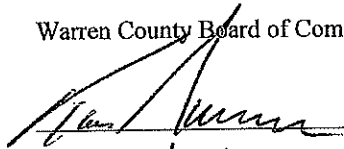
Amend **Section X. Relationship of Parties** to include the following:

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

Consultant shall also complete OPERS form PEDACKN [Independent Consultant Acknowledgment] attached hereto as Schedules 3 and return it with this Agreement to the District's Director. By execution of said OPERS form, Consultant acknowledges that the District has informed Consultant that the District has classified her as an independent Consultant and not a public employee for the services to be performed, and that no contributions to OPERS will be made on its behalf for such services. In the event Consultant timely requests a determination by OPERS, or OPERS, sua sponte, determines that Consultant is a public employee and subject to the mandates of the Ohio Public Employment Retirement System, the District may elect to terminate this Agreement and whereupon the terms and obligation herein shall be null and void.

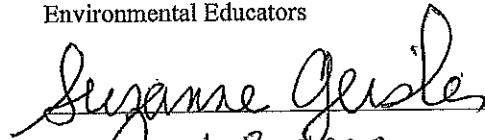
This Amendment agreed to by:

Warren County Board of Commissioners



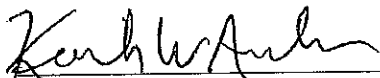
Date: 1/21/2020

Environmental Educators



Date: 1-8-2020

Approved as to form:



Keith Anderson
Assistant County Prosecutor

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

Resolution

Number 20-0123

Adopted Date January 21, 2020

AMEND THE PROVIDER OF CAREER SERVICES AGREEMENT WITH BUTLER COUNTY COMMISSIONERS AS LEAD AGENCY AS THE WIOA PROVIDER OF CAREER SERVICES FOR THE AREA 12 WORKFORCE DEVELOPMENT BOARD

WHEREAS, Resolution Number 17-1663 approved and entered into a Service Agreement with the Butler County Commissioners beginning October 24, 2017 as the lead agency for OhioMeansJobs Butler, Clermont Warren for the Workforce Innovation and Opportunity Act (WIOA) Provider of Career Services for the Area 12 Workforce Development Board (WIBBCW); and

NOW THEREFORE BE IT RESOLVED, that the Board of Warren County Commissioners approve Amendment 2 of the WIOA Provider of Career Services; copy of agreement attached hereto and made a part hereof

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

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

Resolution adopted this 21st day of January 2020.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

ap/

cc: c/a – Butler County Commissioners
Area 12 WIB (file)

Amendment #2:

Workforce Investment Board | Butler • Clermont • Warren
WIOA Provider of Career Services Contract

The approved and entered into service agreement with the Butler County Commissioners, as the lead agency for OhioMeansJobs Butler, Clermont, Warren, beginning October 24, 2017, and subsequently amended, for the Workforce Innovation and Opportunity Act (WIOA) Provider of Career Services with the Area 12 Workforce Development Board (WIBBCW) through the Board of Warren County Commissioners who has been designated as the Administrative Entity and Fiscal Agent, is hereby modified by the Amendment #2.

All parties agree to the modified/amended terms as follows:

1. TERM

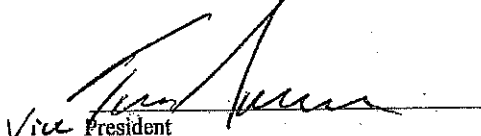
The Contract shall be extended from July 1, 2019 to remain in effect until June 30, 2020 inclusive, unless otherwise terminated by a formal amendment.


2. SCOPE OF SERVICE

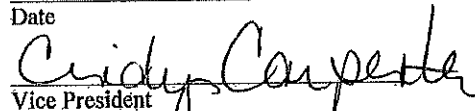
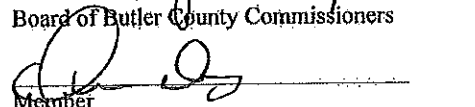
WIOA Adult and Dislocated Worker dollars payable for the extended term this Contract shall not exceed the total state allocated funds as stated in Attachment 1 for the grant years PY19 and FY20; plus, the carryover, (unspent) PY18 and FY19 grant year funds as of June 30, 2019; plus the maximum amount of Trade and Economic Transition National Dislocated Worker Grant Opioid Grant 2 and Grant 3 dollars payable.

Except as modified and changed by the Amendment Number 2 and Amendment Number 1, the WIOA Provider of Career Services Contract Agreement beginning October 24, 2017 by and between the Board of Warren County Commissioners on behalf of the WIBBCW and the Butler County Commissioners, shall remain as written in full force and effect.

In witness, whereof, the parties hereunto set their hands,

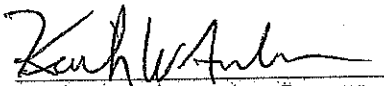

Vice President
Board of Warren County Commissioners
1/21/2020
Date


President
Board of Butler County Commissioners
1-13-20
Date


Vice President
Board of Butler County Commissioners

Member
Board of Butler County Commissioners


Approved as to Form:

PROSECUTING ATTORNEY
WARREN COUNTY, OHIO


By: Keith Anderson, Asst. Prosecutor

Approved as to Form:

PROSECUTING ATTORNEY
BUTLER COUNTY, OHIO


By: Dan Ferguson, Asst. Prosecutor

Resolution

Number 20-0124

Adopted Date January 21, 2020

AMEND THE PROVIDER OF OPERATOR SERVICES AGREEMENT WITH BUTLER COUNTY COMMISSIONERS AS LEAD AGENCY AS THE WIOA PROVIDER OF OPERATOR SERVICES FOR THE AREA 12 WORKFORCE DEVELOPMENT BOARD

WHEREAS, Resolution Number 17-1663 approved and entered into a Service Agreement with the Butler County Commissioners beginning October 24, 2017 as the lead agency for OhioMeansJobs Butler, Clermont Warren for the Workforce Innovation and Opportunity Act (WIOA) Provider of Operator Services for the Area 12 Workforce Development Board (WIBBCW); and

NOW THEREFORE BE IT RESOLVED, that the Board of Warren County Commissioners approve Amendment 2 of the WIOA Provider of Operator Services, as attached hereto and made a part hereof.

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

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

Resolution adopted this 21st day of January 2020.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

ap/

cc: c/a – Butler County Commissioners
Area 12 WIB (file)

Amendment 2:

Workforce Investment Board | Butler • Clermont • Warren
WIOA Provider of Operator Services Contract

The approved and entered into service agreement with the Butler County Commissioners beginning October 24, 2017 as the lead agency for OhioMeansJobs Butler Clermont Warren for the Workforce Innovation and Opportunity Act (WIOA) Provider of Operator Services with the Area 12 Workforce Development Board (WIBBCW) through the Board of Warren County Commissioners who has been designated as the Administrative Entity and Fiscal Agent, is hereby modified by the Amendment #2.

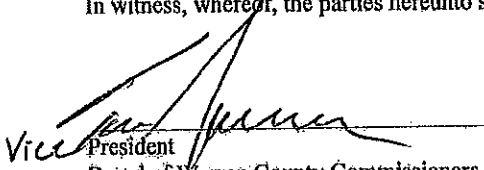
All parties agree to the modified/amended terms as follows:

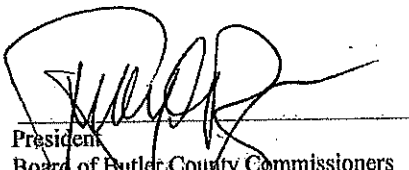
1. **TERM AND SCOPE OF SERVICE**

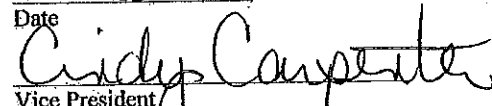
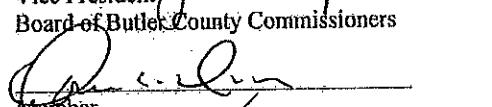
The Contract shall be extended from July 1, 2019 to remain in effect until June 30, 2020 inclusive, unless otherwise terminated by a formal amendment. The maximum amount payable for the extended term of this Contract shall not exceed 5% of the total state allocated funds as stated in Attachment 1 for the grant years PY19 and FY20; plus, the carryover, (unspent) PY18 and FY19 grant year funds as of June 30, 2019.

Except as modified and changed by the Amendment Number 2 and the Amendment Number 1, the WIOA Provider of Operator Services Contract Agreement beginning October 24, 2017 by and between the Board of Warren County Commissioners on behalf of the WIBBCW and the Butler County Commissioners, shall remain as written in full force and effect.

In witness, whereof, the parties hereunto set their hands.


Vice President
Board of Warren County Commissioners
1/21/2020
Date


President
Board of Butler County Commissioners
1-13-20
Date


Vice President
Board of Butler County Commissioners

Member
Board of Butler County Commissioners

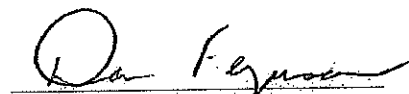
Approved as to Form:

PROSECUTING ATTORNEY
WARREN COUNTY, OHIO


By: Keith Anderson, Asst. Prosecutor

Approved as to Form:

PROSECUTING ATTORNEY
BUTLER COUNTY, OHIO


By: Dan Ferguson, Asst. Prosecutor

Resolution

Number 20-0125

Adopted Date January 21, 2020

DECLARE VARIOUS ITEMS WITHIN BOARD OF ELECTIONS, COMMUNITY CORRECTIONS, COMMON PLEAS COURT- GENERAL, CHILD SUPPORT, COMMON PLEAS COURT- DOMESTIC RELATIONS, JUVENILE, AND PARK DISTRICT AS SURPLUS AND AUTHORIZE THE DISPOSAL OF SAID ITEMS

BE IT RESOLVED, to authorize disposal of various items from Board of Elections, Community Corrections, Common Pleas Court- General, Child Support, Common Pleas Court- Domestic Relations, Juvenile, and Park District in accordance with the Ohio Revised Code; list of said items attached hereto and made a part hereof.

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

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

Resolution adopted this 21st day of January 2020.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

/sr

cc: 2020 Auction file
Facilities Management (file)
Brenda Quillen, Auditor's Office

Warren County Facilities Management

430 South East Street
513-695-1463

GovDeals

BOE19019

Michael D. Shadoan
Director

GovDeals Item Inspection Form

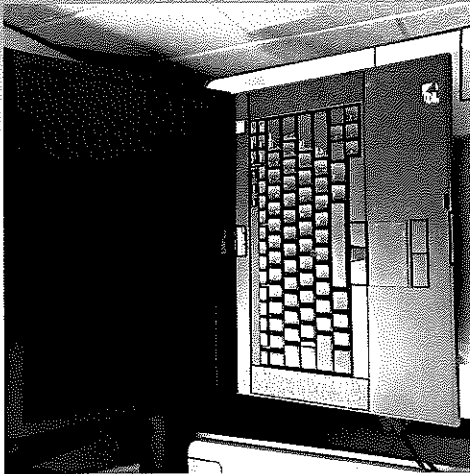
Board of Elections

Date:

Dec 19, 2019

019

Laptops



Select Item Type

Lot of Multiple Items

Qty	Brand	Model	Working Condition Y/N	Description
2			Y	Two laptops without harddrives

Additional Comments

(Click above to add additional picture)

(Click above to add additional picture)

(Click above to add additional picture)

Name: Evan Stone

Title: Warehouse Manager

Phone Number 513-695-2085

Location of Item: BOE Warehouse

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).
Check your listing for accuracy, click the button below to submit by email. *Note: This is the only way auction items will be accepted.*

Warren County Facilities Management

430 South East Street
513-695-1463

GovDeals # BOE19020

Michael D. Shadoan
Director

GovDeals Item Inspection Form

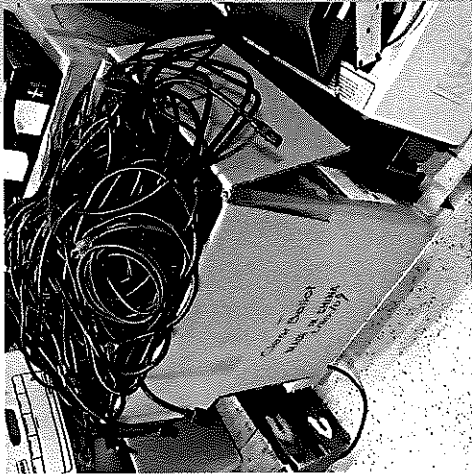
Board of Elections

Date:

Dec 19, 2019

020

Power Cords



Select Item Type

Single Item

Category

Computers, Parts and Supplies

Brand

Model #

Serial #

Date Removed From Service

Did Item Work When Removed?

Yes

No

Unknown

Additional Comments

Box of computer and printer power cords.

(Click above to add additional picture)

(Click above to add additional picture)

(Click above to add additional picture)

Name: Evan Stone

Title: Warehouse Manager

Phone Number 513-695-2085

Location of Item: BOE Warehouse

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).
Check your listing for accuracy, click the button below to submit by email. *Note: This is the only way auction items will be accepted.*

Warren County Facilities Management

GovDeals #

BOE19 021

430 South East Street
513-695-1463

Michael D. Shadoan
Director

GovDeals Item Inspection Form

Board of Elections

Date:

Dec 19, 2019

021

Computer Monitors and Tower



Select Item Type

Lot of Multiple Items

Qty	Brand	Model	Working Condition Y/N	Description
4	Dell		Y	Computer Monitor
1	Dell		Unsure	Computer Tower

Additional Comments

(Click above to add additional picture)

(Click above to add additional picture)

(Click above to add additional picture)

Name: Evan Stone

Title: Warehouse Manager

Phone Number 513-695-2085

Location of Item: BOE Warehouse

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).
Check your listing for accuracy, click the button below to submit by email. *Note: This is the only way auction items will be accepted.*

Warren County Facilities Management

GovDeals #

CCS19022

430 South East Street
513-695-1463

Michael D. Shadoan
Director

GovDeals Item Inspection Form

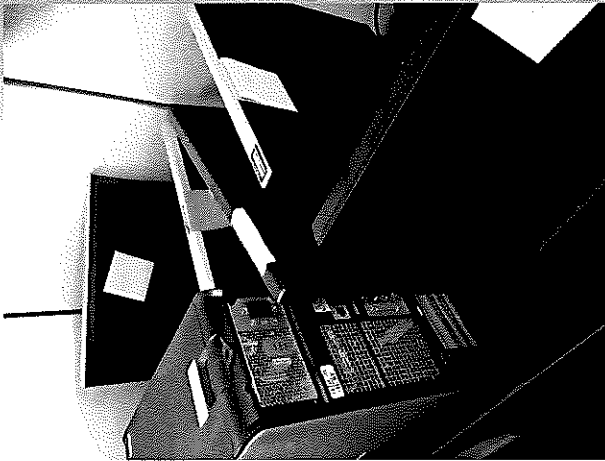
Community Corrections

Date:

Dec 19, 2019

022

Office Equipment - Lot of scanners, printers, CPU, monitors



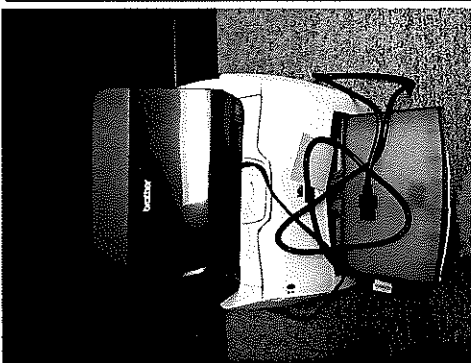
Select Item Type

Lot of Multiple Items

Qty	Brand	Model	Working Condition Y/N	Description
3	Epson		Unknown	Epson Scanners
1	Brother		Unknown	Brother Scanner
2	hP		Unknown	hP Printers
6			Unknown	Small Monitors
1			Unknown	CPU

Additional Comments

Lot of Office Equipment - Unknown working condition



(Click above to add additional picture)



(Click above to add additional picture)



(Click above to add additional picture)

Name: Cindy Prewitt

Title: Fiscal Coordinator

Phone Number 513-695-2596

Location of Item: Community Corrections, 520 Justice Drive, Lebanon OH

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).
Check your listing for accuracy, click the button below to submit by email. *Note: This is the only way auction items will be accepted.*

Warren County Facilities Management

GovDeals #

CPC 19068

430 South East Street
513-695-1463

Michael D. Shadoan
Director

GovDeals Item Inspection Form

Common Pleas Court - General

Date:

Dec 19, 2019

068

Two Office Chairs w/Mesh back and Hall tree



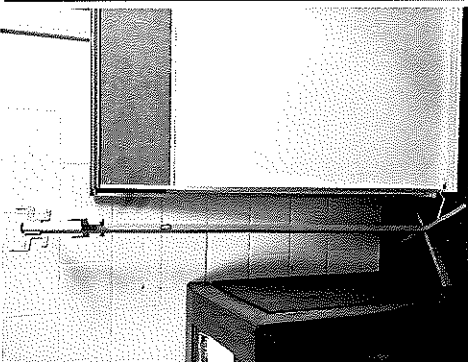
Select Item Type

Lot of Multiple Items

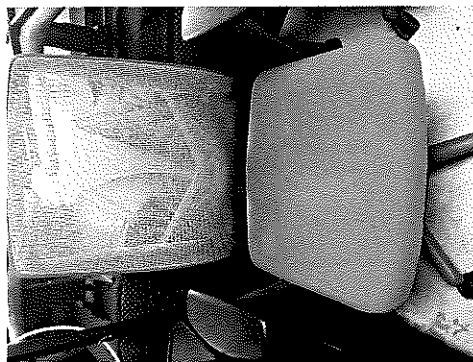
Qty	Brand	Model	Working Condition Y/N	Description
2			Y	Orange Office Chairs on Casters w/Mesh back
1				Metal Hall Tree

Additional Comments

Two office chairs w/mesh back - good shape just need a little cleaning
One Metal hall tree



(Click above to add additional picture)



(Click above to add additional picture)

(Click above to add additional picture)

Name: Cindy Prewitt

Title: Fiscal Coordinator

Phone Number 513-695-2596

Location of Item: Common Pleas Bldg, 500 Justice Drive, Lebanon OH

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).
Check your listing for accuracy, click the button below to submit by email. *Note: This is the only way auction items will be accepted.*

Warren County Facilities Management

430 South East Street
513-695-1463

GovDeals: CPC19069

Michael D. Shadoan
Director

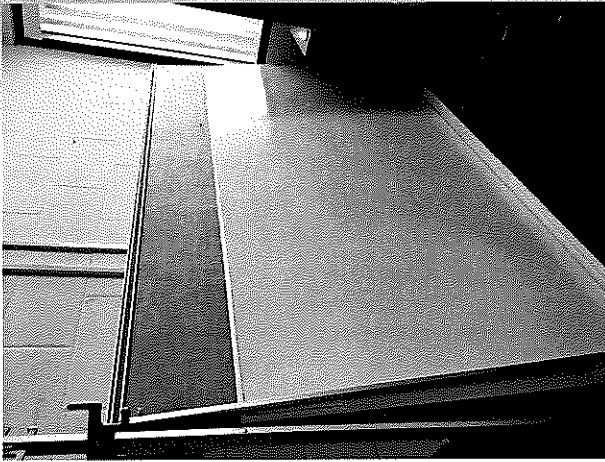
GovDeals Item Inspection Form

Common Pleas Court - General

Date: Dec 19, 2019

069

2 Large Dry Erase/Bulletin Boards



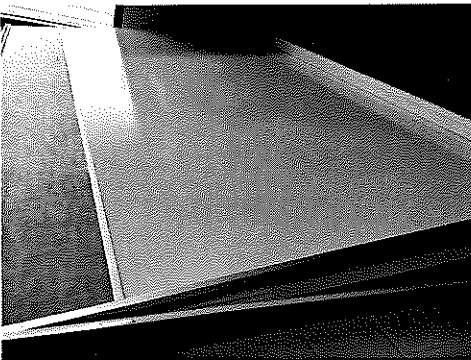
Select Item Type

Lot of Multiple Items

Qty	Brand	Model	Working Condition Y/N	Description
2				Large Dry Erase/Bulletin Boards

Additional Comments

Roughly 5' x 8' dry erase board with small section of tack board



(Click above to add additional picture)

(Click above to add additional picture)

(Click above to add additional picture)

Name: Cindy Prewitt

Title: Fiscal Coordinator

Phone Number 513-695-2596

Location of Item: Common Pleas Bldg, Lebanon, OH 45036

IMPORTANT: Please print this form off and tape it to the Item(s) you are listing (excluding vehicles).
Check your listing for accuracy, click the button below to submit by email. *Note: This is the only way auction items will be accepted.*

Warren County Facilities Management

430 South East Street
513-695-1463

GovDeals # CSE19021

Michael D. Shadoan
Director

GovDeals Item Inspection Form

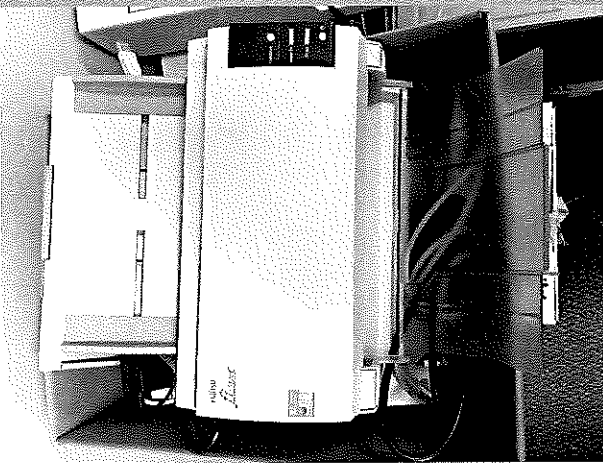
Child Support (CSEA)

Date:

Dec 17, 2019

021

3 Fujitsu fi-5120C Scanners



Select Item Type

Lot of Multiple Items

Qty	Brand	Model	Working Condition Y/N	Description
3	Fujitsu	fi-5120C	y	with power cords

Additional Comments

3 Fujitsu fi-5120C scanners with power cords

(Click above to add additional picture)

(Click above to add additional picture)

(Click above to add additional picture)

Name: Liz Blosser

Title: Tech Support Specialist

Phone Number 513-695-1910

Location of Item: Warren Co. CSEA

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).
Check your listing for accuracy, click the button below to submit by email. *Note: This is the only way auction items will be accepted.*

GovDeals Item Inspection Form

Child Support (CSEA)	Date: Dec 17, 2019	022
-----------------------	--------------------	-----

Belkin Omniview Switch Box



Select Item Type: Lot of Multiple Items

Qty	Brand	Model	Working Condition Y/N	Description

Additional Comments

a total of 28 Belkin Omniview, 2 port KVM switch boxes



(Click above to add additional picture)



(Click above to add additional picture)

(Click above to add additional picture)

Name: Liz Blosser	Title: Tech Support Specialist	Phone Number 513-695-1910
-------------------	--------------------------------	---------------------------

Location of Item: WARREN CO CSEA

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).
Check your listing for accuracy, click the button below to submit by email. *Note: This is the only way auction items will be accepted.*

Warren County Facilities Management

430 South East Street
513-695-1463

GovDeals # CSE19023

Michael D. Shadoan
Director

GovDeals Item Inspection Form

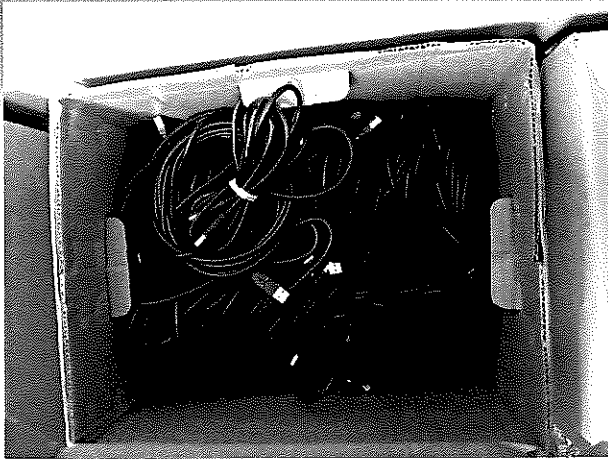
Child Support (CSEA)

Date:

Dec 17, 2019

023

USB WIRES



Select Item Type

Lot of Multiple Items

Qty	Brand	Model	Working Condition Y/N	Description
43			Y	VARIOUS LENGTHS

Additional Comments

43 TOTAL US WIRES, VARIOUS LENGTHS



(Click above to add additional picture)

(Click above to add additional picture)

(Click above to add additional picture)

Name: LIZ BLOSSER

Title: TECH SUPPORT SPECIALIST

Phone Number 513-695-1910

Location of Item: WARREN COUNTY CSEA

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles). Check your listing for accuracy, click the button below to submit by email. *Note: This is the only way auction items will be accepted.*

Warren County Facilities Management

GovDeals #

CSE19024

430 South East Street
513-695-1463

Michael D. Shadoan
Director

GovDeals Item Inspection Form

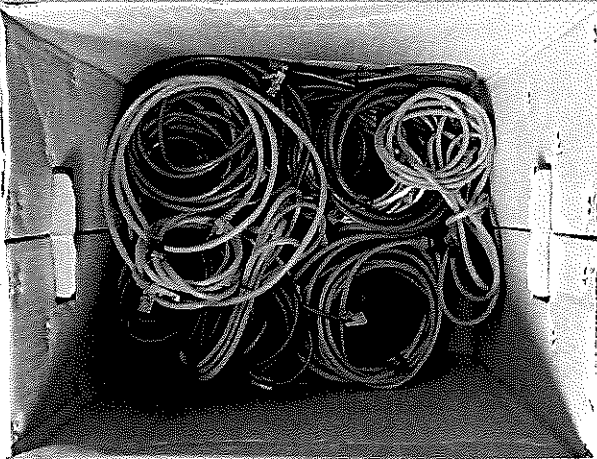
Child Support (CSEA)

Date:

Dec 17, 2019

024

NETWORK WIRES



Select Item Type

Lot of Multiple Items

Qty	Brand	Model	Working Condition Y/N	Description
33			Y	NETWORK WIRES

Additional Comments

33 NETWORK WIRES, VARIOUS LENGTHS

(Click above to add additional picture)

(Click above to add additional picture)

(Click above to add additional picture)

Name: LIZ BLOSSER

Title: TECH SUPPORT SPECIALIST

Phone Number 513-695-1910

Location of Item: WARREN COUNTY CSEA

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).
Check your listing for accuracy, click the button below to submit by email. *Note: This is the only way auction items will be accepted.*

Warren County Facilities Management

CSE19025

430 South East Street
513-695-1463

Michael D. Shadoan
Director

GovDeals Item Inspection Form

Child Support (CSEA)

Date:

Dec 17, 2019

025

PS2 CONNECTORS



Select Item Type

Lot of Multiple Items

Qty	Brand	Model	Working Condition Y/N	Description
92			Y	PS2 CONNECTORS

Additional Comments

A TOTAL OF 92 PS 2 CONNECTORS.



(Click above to add additional picture)

(Click above to add additional picture)

(Click above to add additional picture)

Name: LIZ BLOSSER

Title: TECH SUPPORT SPECIALIST

Phone Number 513-695-1910

Location of Item: WARREN COUNTY CSEA

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).
Check your listing for accuracy, click the button below to submit by email. *Note: This is the only way auction items will be accepted.*

Warren County Facilities Management

GovDeals #

DOM19016

430 South East Street
513-695-1463

Michael D. Shodean
Director

GovDeals Item Inspection Form

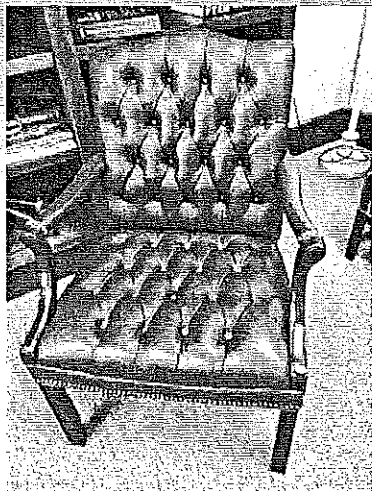
Common Pleas Court - Domestic Relations

Date

10-11-19

016

Office Furniture

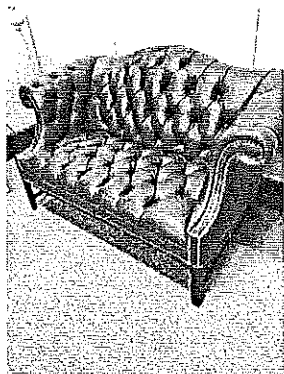


Select Item Type

Lot of Multiple Items

Qty	Brand	Model	Working Condition Y/N	Description
3			Y	Chair
1			Y	Couch
1			Y	Desk
1			Y	Side Table

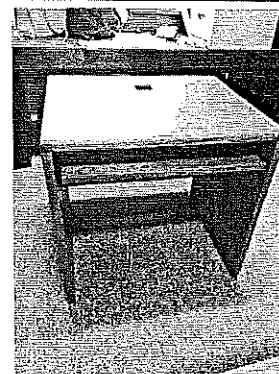
Additional Comments



(Click above to add additional picture)



(Click above to add additional picture)



(Click above to add additional picture)

Name: Deborah Grubb

Title: Judicial Assistant

Phone Number 513-695-2487

Location of Item: Common Pleas Building

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).
Check your listing for accuracy, click the button below to submit by email. *Note: This is the only way auction items will be accepted.*

430 South East Street
513-695-1463

Michael D. Shadoan
Director

GovDeals Item Inspection Form

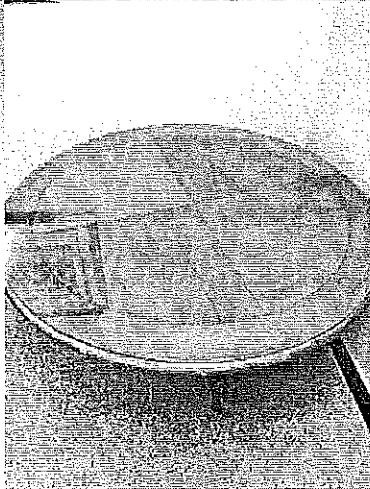
Common Pleas Court - Domestic Relations

Date:

Oct 11, 2019

017

Office Furniture

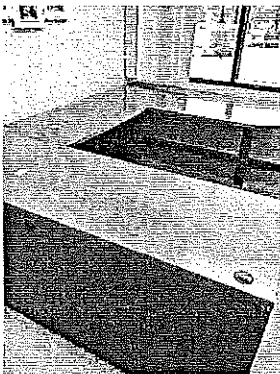


Select Item Type

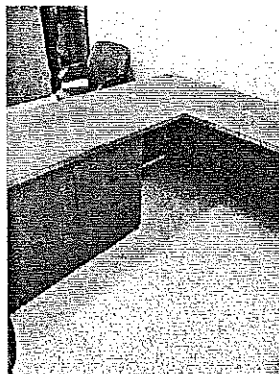
Lot of Multiple Items

Qty	Brand	Model	Working Condition Y/N	Description
1			y	Table
1			y	Desk
1			y	Filing Cabinet

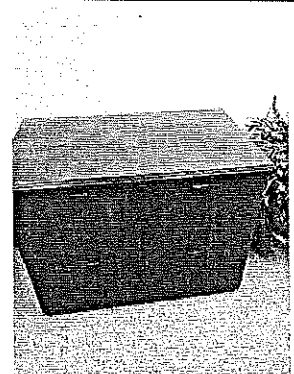
Additional Comments



(Click above to add additional picture)



(Click above to add additional picture)



(Click above to add additional picture)

Name: Deborah Grubb

Title: Judicial Assistant

Phone Number 513-695-2487

Location of Item: Common Pleas Building

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).
Check your listing for accuracy, click the button below to submit by email. *Note: This is the only way auction items will be accepted.*

Warren County Facilities Management

GovDeals #

DOM19018

430 South East Street
513-695-1463

Michael D. Shadoan
Director

GovDeals Item Inspection Form

Common Pleas Court - Domestic Relations

Date:

Oct 11, 2019

018

Chair



Select Item Type

Single Item

Category

Furniture/Furnishings

Brand

Model #

Serial #

Date Removed From Service

7/4/19

Did Item Work When Removed?

Yes

No

Unknown

Additional Comments

(Click above to add additional picture)

(Click above to add additional picture)

(Click above to add additional picture)

Name: Deborah Grubb

Title: Judicial Assistant

Phone Number 513-695-2487

Location of Item: Common Pleas Building

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).
Check your listing for accuracy, click the button below to submit by email. *Note: This is the only way auction items will be accepted.*

Warren County Facilities Management

430 South East Street
513-695-1463

GovDeals # JUV20001

Michael D. Shadoan
Director

GovDeals Item Inspection Form

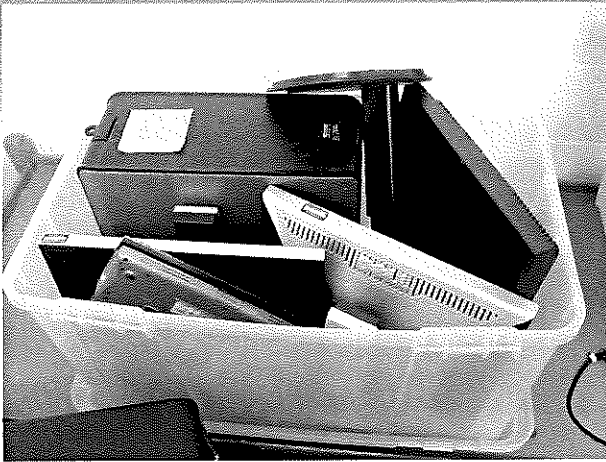
Juvenile

Date:

Jan 2, 2020

001

Misc. Computer Items



Select Item Type

Lot of Multiple Items

Qty	Brand	Model	Working Condition Y/N	Description
1	Dell	Latitude	Unk	Latitude D530 - Hard Drive Removed
1	Dell	Optiplex	Unk	Optiplex 760 - Hard Drive Removed
1	HP	1755	Unk	Computer Monitor - Model# HSTD-2804
2	Dell		Unk	Computer Monitors
1			Unk	Monitor Stand

Additional Comments

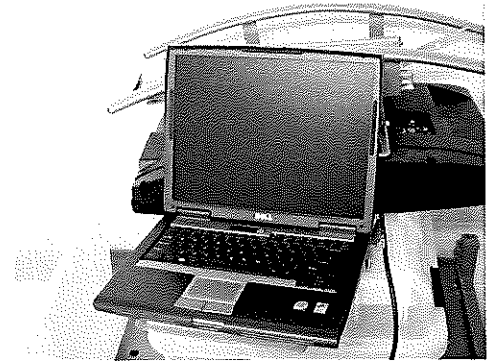
All items removed from service towards the end of 2019 - Unknown working condition - Hard drives have been removed



(Click above to add additional picture)



(Click above to add additional picture)



(Click above to add additional picture)

Name: Stephen Johnson

Title: Corrections Officer

Phone Number (513) 695-1392

Location of Item: Juvenile Storage - Silver Street Annex

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).
Check your listing for accuracy, click the button below to submit by email. *Note: This is the only way auction items will be accepted.*

Warren County Facilities Management

430 South East Street
513-695-1463

GovDeals #

JUV20002

Michael D. Shadoan
Director

GovDeals Item Inspection Form

Juvenile

Date:

Jan 2, 2020

002

(13) Stackable Black Chairs



Select Item Type

Single Item

Category

School Equipment

Brand

Model #

Serial #

Date Removed From Service

12/31/19

Did Item Work When Removed?

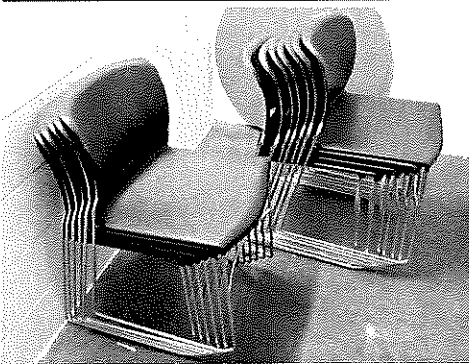
Yes

No

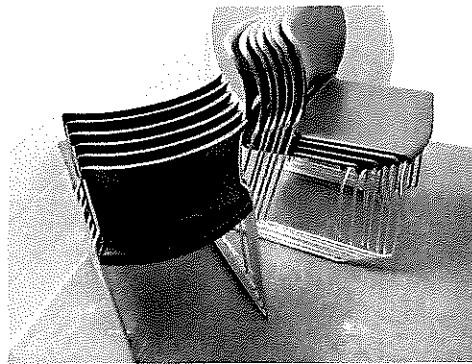
Unknown

Additional Comments

(13) Stackable black chairs used in a classroom setting - Did not check each chair, but the lot seems sturdy - Signs of scuffing and marks but should still be usable



(Click above to add additional picture)



(Click above to add additional picture)

(Click above to add additional picture)

Name: Stephen Johnson

Title: Corrections Officer

Phone Number (513) 695-1392

Location of Item: Juvenile Storage - Silver Street Annex

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).
Check your listing for accuracy, click the button below to submit by email. *Note: This is the only way auction items will be accepted.*

Warren County Facilities Management

GovDeals #

PRK20001

430 South East Street
513-695-1463

Michael D. Shadoan
Director

GovDeals Item Inspection Form

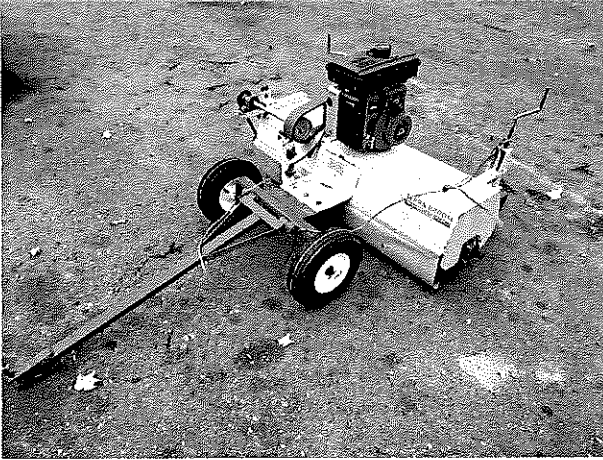
Park District

Date:

Jan 3, 2020

001

Terra Broom, 42 inch



Select Item Type

Single Item

Category

Golf Course Equipment

Brand

Terra Broom

Model #

Terra Broom

Serial #

92325

Date Removed From Service

9/28/18

Did Item Work When Removed?

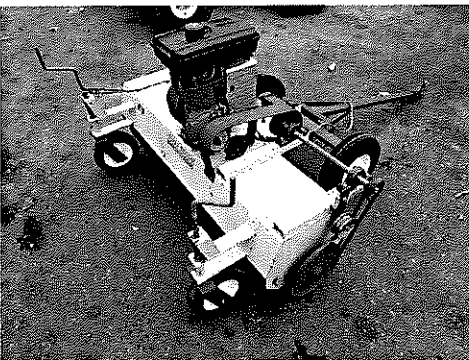
Yes

No

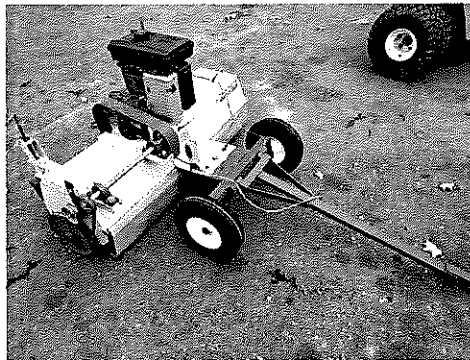
Unknown

Additional Comments

3.5 Briggs & Stratton, 100 % Complete in working order.



(Click above to add additional picture)



(Click above to add additional picture)



(Click above to add additional picture)

Name: Brian Ward

Title: Mechanic

Phone Number 937-477-7056

Location of Item: 1223 N. State Route 741 Lebanon Ohio 45036

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).
Check your listing for accuracy, click the button below to submit by email. *Note: This is the only way auction items will be accepted.*

Warren County Facilities Management

430 South East Street
513-695-1463

GovDeals # PRK20002

Michael D. Shadoan
Director

GovDeals Item Inspection Form

Park District

Date:

Jan 3, 2020

002

Ryan GA 30 Aerator



Select Item Type

Single Item

Category

Golf Course Equipment

Brand

Ryan

Model #

544885A

Serial #

98509716

Date Removed From Service

9/28/18

Did Item Work When Removed?

Yes

No

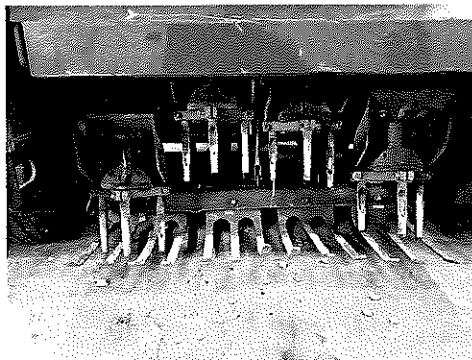
Unknown

Additional Comments

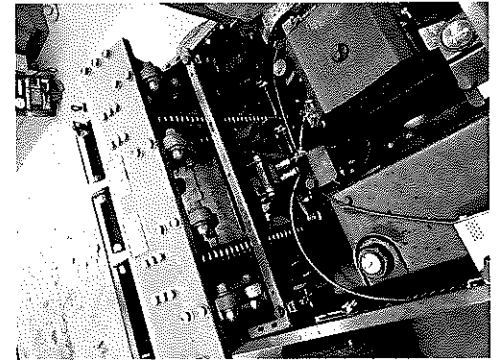
18 Hp Kohler, 592.2 hours, Over 100 holes per Sq. inch, In working order but needs a battery. Can be seen at Warren county Armco park M-F 8-2pm.



(Click above to add additional picture)



(Click above to add additional picture)



(Click above to add additional picture)

Name: Brian Ward

Title: Mechanic

Phone Number 937-477-7056

Location of Item: 1223 N. State Route 741 Lebanon Ohio 45036

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).
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Warren County Facilities Management

430 South East Street
513-695-1463

GovDeals #

PRK20003

Michael D. Shadoan
Director

GovDeals Item Inspection Form

Park District

Date

Jan 3, 2020

003

Ford 4610 LCG Diesel Tractor



Select Item Type

Single Item

Category

Tractor

Brand

Ford

Model #

DS354C

Serial #

C699237

Date Removed From Service

1/1/20

Did Item Work When Removed?

Yes

No

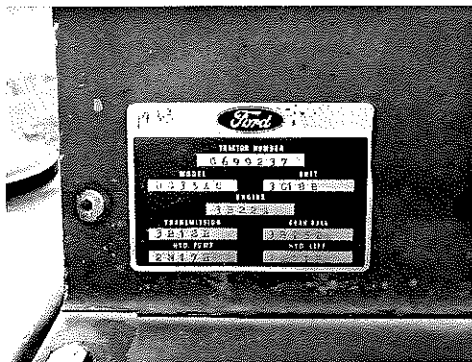
Unknown

Additional Comments

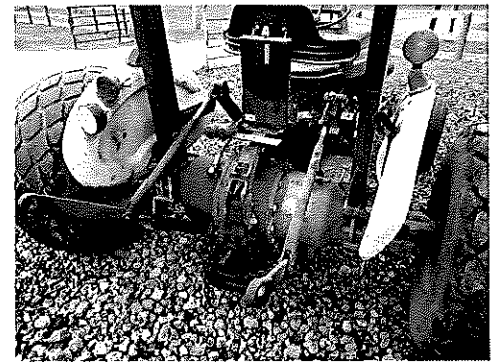
Good running tractor. New drive clutch last year. Removed from service.



(Click above to add additional picture)



(Click above to add additional picture)



(Click above to add additional picture)

Name: Brian Ward

Title: Mechanic

Phone Number 937-477-7056

Location of Item: 1223 N. State Route 741 Lebanon Ohio 45036

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).
Check your listing for accuracy, click the button below to submit by email. *Note: This is the only way auction items will be accepted.*

Warren County Facilities Management

GovDeals #

PRK20004

430 South East Street
513-695-1463

Michael D. Shadoan
Director

GovDeals Item Inspection Form

Park District

Date:

Jan 6, 2020

004

Jacobsen LF-123



Select Item Type

Single Item

Category

Golf Course Equipment

Brand

Jacobsen

Model #

LF-123

Serial #

67794

Date Removed From Service

9/28/18

Did Item Work When Removed?

Yes

No

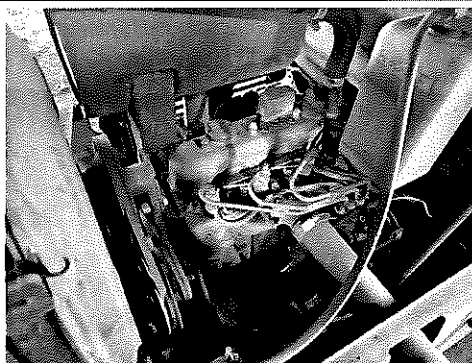
Unknown

Additional Comments

Jacobsen Fairway mower, 3 cyl Kubota motor, 2289 Hr, Runs and drives but has hydraulic leak. Will need a new battery.



(Click above to add additional picture)



(Click above to add additional picture)



(Click above to add additional picture)

Name: Brian Ward

Title: Mechanic

Phone Number 937-477-7056

Location of Item: 1223 N. State Route 741 Lebanon Ohio 45036

IMPORTANT: Please print this form off and tape it to the Item(s) you are listing (excluding vehicles).
Check your listing for accuracy, click the button below to submit by email. *Note: This is the only way auction items will be accepted.*

Warren County Facilities Management

430 South East Street
513-695-1463

GovDeals #

PRK20005

Michael D. Shadoan
Director

GovDeals Item Inspection Form

Park District

Date:

Jan 3, 2020

005

Jacobsen HR-5111



Select Item Type

Single Item

Category

Golf Course Equipment

Brand

Jacobsen

Model #

HR-5111

Serial #

691163459

Date Removed From Service

9/27/19

Did Item Work When Removed?

Yes

No

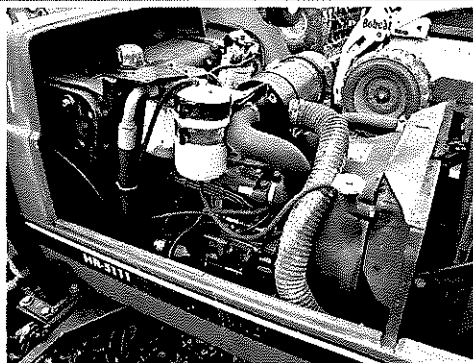
Unknown

Additional Comments

6473 Hours, Has some hydraulic leaks, strong running motor.



(Click above to add additional picture)



(Click above to add additional picture)



(Click above to add additional picture)

Name: Brian Ward

Title: Mechanic

Phone Number 937-477-7056

Location of Item: 1223 N. State Route 741 Lebanon Ohio 45036

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).
Check your listing for accuracy, click the button below to submit by email. *Note: This is the only way auction items will be accepted.*

Warren County Facilities Management

430 South East Street
513-695-1463

GovDeals

PRK20006

Michael D. Shadoan
Director

GovDeals Item Inspection Form

Park District

Date:

Jan 6, 2020

006

Cushman Turf-Truckster With Top Dresser



Select Item Type

Single Item

Category Golf Course Equipment

Brand Cushman

Model # Turf Truckster

Serial # 97018922

Date Removed From Service 3/29/19

Did Item Work When Removed?

Yes

No

Unknown

Additional Comments

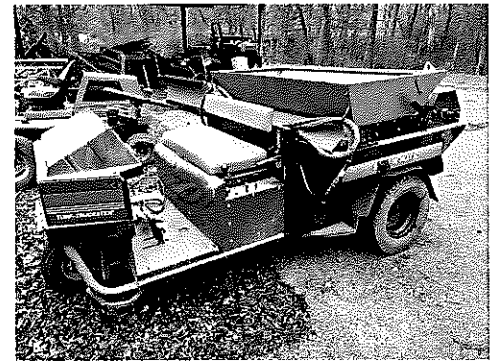
1997 27 hp, 1721 hours. Runs and drives but will need a new battery. Comes with Turfco Mete-r-matic Truck mount Top Dresser. Product #85450, Serial # 790020



(Click above to add additional picture)



(Click above to add additional picture)



(Click above to add additional picture)

Name: Brian Ward

Title: Mechanic

Phone Number 937-477-7056

Location of Item: 1223 N. State Route 741 Lebanon Ohio 45036

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).
Check your listing for accuracy, click the button below to submit by email. *Note: This is the only way auction items will be accepted.*

Warren County Facilities Management

GovDeals #

PRK20007

430 South East Street
513-695-1463

Michael D. Shadoan
Director

GovDeals Item Inspection Form

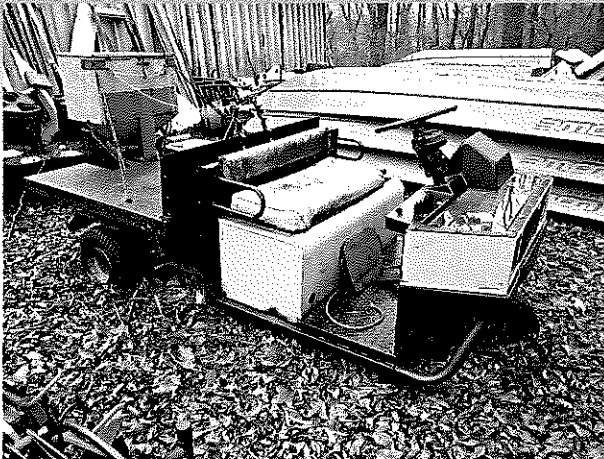
Park District

Date:

Jan 3, 2020

007

Cushman



Select Item Type

Single Item

Category

Golf Course Equipment

Brand

Cushman

Model #

truckster

Serial #

1CUMH2227FL002727

Date Removed From Service

9/28/18

Did Item Work When Removed?

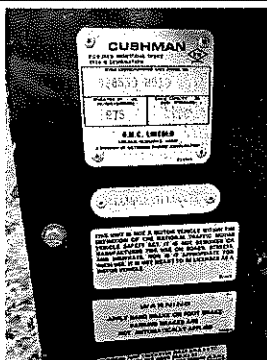
Yes

No

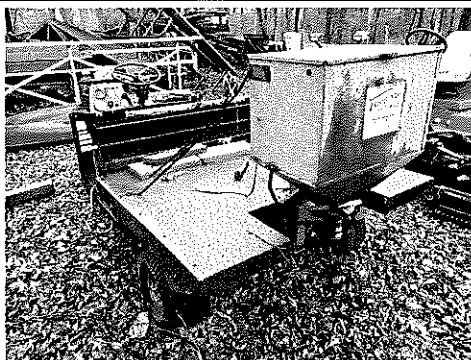
Unknown

Additional Comments

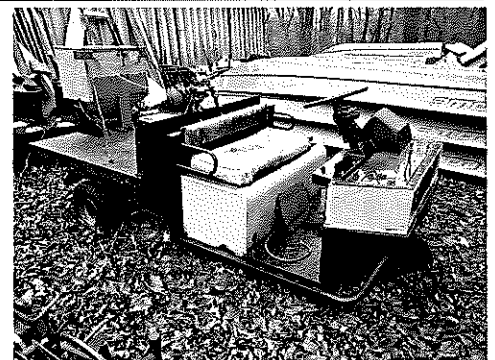
450 hours. Ran and drove last time it was out. Has been sitting for a while. Have not tried to get it running.



(Click above to add additional picture)



(Click above to add additional picture)



(Click above to add additional picture)

Name: Brian Ward

Title: Mechanic

Phone Number 937-477-7056

Location of Item: 1223 N. State Route 741 Lebanon Ohio 45036

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).
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Resolution

Number 20-0126

Adopted Date January 21, 2020

APPROVE ENGINEERING AGREEMENT WITH BLACK & VEATCH CORPORATION FOR THE SANITARY SEWER STUDY OF THE MORROW-ROACHESTER & MORROW-COZADDALE SEWER IMPROVEMENT AREAS

WHEREAS, this Board of County Commissioners (the "Board") of the County of Warren, Ohio (the "County") recognizing the need to identify solutions to sanitary sewer capacity issues in the Morrow service area, directed the Warren County Water and Sewer Department on April 2, 2019, through Resolution 19-0378, to issue a Request for Qualifications for the aforesated sewer study; and

WHEREAS, this Board during a public work session on July 16, 2019, adopted Resolution 19-0943 directing the Warren County Sanitary Engineer to enter into negotiations with the Black & Veatch Corporation, the top ranked firm; and

WHEREAS, the Black & Veatch Corporation was selected for this project in accordance with applicable state procurement regulations (Ohio Revised Code, §§ 153.66 through 153.69); and

NOW THEREFORE BE IT RESOLVED, to enter into an Agreement with the Black & Veatch Corporation, for engineering services for the above referenced project, subject to the following conditions:

1. The scope of services shall be as stipulated in the "Engineering Agreement" attached hereto and made part thereof.
2. Compensation shall be in accordance with the provisions of the "Engineering Agreement" and the attachment thereto.

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

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

Resolution adopted this 21st day of January 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a – Black & Veatch Corporation
Water/Sewer (file)

Project file

**ENGINEERING AGREEMENT
SANITARY SEWER STUDY OF THE MORROW-ROACHESTER & MORROW-
COZADDALE SEWER IMPROVEMENT AREAS PROJECT**

This professional engineering agreement ("Agreement") made and entered into on the date last stated below, by and between the WARREN COUNTY BOARD OF COUNTY COMMISSIONERS, 406 Justice Drive, Lebanon, Ohio 45036 (hereinafter called the "County"), and Black & Veatch Corporation, 4555 Lake Forest Drive, Suite 310, Cincinnati, OH 45242 (hereinafter called the "Consultant").

WITNESSETH:

WHEREAS, the County desires professional engineering services for the preparation of sanitary sewer plan for the Morrow-Roachester & Morrow-Cozaddale Sewer Improvement Areas, consisting of the following:

The scope of services includes field investigations, planning and design services for the Morrow-Roachester & Morrow-Cozaddale Sanitary Sewer Service Area, the 10-inch force main, and the gravity sewer parallel to the Little Miami River that terminates at the Bear Run Lift Station (study area) as shown in Exhibit 1 of the Schedule of Services. A sanitary sewer master plan will be developed to convey flows from the study area to the Bear Run Lift Station. Technical specifications, drawings, opinion of probable construction cost, and sequence of construction will be developed for two bidding packages: one for implementing access points, and one for cleaning the force main between the Todd's Fork and Bigfoot Lift Stations. The scope of services is based on the schedule assumed in the Engineering Services Agreement.

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

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

I. SCOPE OF SERVICES

See Attachment C - Schedule of Services

II. COUNTY RESPONSIBILITIES

The County shall supply the following data to the Consultant:

1. Provide full information as to the requirements for the project.
2. Assist Consultant by placing at his disposal all available information pertinent to the project. Furnish copies at no charge.
3. Examine all studies, reports, sketches, drawings, proposals, and other documents presented by the Consultant, obtain advice of an attorney, insurance counselor and other consultants as deemed appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of the Consultant. Provide prompt written notice to the Consultant whether County observes or otherwise becomes aware of any defect in the project.
4. Make all County GIS mapping, aerial photography, aerial mapping horizontal and vertical control data and property identification and ownership data available to Consultant. All such data shall be compiled by the County and transferred to the Consultant at no charge.
5. Provide access to Consultant's staff for field visits to the site(s).

III. COMPENSATION

1. The Consultant's services shall commence upon the written authorization by the County to proceed as limited and stipulated by said written authorization. Any variation in scope of work and/or compensation relative thereto must be upon written authorization of the County.
2. All services performed pursuant to this Agreement shall be on a "per-hour" basis for the principals and employees of the Consultant, in accordance with the current fee schedule in Attachment A.
3. The Consultant shall be reimbursed for direct expenses, such as cost for travel, telephone toll charges, reproductions of documents and drawings, etc. incurred in connection with performing work under this Agreement.
4. Based on the requirements of the construction contract documents, specifications, and detail plans described herein, total compensation for all services performed under this Agreement, and all direct reimbursable expenses, shall not exceed the following amounts:

Task 1 Project Management and Administration	\$ 38,376.00
Task 2 Data Collection and Review	\$ 198,125.00
Task 3 Collection System Modeling	\$ 56,902.00
Task 4 Alternatives Analysis	\$ 104,730.00
Task 5 Final Reporting	\$ 42,830.00

Task 6 Force Main Cleaning \$ 36,139.00

Base Contract \$ 477,102.00

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

IV. Documents and Contract Documents

County alone shall own the Consultant's project related documents, construction drawings, survey results, and work product (hereinafter Project Documents). County shall have every right, title, and interest in such Project Documents from the moment of creation, as related to this project. Consultant shall submit all Project Documents to County by electronic files. Consultant shall, however, retain its rights in its standard drawing details, specifications, data bases, computer software, and other proprietary property.

Consultant grants to County an irrevocable, non-exclusive, perpetual, freely assignable, and royalty-free license to copy, reproduce, distribute, and otherwise use the Consultant's Project Documents including standard details and specifications for all project related purposes, such as but not limited to owning, financing, constructing, testing, commissioning, decommissioning, using, operating, maintaining, repairing, modifying, selling, obtaining insurance for, and obtaining permits for the project before, during, and after termination or completion of this Agreement. If County uses the Project Documents for any other purpose, without prior written verification or adaptation by Consultant for the specific purpose intended will be at County's sole risk and without liability or legal exposure to Engineer.

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

V. SCHEDULE FOR COMPLETION OF ENGINEERING TASKS

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

1. Task 1 Project Management and Administration: 540 calendar days
2. Task 2 Data Collection and Review: 320 calendar days
3. Task 3 Collection System Modeling: 440 calendar days

4. Task 4 Alternatives Analysis: 500 calendar days
5. Task 5 Final Reporting: 540 calendar days
6. Task 6 Force Main Cleaning: 140 calendar days

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

1. Services resulting from significant changes in general scope of the project, such as revising previously approved studies, reports, design documents, drawings or specifications when such revisions are due to causes beyond the control of the Consultant.
2. Furnishing the services of special consultants for other than normal civil, structural, mechanical, and electrical engineering and normal architectural design incidental thereto and not specifically included in the scope of work herein.
3. Special field investigations not specifically included in the scope of work herein, including, but not limited to, the taking of borings and laboratory testing of soil and rock samples.
4. Boundary surveys, legal descriptions, plats, and easement exhibits.
5. Services/increased fees resulting from changes in the schedule of the project beyond the control of the Consultant.

VI. SUPPLEMENTARY SERVICES

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

VII. INSURANCE

Prior to the commencement of any work, Consultant shall obtain and maintain in force at its sole cost and expense, Comprehensive General liability insurance with a limit of \$1,000,000 per occurrence and \$2,000,000 in the aggregate, professional liability with a limit of \$1,000,000 per claim and \$2,000,000 in the aggregate, and Automobile Liability Insurance (covering use of owned, non-owned, or hired vehicles) providing single limit coverage of One Million Dollars (\$1,000,000), with no interruption of coverage during the entire term of this Agreement. Consultant further agrees that in the event that its comprehensive general or professional liability policy is maintained on a "claims made" basis,

and in the event that this Agreement is terminated, Consultant shall continue such policy in effect for two years following completion of the Agreement, notwithstanding the termination of the Agreement. Consultant shall provide County with a certificate of insurance evidencing such coverage, and shall provide thirty (30) days notice of cancellation or non-renewal to County. Such liability insurance policies shall contain provisions insuring the contractual liability assumed hereunder, naming the County as an additional insured on the commercial general liability and automobile liability policy with respect to the work under this Agreement and providing that such insurance is primary to any liability insurance carried by the County.

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

VIII. INDEMNIFICATION

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

IX. STANDARDS AND PRINCIPLES

Consultant shall comply with the County's standards, principles, or requirements stated in the Schedule of Services and comply with accepted professional standards and principles of professionals providing similar services under similar circumstances.

Consultant does not guarantee that proposals, bids or actual project costs will not vary from Consultant's opinions of probable cost or that actual schedules will not vary from Consultant's projected schedules. Consultant shall not be responsible for construction means, methods, techniques, sequences, procedures, or safety precautions and programs in connection with any construction work or procuring permits, certificates, and licenses required for any construction unless such responsibilities are specifically assigned to Consultant in the Schedule of Services.

X. POLICY OF NON-DISCRIMINATION

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

XI. PARTIES AND RELATIONSHIP OF PARTIES

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

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

XII. GOVERNING LAW AND VENUE

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

XIII. ENTIRE AGREEMENT

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

XIV. MODIFICATION OR AMENDMENT

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

XV. CONSTRUCTION

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

Neither party shall be responsible or held liable to the other party for special, indirect, incidental, punitive, exemplary, or consequential damages, or for loss of profit, investment, product, use, goodwill, opportunity, or revenue; business interruption; cost of capital or replacement goods, services, facilities or power; governmental and regulatory sanctions; and claims of customers for all such damages; whether arising under breach of contract or warranty, tort, strict liability, indemnity, or any other theory of legal liability. Consultant's total aggregate liability to County under this Agreement whether arising under breach of warranty or contract, tort, strict liability, indemnity, or any other theory of legal liability, shall not exceed the compensation actually received by Consultant under this Agreement.

XVI. WAIVER

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

XVI. ASSIGNMENT

Neither party shall assign, delegate or transfer any of its rights or any of its duties under this Agreement without written consent of each other. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing in this provision, however, will prevent Consultant from employing such independent professional consultants, associates and subcontractors as it may deem appropriate to assist in the performance of

services hereinafter.

XVII. NOTICES

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

TO: Warren County Commissioners Office
Attn. County Administrator
406 Justice Drive
Lebanon, Ohio 45036
(513) 695-1250

TO: Black & Veatch Corporation
Attn: Jared Hutchins
4555 Lake Forest Drive, Suite 310
Cincinnati, Ohio 45242
(513) 936-5137

XVIII. TERMINATION

This Agreement may be terminated by either party upon written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement. The non-performing party shall have fifteen (15) calendar days from the date of the termination notice to cure or to submit a plan for cure acceptable to the other party.

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

XIX. AUTHORITY AND EXECUTION

ENGINEER:

IN EXECUTION WHEREOF, Black & Veatch, has caused this agreement to be executed by Sid Sengupta, its Associate Vice President, on the date stated below, pursuant to a corporate resolution, a copy of which is attached hereto as Attachment B.

CONSULTANT'S NAME

SIGNATURE: S. Sengupta

PRINTED NAME: SID SENGUPTA

TITLE: ASSOCIATE VICE PRESIDENT

DATE: 14 JAN 2020

COUNTY:

IN EXECUTION WHEREOF, the WARREN COUNTY BOARD OF COUNTY COMMISSIONERS has caused this agreement to be executed by Tom Grossmann, its Vice President, on the date stated below, pursuant to Resolution No. 20-0124, dated 1/21/2020.

**WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS**

SIGNATURE: Tom Grossmann

PRINTED NAME: Tom Grossmann

TITLE: Vice President

DATE: 1/21/2020

Approved as to form:

DAVID P. FORNSHELL
PROSECUTING ATTORNEY
WARREN COUNTY, OHIO

By: [Signature]
Assistant Prosecutor

Attachment A

I. CURRENT FEE SCHEDULE

County agrees to pay the Consultant for any work performed under this Agreement upon Written Notice to Proceed. Compensation for labor costs shall be based upon direct employee labor costs times a fixed labor multiplier of 3.10. The fixed labor multiplier represents the total direct employee labor costs, overhead, and consultant profits to be paid for this work. Upon request by the County, a detailed breakdown of costs included in the computation of this overhead rate will be submitted. Non-salary direct project expenses, such as mileage, traveling costs, copies, subconsultant costs, etc. are not subject to the above described multiplier. The following are the range of direct employee labor costs to be used for this project:

LABOR CLASSIFICATION	ESTIMATED RANGE OF DIRECT EMPLOYEE LABOR COSTS
Administrative Business (ADM)	\$17.48 – 67.88/Hr
Admin Support (ADS)	\$18.30 – 41.28/Hr
Architect (ARC)	\$22.61 – 91.72/Hr
Construction Services (CNS)	\$19.55 – 92.04/Hr
Construction Management (CON)	\$16.95 – 90.63/Hr
Engineer (ENG)	\$25.67 – 120.23/Hr
Engineering Tech (ENT)	\$17.10 – 70.40/Hr
Estimating (EST)	\$22.39 – 87.66/Hr
Finance (FIN)	\$19.36 – 78.42/Hr
General Management (GMT)	\$64.05 – 144.45/Hr
Project Controls (PJC)	\$20.73 – 76.26/Hr
Project Management (PMT)	\$47.97 – 148.03/Hr
Specialized Staff (SPC)	\$20.84 – 93.20/Hr

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

II. REIMBURSABLE EXPENSES SCHEDULE

Local Mileage Reimbursement	Current Federal Reimbursement Rate
Subcontract Services	cost + 5%



CERTIFICATE OF OFFICER

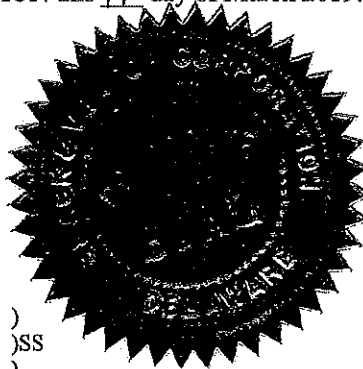
I, Peter D. Loftspring, the Sr. Vice President and Assistant Secretary of BLACK & VEATCH CORPORATION, a corporation duly organized and existing under the laws of the State of Delaware, United States of America, certify that the following is a true excerpt of a certain resolution of said Board of Directors of BLACK & VEATCH CORPORATION, which resolution was duly adopted on March 10, 2003, and that said resolution has not been rescinded or modified, is in accordance with the charter and by-laws of the corporation, and is still in full force and effect.

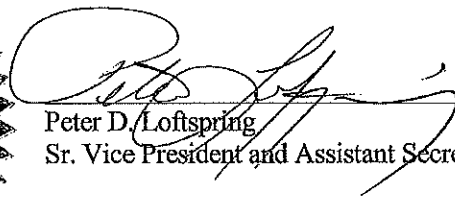
RESOLVED, any note, mortgage, evidence of indebtedness, contract, share certificate, conveyance, power of attorney, or other instrument in writing and any assignment or endorsements thereof, or guarantee of any other entity's performance under any such executed document, entered into between this corporation and any other person or company shall be valid and binding on this corporation, when signed by either the Chairman of the Board, the President or any Vice President, and, if attestation is required, by either the Secretary, Assistant Secretary, Chief Financial Officer, Treasurer or any Assistant Treasurer of this corporation. Any such instruments may be signed by any other person or persons in such manner as from time to time shall be determined by the Board.

I further certify that the individual named below is an officer of the company holding the titles indicated and have signature authority to sign, seal, deliver, negotiate, accept and enter into agreements, contracts and other instruments or documents by and on behalf of the Company.

Siddhartha Sengupta, Associate Vice President

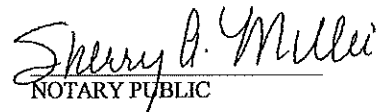
IN WITNESS WHEREOF, I have hereunto set my hand and attached the corporate seal of BLACK & VEATCH CORPORATION this 13th day of March 2019.

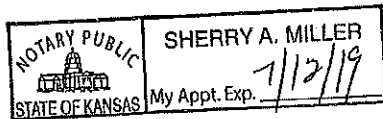



Peter D. Loftspring
Sr. Vice President and Assistant Secretary

STATE OF KANSAS)
)SS
COUNTY OF JOHNSON)

Subscribed and sworn to before me this 13th day of March 2019, by Peter D. Loftspring as Sr. Vice President & Assistant Secretary of Black & Veatch Corporation.


NOTARY PUBLIC



ATTACHMENT – SCHEDULE OF SERVICES

The scope of services includes field investigations, planning and design services for the Morrow-Roachester & Morrow-Cozaddale Sanitary Sewer Service Area, the 10-inch force main, and the gravity sewer parallel to the Little Miami River that terminates at the Bear Run Lift Station (study area) as shown in Exhibit 1. A sanitary sewer master plan will be developed to convey flows from the study area to the Bear Run Lift Station. Technical specifications, drawings, opinion of probable construction cost, and sequence of construction will be developed for two bidding packages: one for implementing access points, and one for cleaning the force main between the Todd's Fork and Bigfoot Lift Stations. The scope of services is based on the schedule included in the Engineering Services Agreement.

1. PROJECT MANAGEMENT AND ADMINISTRATION

The Consultant shall provide project administration and management services for the project. This includes general management and administration including coordination with Warren County and sub-consultants, invoicing, as well as providing schedule/cost controls. The scope assumes a 17-month schedule. A project kick-off meeting is included.

Task 1 Deliverables:

No.	Description	Format
1	Kickoff Meeting Agenda and Notes	Electronic

2. DATA COLLECTION AND REVIEW

Consultant shall provide records review, field investigative services, review and interpretation of data, and documentation for use in model development, alternatives analysis, and force main cleaning design.

2.1. Existing Data Review

Consultant shall identify project data needs, log and review data provided by Warren County, and advise Warren County of data gaps and consequence of not having the data. Project data needs are anticipated to include the following data at minimum:

- Study to Address Current and Future Needs of the Little Miami, Morrow-Roachester, Carlisle, Hunter, Polk Run and Massie-Wayne Sanitary Systems, May 2006, Tetra Tech, Inc.
- Record drawings of the Todd's Fork Lift Station, Bigfoot Lift Station and force main, Morrow-Roachester sanitary sewers, 10-inch force main, 24-inch and 30-inch sanitary sewer supplying the Bear Run Lift Station, and Bear Run Lift Station
- GIS data including shape files and attribute data of the sanitary sewers, force main, and manholes
- XP-SWMM sewer hydraulic model created in 2006 by Tetra Tech, Inc.
- Operational data including, but not limited to: pump manufacturer make, model, and system curves; pump run data recorded by Mission Communication software; pump station draw-down test data; valve pit pressure data; and ultrasonic pipe thickness data of existing force main.

- Planning and zoning information for the service area including zoning maps, approved preliminary subdivision plans, and new house construction for the past five years.

2.2. Field Investigations

Consultant shall perform various field investigations to gather data necessary for completion of the project. Assistance from Warren County may be required for tasks such as accessing collection system assets, adding water from nearby hydrants or streams to increase lift station run times, participating in lift station inspections and draw down tests, and performing dewatering of valve vaults. Consultant shall perform confined space entries in support of field investigations. All data shall be summarized in a Data Summary TM.

2.2.1. Lift Station Analysis

Consultant shall perform lift station inspections on the Todd's Fork and Bigfoot lift stations. Consultant's investigations will focus on confirming record drawings, confirming pumping capabilities, assessing expandability of the stations or construction of new stations on the lift station sites, assessing requirements for force main cleaning, and review of existing utilities at the lift station sites. Operational data will be provided by Warren County. Consultant will include up to one and one-half (1.5) days onsite.

2.2.2. Force Main Health Check

Consultant will review existing data for the Todd's Fork and Big Foot force mains including existing design and/or record drawings. Consultant will conduct a half (0.5) day site visit reviewing the force main route, inspecting potential access points for cleaning, discharge manhole, valve vaults, etc. A preliminary engineering assessment for force main cleaning options will be completed summarizing feasibility of force main cleaning, cleaning alternatives with planning-level costs, and recommendations for future operations and maintenance.

2.3. Flow Monitoring

Provide the rental of ten (10) flow meter units with telemetry and dual depth and velocity sensors for a four (4)-month flow monitoring period. Provide the rental of three (3) tipping-bucket style rain gauges with telemetry for four (4) months. Obtain data from Warren County-owned and operated rain gauges as available to supplement rainfall data.

Flow monitoring and rainfall data capture is recommended through the end of June. If more than four (4) months of monitoring is required, or if additional sites are required, these can be provided as a supplemental service.

2.3.1. Site Selection

Investigate targeted sites for flow meter and rain gauge installation. Determine the meter sites that are hydraulically suitable for flow monitoring. Prepare Site Investigation Reports for approval by Warren County.

2.3.2. Installation and Maintenance

Prepare flow meters and rain gauges for installation. Install flow meters and rain gauges at approved locations. During installation, calibrate each flow meter by taking manual depth and velocity measurements and comparing with meter readings. Perform tipping tests on rain gauges.

Provide standard traffic control measures (portable signs and cones) at each site in or near a roadway. If a higher level of traffic control is required, Consultant will contact Warren County to request traffic control assistance.

Obtain flow monitoring data. Review the data at least twice per week during the "settling in" period, once per week thereafter, and service equipment as required to keep in proper working condition.

Perform calibration measurements on meters and rain gauges a second time within two weeks of installation. Utilize the calibrations to adjust the data and prepare final data sets.

Provide meter and rain gauge maintenance as necessary to keep equipment in proper operation for the duration of the monitoring period. Perform calibration measurements on a monthly basis for the first three months of a flow monitoring period and every other month thereafter.

Procure spare parts and replacement equipment, such as batteries and desiccant, as needed to keep meters and rain gauges working and within operating standards.

Perform final calibration measurements at each site and remove the flow meters and rain gauges. Consultant will coordinate with Warren County to determine when sufficient rainfall events have been captured.

2.3.3. Study and Analysis

Process the collected raw data, correcting for sensor dropouts, pops, or drift. Adjust data based on calibration measurements, as necessary.

Analyze the processed data. Create hydrographs, scattergraphs, and characteristic diurnal patterns for dry-weather flow periods.

Perform an inflow and infiltration (I/I) analysis, including:

- Wet-weather peaking factors;
- Regression analysis for peaking factor prediction;
- RTK parameters (one set per site) characteristic to major storm events;
- Scattergraphs and hydrographs; and
- Capacity analysis including downstream control and surcharging assessment. During wet weather events portions of the collection system surcharge due to pumping limitations at the Todd's Fork and Bigfoot Lift Stations. The Consultant shall analyze the data at surcharged meters to accurately quantify the flow.

Provide the following information for the Data Summary TM:

- Details on each meter and rain gauge location;
- Summary of the flow and rainfall data collected, including current conditions maximum daily flows;
- Conclusions from the flow metering, including evidence of downstream control, surcharging, hydraulic bottlenecks, and levels/locations of I/I;

- Adequacy of the existing system to handle existing flows; and
- Recommendations of areas in the collection system for the County to focus their future efforts towards reduction in I/I.

2.4. Data Compilation and Review

Consultant shall review collected data for accuracy and compile data into a Draft Data Summary TM which will be submitted for Warren County review. Consultant shall address Warren County review comments and issue a Final Data Summary TM.

2.5. Data Review Meeting

Consultant shall schedule and participate in a Data Review Meeting to present results of the Data Collection and Review Task. Consultant shall discuss any outstanding data items and preview the System Modeling Task. Meeting will be held at a time selected and a place provided by Warren County. Consultant shall develop agenda, lead the meeting, and develop meeting notes.

Task 2 Deliverables:

No.	Description	Format
1	Flow Monitoring & Rain Gauge Site Investigation Reports	Electronic
2A	Draft Data Summary TM	Electronic
2B	Final Data Summary TM	Electronic
3	Data Review Meeting Agenda and Notes	Electronic

3. COLLECTION SYSTEM MODELING

Consultant shall develop a sanitary sewer hydraulic model for the portion of the system tributary to the 10-inch force main, as well as a limited hydraulic model from the 10-inch force main terminus to the Bear Run lift station (refer to Exhibit 1) using the data reviewed during the Data Collection and Review Task.

3.1. Flow Projections

Consultant shall develop flow projections in the study area for current, 10-year, 20-year, and build-out conditions. The flow projections will be based upon information provided by Warren County and is anticipated to include sewer service boundaries, subdivisions that are at build-out and under construction, and customer growth projections.

Flow from the Morrow service area will be limited by the downstream gravity sewer that conveys flow to the Bear Run Lift Station. Using the flow meter data and construction drawings of the gravity sewer, the Consultant shall determine the available remaining capacity of the sewer during design storms and this capacity shall be used to define the Morrow service area, the total number of customers at build out, and the maximum pump station/force main upgrades.

3.2. Model Development

Consultant shall develop a mathematical model for the sewer system tributary to the 10-inch sanitary force main where the Bigfoot Lift Station and Todd's Fork Lift Station force mains connect, as well as from the 10-inch force main terminus to the Bear Run Lift Station. The model will utilize data from the County's GIS, record drawings, and field investigations to the

extent that information is available. It is intended to have one of the three data sources provide the information for the sewers, manholes, and lift stations within the tributary sewer, but the model may be based on inferred data where data is not available from one of those three sources. In subsequent tasks, that model will be used to describe both current and potential future sewer system performance. The modeling platform will be either XP-SWMM or PC SWMM depending on the preference of Warren County.

3.3. Model Calibration

Consultant shall calibrate and verify the basin flow model using the precipitation and flow data. This two-step process uses measured events to adjust input data so that predicted hydrographs are reasonable representations of collected flow meter data. The model calibration will consist of up to three (3) calibration runs (dry weather, then wet weather) for the modeled system, performing both a dry weather and wet weather validation run for the modeled basin, and developing model tables and figures that demonstrate the model calibration and validation accuracy.

3.4. Estimate Existing and Future Conditions

Consultant shall use the calibrated sewer system model to estimate existing flows (peak flows and volumes) that are conveyed by the system for the different flow projection scenarios. This task will consist of performing model run(s) with the selected design storm to quantify existing system performance and identify constricted pipe reaches. Additionally, a "free flow" version of the model will be developed to assist in alternatives analysis which will provide estimates of the system flows if collection system capacity limitations were addressed.

The Consultant shall also use the model to project when the existing sanitary sewer collection system will experience overflows due to design storm conditions and/or flow from future development. The County may use these projections as a basis for restricting residential growth or implementing a sewer connection moratorium.

3.5. Model Documentation

Consultant shall develop a Draft Model TM documenting the Collection System Modeling Task for Warren County review. The Draft Model TM will present the flow projections, model development and methodology, calibration results, and collection system improvements necessary to convey flow to the Todd's Fork and Bigfoot Lift Stations. Consultant shall address Warren County review comments and issue a Final Model TM.

3.6. Model Review Meeting

Consultant shall schedule and participate in a Model Review Meeting to present results of the Collection System Modeling Task. Consultant shall discuss model projections and preliminary alternatives for addressing current and future flows. Meeting will be held at a time selected and a place provided by Warren County. Consultant shall develop agenda, lead the meeting, and develop meeting notes.

Task 3 Deliverables:

No.	Description	Format
1	Collection System Model	Electronic
2A	Draft Model TM	Electronic
2B	Final Model TM	Electronic

No.	Description	Format
3	Model Review Meeting Agenda and Notes	Electronic

4. ALTERNATIVES ANALYSIS FOR CONVEYANCE TO BEAR RUN LIFT STATION

Consultant shall develop and evaluate alternatives to convey existing and future sewer flows to the Bear Run Lift Station.

4.1. Alternatives Development

Consultant shall develop potential projects based on collected data and modeling results. Consultant shall screen potential projects with Warren County prior to carrying them forward for further analysis. The SWM will be used to conceptually size improvements to satisfy design storm conditions for the planning period. The following alternatives are assumed in this scope:

Description
Alternative 1: Construction of a second HDPE or PVC parallel force main and upgrades to existing lift stations
Option A: Separate force mains for each lift station
Option B: Both force mains are connected
Alternative 2: Use existing 10-inch force main and construct an additional booster pump station located at Hamilton Township’s Mounts Park (2000 SR 22 & 3)

Consultant shall perform initial planning level evaluation of conveyance route alternatives along the existing Little Miami Scenic Trail. The proposed route alternatives shall identify existing utilities to avoid including, but not limited to, raw waterlines, gas mains, the existing sanitary force main, and communication lines. The evaluation shall also identify property boundaries, potential necessary easements, and potential state and federal regulated stream crossings. The Consultant shall attend one coordination meeting with the Ohio Department of Natural Resources to present and discuss potential route alternatives.

4.2. Alternatives Evaluation

Consultant shall evaluate the alternatives using economic and non-economic factors. Conceptual cost estimates will be developed and used as a basis for performing an economic evaluation of the alternatives. Non-economic criterion will include environmental and social impacts and will be confirmed with Warren County prior to completing the evaluation.

4.3. Alternatives Analysis Documentation

Consultant shall develop a Draft Alternatives Analysis TM for Warren County review. The Draft Alternatives Analysis TM will present the preliminary alternatives development, evaluation methodology, and scoring results. Consultant shall address Warren County review comments and issue a Final Alternatives Analysis TM.

4.4. Alternatives Review Workshop

Consultant shall schedule and participate in an Alternatives Review Workshop to present preliminary results of the Alternatives Analysis Task. Consultant shall discuss projects and alternatives to satisfy population growth and design storm conditions for the planning period, and scoring will be discussed and updated based on Warren County input. Meeting will be held

at a time selected and a place provided by Warren County. Consultant shall develop agenda, lead the meeting, and develop meeting notes.

Task 4 Deliverables:

No.	Description	Format
1A	Draft Alternatives Analysis TM	Electronic
1B	Final Alternatives Analysis TM	Electronic
2	Alternatives Review Workshop Agenda and Notes	Electronic

5. FINAL REPORTING

Consultant shall develop a comprehensive Sanitary Sewer Master Plan for the study area using the collected data, modeling, and alternatives analysis performed in previous tasks.

5.1. Master Planning Documentation

Consultant shall develop a Draft Sanitary Sewer Master Plan for the study area for Warren County review. The Draft Sanitary Sewer Master Plan will present the recommended projects identified in the Final Alternatives Analysis TM, including planning-level costs and an implementation plan. Consultant shall address Warren County review comments and issue a Final Sanitary Sewer Master Plan for the study area.

5.2. Master Plan Review Meeting

Consultant shall schedule and participate in a Master Plan Review Meeting to present the Draft Sanitary Sewer Master Plan for the study area. Consultant shall discuss the recommended projects, planning-level costs, and implementation plan to satisfy population growth and design storm conditions for the planning period. Meeting will be held at a time selected and a place provided by Warren County. Consultant shall develop agenda, lead the meeting, and develop meeting notes.

Task 5 Deliverables:

No.	Description	Format
1A	Draft Sanitary Sewer Master Plan	Electronic
1B	Final Sanitary Sewer Master Plan	Electronic
2	Master Plan Review Meeting Agenda and Notes	Electronic

6. FORCE MAIN CLEANING

Consultant shall develop bidding documents for cleaning of the force main between the Todd's Fork and Bigfoot Lift Stations. Consultant will work with experienced pipe cleaning contractors and with Warren County to select a cleaning strategy and technology based on findings from the Data Collection and Review Task. Through the coordination with pipe cleaning contractors, the Consultant shall also determine the feasibility and necessary improvements to clean the remaining portion of the force main in the future. Bidding documents will be based on an approach and technology approved by Warren County.

6.1. Bid Package Documentation

Consultant shall develop up to two (2) separate bidding document packages for cleaning the force main between Todd's Fork and Bigfoot lift stations. The first bid package, Package No. 1, will be for installation of "pigging stations" for pig launching and retrieval, if such system improvements are determined necessary. The second bid package, Package No. 2, will be for completion of force main cleaning.

6.1.1. Package No. 1

Consultant shall develop a draft force main access modifications technical specifications and drawings package for Warren County review. The package will address modifications to gravity sewers, force mains, and lift stations to permit force main cleaning. Warren County will use the specifications and drawings to obtain public construction bids. Consultant shall develop an Engineer's Opinion of Probable Construction Cost (OPCC), sequence of work to avoid sanitary overflows, and draft permit applications. Consultant shall update the drawings and specifications, OPCC, and permit applications to address Warren County comments. Permit application fees and review fees, if applicable, shall be the responsibility of Warren County. Permit submissions, as well as bidding and construction support are the responsibility of Warren County.

6.1.2. Package No. 2

Consultant shall develop a draft force main cleaning technical specifications and drawings package for Warren County review. Warren County will use the specifications and drawings to obtain public construction bids. Consultant shall develop an Engineer's Opinion of Probable Construction Cost (OPCC), sequence of work to avoid sanitary overflows, and draft permit applications. Consultant shall update the bid package, OPCC, and permit applications to address Warren County comments. Permit application fees and review fees, if applicable, shall be the responsibility of Warren County. Permit submissions, as well as bidding and construction support are the responsibility of Warren County.

6.2. Force Main Cleaning Bid Packages Review Meeting

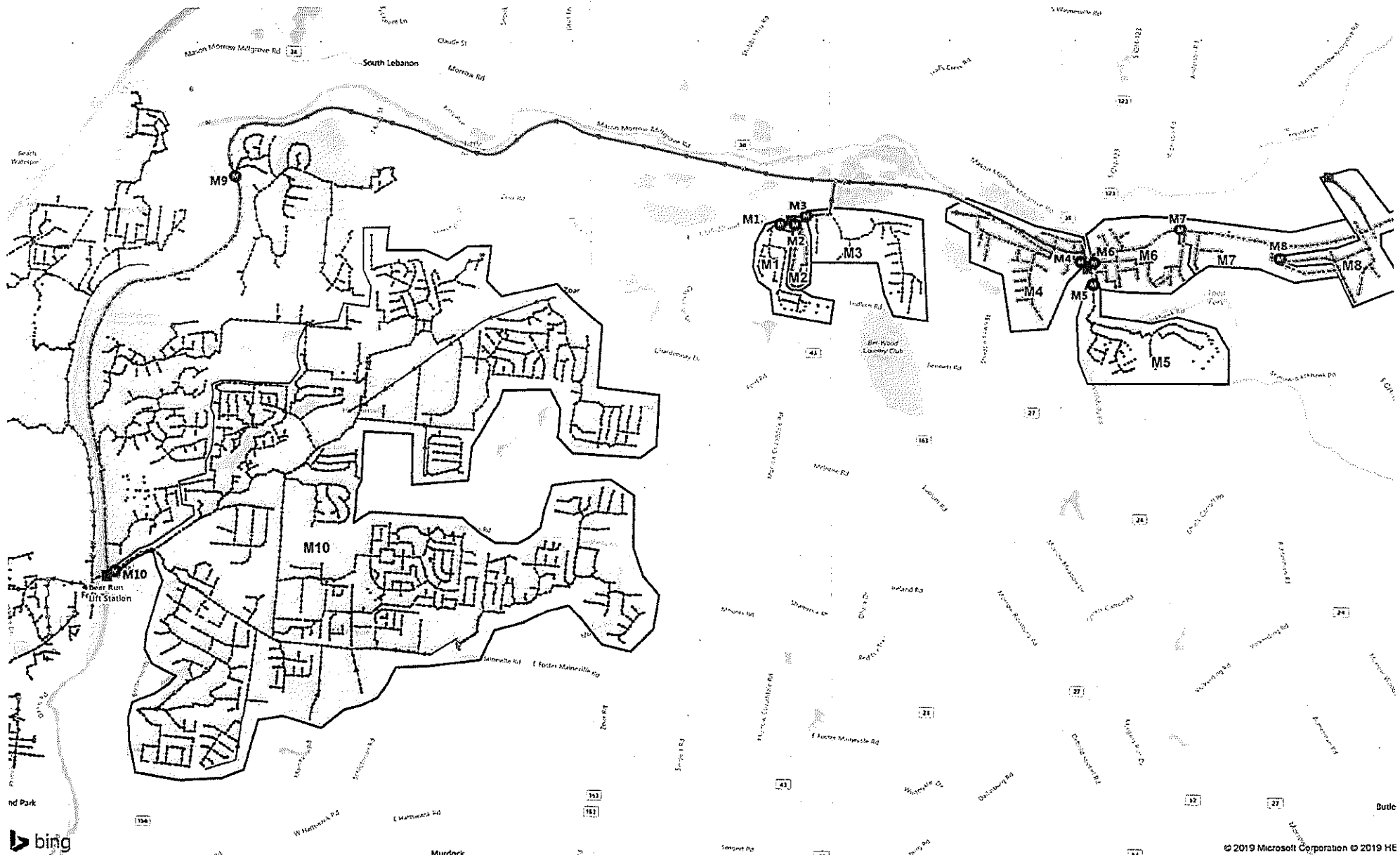
Consultant shall schedule and participate in a review meeting to discuss the draft technical specification and drawing packages for force main cleaning, including OPCC, permit requirements, and anticipated sequence of work and construction schedule. Meeting will be held at a time selected and a place provided by Warren County. Consultant shall develop agenda, lead the meeting, and develop meeting notes.

Task 6 Deliverables:

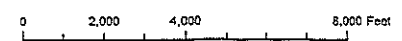
No.	Description	Format
1A	Draft Force Main Cleaning Packages	Electronic
1B	Final Force Main Cleaning Packages	Electronic

7. SPECIAL SERVICES

Work requested by Warren County that is not included in the tasks above will be considered supplemental special services to this Professional Agreement and may be added to the scope of work upon written authorization by Warren County to an increase in the maximum billing limit and schedule.



- Proposed Flow Meter Locations
- Lift Stations
- Sewer Manhole
- Sewer Valve
- Force Main
- Sewer Main
- Proposed Mated Sewers
- Proposed Flow Meter Basin





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/17/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906	CONTACT NAME: Derek Spresser PHONE (A/C, No, Ext): 816-960-9060 E-MAIL ADDRESS: DSprester@lockton.com FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE INSURER A: Zurich American Insurance Company INSURER B: American Zurich Insurance Company INSURER C: Lexington Insurance Company INSURER D: INSURER E: INSURER F:
INSURED BLACK & VEATCH CORPORATION 11401 LAMAR OVERLAND PARK, KS 66211 United States	

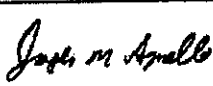
COVERAGES **CERTIFICATE NUMBER:** 369639 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL/SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR Contractual <input checked="" type="checkbox"/> PD & C/O & XCU GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		GLO 0139245 - Large Works/Small Works GLO 4641358 - Corporate GLO 4641367 - Divisional Works	11/1/2019 11/1/2019 11/1/2019	11/1/2020 11/1/2020 11/1/2020	EACH OCCURRENCE \$ \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ \$300,000 MED EXP (Any one person) \$ \$10,000 PERSONAL & ADV INJURY \$ \$1,000,000 GENERAL AGGREGATE \$ \$2,000,000 PRODUCTS - COMP/OP AGG \$ \$2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		BAP 4641355	11/1/2019	11/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$ \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	WC 0139244 WC 4641353 (AOS) WC 4641354 (ID, MA, WI)	11/1/2019 11/1/2019 11/1/2019	11/1/2020 11/1/2020 11/1/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$ \$1,000,000 E.L. DISEASE - POLICY LIMIT \$ \$1,000,000
C	Professional Liability		026030198	11/1/2019	11/1/2020	Professional Limit Each Claim and Annual Aggregate Limit: \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Project #: 903325.0004; Project Name: Morrow Sewershed Planning; Project Manager/Contact: Holscher, Melissa

Please see page 2 for additional information

CERTIFICATE HOLDER Warren County Water and Sewer Department PO Box 530 406 Justice Drive Lebanon, OH 45036 United States	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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ADDITIONAL REMARKS SCHEDULE

AGENCY Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906	NAMED INSURED BLACK & VEATCH CORPORATION 11401 LAMAR OVERLAND PARK, KS 66211 United States EFFECTIVE DATE: 11/1/2019
--	--

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

The General Liability Policy provides primary and non-contributory coverage.

The Automobile Liability Policy provides primary and non-contributory coverage.

@

Notification to Others of Cancellation, Nonrenewal or Reduction of Insurance ZURICH'

Policy number: GLO4641358

Policy Period: 11/1/19 - 11/1/20

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

Liquor Liability Coverage Part

Products/Completed Operations Liability Coverage Part

- A. If we cancel or non-renew this Coverage Part(s) by written notice to the first Named Insured for any reason other than nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation or non-renewal:
 - 1. To the name and address corresponding to each person or organization shown in the Schedule below and
 - 2. At least 10 days prior to the effective date of the cancellation or non-renewal, as advised in our notice to the first Named Insured, or the longer number of days notice if indicated in the Schedule below.
- B. If we cancel this Coverage Part(s) by written notice to the first Named Insured for nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation to the name and address corresponding to each person or organization shown in the Schedule below at least 10 days prior to the effective date of such cancellation.
- C. If coverage afforded by this Coverage Part(s) is reduced or restricted, except for any reduction of Limits of Insurance due to payment of claims, we will mail or deliver notice of such reduction or restriction:
 - 1. To the name and address corresponding to each person or organization shown in the Schedule below and
 - 2. At least 10 days prior to the effective date of the reduction or restriction, or the longer number of days notice if indicated in the Schedule below.
- D. If notice as described in Paragraphs A., B. or C. of this endorsement is mailed, proof of mailing will be sufficient proof of such notice.

SCHEDULE

Name and Address of Other Person(s) / Organization(s):

Number of Days Notice:

Per attached certificate

30 Days

All other terms and conditions of this policy remain unchanged.

@

ZURICH'

Notification to Others of Cancellation, Nonrenewal or Reduction of Insurance

Policy number: BAP4641355

Policy Period: 11/1/19 - 11/1/20

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial Automobile Coverage Part

- A. If we cancel or non-renew this Coverage Part by written notice to the first Named Insured for any reason other than nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation or non-renewal:
 - 1. To the name and address corresponding to each person or organization shown in the Schedule below, and
 - 2. At least 10 days prior to the effective date of the cancellation or non-renewal, as advised in our notice to the first Named Insured, or the longer number of days notice if indicated in the Schedule below.
- B. If we cancel this Coverage Part by written notice to the first Named Insured for nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation to the name and address corresponding to each person or organization shown in the Schedule below at least 10 days prior to the effective date of such cancellation.
- C. If coverage afforded by this Coverage Part is reduced or restricted, except for any reduction of Limits of Insurance due to payment of claims, we will mail or deliver notice of such reduction or restriction:
 - 1. To the name and address corresponding to each person or organization shown in the Schedule below and
 - 2. At least 10 days prior to the effective date of the reduction or restriction, or the longer number of days notice if indicated in the Schedule below.
- D. If notice as described in Paragraphs A., B. or C. of this endorsement is mailed, proof of mailing will be sufficient proof of such notice.

SCHEDULE

Name and Address of Other Person(s) |
Organization(s):

Number of Days Notice:

Per attached certificate

30 Days

All other terms and conditions of this policy remain unchanged.

NOTIFICATION TO OTHERS OF CANCELLATION, NONRENEWAL OR
REDUCTION OF INSURANCE ENDORSEMENT

This endorsement is used to add the following to Part Six of the policy.

Policy number: WC4641353
Policy period: 11/1/19 - 11/1/20

PART SIX
CONDITIONS

- A. If we cancel or non-renew this policy by written notice to you for any reason other than nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation or non-renewal to the name and address corresponding to each person or organization shown in the Schedule below. Notification to such person or organization will be provided at least 10 days prior to the effective date of the cancellation or non-renewal, as advised in our notice to you, or the longer number of days notice if indicated in the Schedule below.
- B. If we cancel this policy by written notice to you for nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation to the name and address corresponding to each person or organization shown in the Schedule below at least 10 days prior to the effective date of such cancellation.
- C. If coverage afforded by this policy is reduced or restricted, except for any reduction of Limits of Liability due to payment of claims, we will mail or deliver notice of such reduction or restriction to the name and address corresponding to each person or organization shown in the Schedule below. Notification to such person or organization will be provided at least 10 days prior to the effective date of the reduction or restriction, or the longer number of days notice if indicated in the Schedule below.
- D. If notice as described in Paragraphs A., B. or C. of this endorsement is mailed, proof of mailing will be sufficient proof of such notice.

SCHEDULE

Name and Address of Other Person(s) /
Organization(s):

Number of Days Notice:

Per attached certificate

30 Days

All other terms and conditions of this policy remain unchanged.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

ENDORSEMENT # 026

This endorsement, effective 12:01 AM 11/01/2019

Forms a part of policy no.: 026030198

Issued to: BVH, INC

By: LEXINGTON INSURANCE COMPANY

NOTICE OF CANCELLATION TO CERTIFICATE HOLDERS ENDORSEMENT

Except with respect to cancellation for non-payment of premium (10 day notice of cancellation), the Insurer shall give 30day notice of cancellation to the Certificate Holder(s) set forth herein, provided that:

1. The First Named Insured is required by contract to give notice of cancellation to the Certificate Holder, and

Prior to the Insurer sending its notice of cancellation to the First Named Insured, the First
2. Named Insured shall provide the Insurer, in writing, either directly or through the First Named Insured broker of record, the name of each person or organization requiring notice of cancellation and the corresponding address for such person or for the employee responsible for receipt of notice of cancellation on behalf of such organization.

Notice of cancellation will be sent in accordance with the terms and conditions of the policy, except that the Insurer may provide written notice individually or collectively to the Certificate Holders by email at the current email address given by the First Named Insured. Proof of sending of the notice of cancellation by email shall be sufficient proof of notice.

Any failure to provide notice of cancellation to the Certificate Holder due to inaccurate or incomplete information provided by the First Named Insured shall remain the sole responsibility of the First Named Insured.

The following definitions apply to this endorsement:

1. First Named Insured means the Named Insured shown in Item 1. of Declarations.
2. Insurer means the insurance company shown in the header on the Declarations.

All other terms and conditions of the policy remain the same.

COMMERCIAL AUTO

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IS CAREFULLY.

**BLANKET ADDITIONAL INSURED - PRIMARY AND
NON-CONTRIBUTORY WITH OTHER INSURANCE**

This endorsement modifies insurance provided under the following:
BUSINESS AUTO COVERAGE FORM

PROVISIONS

1. The following is added to Paragraph A,1.C., Who Is An Insured, of SECTION II —
COVERED AUTOS LIABILITY COVERAGE:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in SECTION II.

2. The following is added to Paragraph B.5., Other Insurance of SECTION IV —
BUSINESS AUTO CONDITIONS:

Regardless of the provisions of paragraph a. and paragraph d. of this part 5. Other Insurance, this insurance is primary to and non-contributory with applicable other insurance under which an additional insured person or organization is the first named insured when the written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, requires this insurance to be primary and non-contributory.

Additional Insured-Owners, Lessees or Contractors (Primary Insurance)

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer	Add'l. Prem	Return Prem.
GLO 4641358	11/01/19	11/01/20	11/1/2019			
GLO 0139245	11/01/19	11/01/20	11/1/2019			
GLO 4641367	11/01/19	11/01/20	11/1/2019			

This endorsement modifies the insurance provided under the following:

Commercial General Liability Coverage Form

SCHEDULE

Name of the Person or Organization:

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

SECTION II - WHO IS AN INSURED is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

The insurance provided by this endorsement is primary insurance and we will not seek contribution from any other insurance available to the person or organization shown in the Schedule unless the other insurance is provided by a contractor other than you for the same operation and job location. Then we will share with that other insurance by the method described in paragraph 4.c. of SECTION IV -- COMMERCIAL GENERAL LIABILITY CONDITIONS.

Resolution

Number 20-0127

Adopted Date January 21, 2020

ISSUE REQUEST FOR ENGINEERING QUALIFICATIONS FOR DESIGN SERVICES FOR THE 2020 WATERLINE PROJECTS

WHEREAS, this Board of County Commissioners (the "Board") of the County of Warren, Ohio (the "County") recognizes the need to develop detailed construction plans, specifications, and surveying services for the construction of waterline projects throughout the County; and

WHEREAS, it is necessary to procure the services of consulting engineering firms to develop plans for the aforementioned improvements; and

WHEREAS, Section 153.65-71 of the Ohio Revised Code identifies the requirements and procedures for procuring the services of a consulting engineering firm for the development of studies, plans, specifications, and bid documents; and

NOW THEREFORE BE IT RESOLVED, that the Sanitary Engineer is hereby authorized and directed to issue a public notice for the procurement of engineering services for the aforesated projects in accordance with applicable sections of the Ohio Revised Code.

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

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

Resolution adopted this 21st day of January 2020.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Water/Sewer (file)
Project File

Resolution

Number 20-0128

Adopted Date January 21, 2020

APPOINT COMMITTEE TO REVIEW ENGINEERING QUALIFICATIONS FOR THE
PROCUREMENT OF PROFESSIONAL ENGINEERING DESIGN SERVICES FOR THE 2020
WATERLINE PROJECTS.

WHEREAS, Sections 153.65-71 of the Ohio Revised Code identifies the requirements and procedures for procuring the services of consulting engineering firms for the development of studies, plans, specifications, and bid documents; and

WHEREAS, with the adoption of Resolution No. 20-0XXX on January 14, 2020 the Warren County Board of County Commissioners approved the issuance of a request for qualifications to interested consulting firms for the development of detailed construction plans, specifications, and surveying services for the construction of waterline projects throughout the County; and

WHEREAS, at 4:00 PM, Friday, February 14, 2020 the Water & Sewer Department will receive sealed qualification submittals for the aforementioned projects; and

WHEREAS, the County Sanitary Engineer requests this board appoint a committee comprised of three to six members to review the submittals, with the size of committee to be determined based on the availability of the members; and

WHEREAS, the County Sanitary Engineer recommends said committee be comprised of the Superintendent of Water Distribution, the Water Distribution Foremen, the Deputy Sanitary Engineer, Sanitary Engineer, and Water & Sewer Staff Engineer; and

WHEREAS, the committee will evaluate the submittals and present recommendations to the Warren County Board of Commissioners at its conclusion, in accordance with the process outlined in the published Request for Qualifications; and

NOW THEREFORE BE IT RESOLVED, to accept the County Sanitary Engineer's recommendation and appoint the committee comprised of the aforementioned members to review engineering qualifications for the procurement of professional engineering services for the design of the 2020 Waterline Projects.

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

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

Resolution adopted this 21st day of January 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Water/Sewer (file)
Project File

Resolution

Number 20-0129

Adopted Date January 21, 2020

APPROVE CHANGE ORDER NO. 1 TO THE CONTRACT WITH SEYFERTH BUILDING CO. FOR THE CONSTRUCTION OF THE LOWER LITTLE MIAMI WWTP SEWER MAINTENANCE BUILDING PROJECT, PURCHASE ORDER NO. 19001035

WHEREAS, this Board on July 30, 2019 entered into a Contract with Seyferth Building Co. for the construction of the Lower Little Miami WWTP Sewer Maintenance Building Project; and

WHEREAS, at the recommendation of the Project Engineer, various changes have been made to the contract including but not limited to replacement of an existing electrical box, changes to the size of lockers in the locker rooms, changes to the sanitary sewer, and wall finish changes (see attached sheet for details); and

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

NOW THEREFORE IT BE RESOLVED:

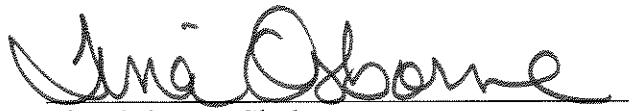
1. Approve Change Order No. 1 to the Contract with Seyferth Building Company increase Purchase Order No. 19001035 by \$11,449 and creating a new Contract and Purchase Order price in the amount of \$3,035,749.00.
2. By said Change Order, attached hereto and made part thereof, all costs and work associated with the change shall be added to the Contract.
3. That this Board execute and sign Change Order No.1 of the Contract with Seyferth Building Company for the construction of the Lower Little Miami WWTP Sewer Maintenance Building Project.

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

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

Resolution adopted this 21st day of January 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
c/a—Seyferth Building Co.
Water/Sewer (file)
Project File



**Warren County
Water & Sewer Dept.**

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

CHANGE ORDER

DATE: January 15, 2020

Change Order Number 1

Project Name: Lower Little Miami WWTP Sewer Maintenance Building Project

ITEM	DESCRIPTION	ADDITIONS	DELETIONS
1	Increase Locker Width	\$1,000.00	
2	Electrical Quazite Box Protection/Replacement	\$8,870.00	
3	Sanitary Sewer Updates	\$0	\$0
4	Ceramic Tile in Men's Restroom North Wall	\$1,579.00	
Sums of the ADDITIONS & DELETIONS		\$11,449.00	\$0
TOTALS FOR THIS CHANGE ORDER		\$11,449.00	

Attachments:

- Attachment 1 – Increase Locker Width
- Attachment 2 – Electrical Quazite Box Protection/Replacement
- Attachment 3 – Sanitary Sewer Updates
- Attachment 4 – Ceramic Tile in Men's Restroom North Wall

Original contract price \$3,024,300.00 .
 Current contract price adjusted by previous change orders \$3,024,300.00 .
 The Contract price due to this change order will be increased/decreased.
 The New contract price including this change order will be \$3,035,749.00

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

[Signature] 1/15/20
 Contractor's Signature Date

Recommended By:
[Signature] 1/15/20
 Warren Sanitary Engineer Date

 Warren County Commissioner Date
[Signature] 1/21/2020
 Warren County Commissioner Date
[Signature] 1/21/2020
 Warren County Commissioner Date

WARREN COUNTY, OHIO
WATER AND SEWER DEPARTMENT

LOWER LITTLE MIAMI WWTP SEWER MAINTENANCE BUILDING

CHANGE ORDER NO. 1

ATTACHMENT 1 – INCREASE LOCKER WIDTH



SEYFERTH BUILDING COMPANY

6399 Morgan Road
Ph. (513) 353-9001

Cleves, Ohio 45002
Fax (513) 353-2256

November 13, 2019

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

Attn: Kathryn Gilbert

Re: Lower Little Miami WWTP Maintenance Building
Increase Locker Width
Job 290

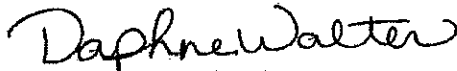
Proposal #1

Dear Kathryn,

In regards to the above referenced project, we hereby submit the sum of \$1,000.00 to furnish labor and materials to increase the locker widths from 12" to 15".

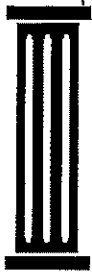
We trust the above meets with your approval, and we are proceeding with this change based on email approval dated 11-13-19.

Sincerely,



Daphne L. Walter
Controller

Where integrity is always at the foundation...



**SEYFERTH
BUILDING COMPANY**

6399 Morgan Road
Cleves, OH 45002
Voice: (513) 353-9001
Fax: (513) 353-2256

Request For Information

RFI #: 10

Date: 11-12-2019

Number of Pages: 1

From: Daphne Walter

Project Name: Lower Little Miami WWTP Maintenance Building

Re: Locker Sizes

Request:

Our bid is based on 12" locker width per specs, but the drawing elevation has them inaccurate and scales closer to 15" wide. Does the Owner want to upgrade the locker size to 15" wide for an upcharge of \$1,000, or do they want to have Arcadis revise the locker room layouts to reflect the spec'd 12" locker size? If they are left at 12", there will be much more wall space on the sides than what is shown, and the bank of lockers would need to be realigned with the benches.

Response:

The County would like to have the 15" lockers; the price will be adjusted through a change order.

-Kathryn Gilbert 11/13/2019

WARREN COUNTY, OHIO
WATER AND SEWER DEPARTMENT

LOWER LITTLE MIAMI WWTP SEWER MAINTENANCE BUILDING

CHANGE ORDER NO. 1

**ATTACHMENT 2 – ELECTRICAL QUARTZITE BOX
PROTECTION / REPLACEMENT**

SEYFERTH BUILDING COMPANY

6399 Morgan Road
Ph. (513) 353-9001

Cleves, Ohio 45002
Fax (513) 353-2256

December 20, 2019

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

Attn: Kathryn Gilbert

Re: Lower Little Miami WWTP Maintenance Building
Electrical Quazite Box Protection / Replacement
Job 290

Proposal #2

Dear Kathryn,

In regards to the above referenced project, we hereby submit the sum of \$8,870.00 to perform the following items of work at two electrical Quazite box locations that will be in the new pavement zones.

North End: Modify the existing Quazite box by installing new 4x4 manhole sides and topper with cast lid. Work includes excavation, forming and pouring of the new sides and topper, and providing/installing the cast lid. This proposal is based on the existing wiring not being removed and/or replaced. The existing wiring will be protected, and if any unforeseen issues are found during the excavation, etc. it will be brought to the Owner's attention for resolution immediately. This portion of work is \$6,150.00.

South End: The existing Quazite box will remain as-is. Three bollards will be set around the box to protect it from vehicle traffic. There has been various field discussion regarding this location, and we are quoting the simplest form of protection for it. This portion of work is \$2,720.00. If anything else is desired in this area, this part will need to be requested.

We trust the above meets with your needs. Please provide a change order if you wish us to proceed with this work.

Sincerely,



Daphne Walter
Controller

Where integrity is always at the foundation...

Gilbert, Kathryn

From: Lee, Jason I. [Jason.Lee@arcadis.com]
Sent: Tuesday, November 19, 2019 12:33 PM
To: Gilbert, Kathryn
Cc: Frazier, Zach; Palte, Matt; Olson, Bradley
Subject: FW: RFI# 4 - Update- Electrical Box P32 Modification
Attachments: RFI #4 Existing Quazite Boxes.pdf; IMG_0149.jpg

Follow Up Flag: Follow up
Flag Status: Completed

Categories: Maintenance Building

Kathryn,

Good afternoon. Per our discussion at the construction progress meeting yesterday, The Contractor/County would like to lower the top of the existing Handhole P32 to match the new grade for the new pavement around the maintenance building/plant drive. The Contractor is proposing to install a new 3x3 or 4x3 (to be confirmed by Contractor) H20 rated top access and cut off a portion of the existing access box. Per comments from Chris Brausch in the field, he would like Arcadis to provide a structural detail as to how to best install the new top of electrical box. See photo for P32 existing Handhole.

I think it would be beneficial to capture this change in an official RFI from the Contractor once they know the new proposed box top size. Do you agree? If you have any additional questions or concerns, please let me know. Thanks.

Jason I. Lee, PE | Project Water Engineer | jason.lee@arcadis.com

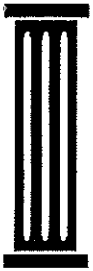
Arcadis U.S., Inc.
4665 Cornell Road, Suite 200, Cincinnati OH | 45241 | USA
T. 513 985 8058 | M. 513 478 2773

Professional Registration / PE – OH, KY

Connect with us! www.arcadis.com | [LinkedIn](#) | [Twitter](#) | [Facebook](#)



Be green, leave it on the screen.



**SEYFERTH
BUILDING COMPANY**

6399 Morgan Road
Cleves, OH 45002
Voice: (513) 353-9001
Fax: (513) 353-2256

Request For Information

RFI #: 4

Date: 9-10-2019

Number of Pages: 1

From: Daphne Walter

Project Name: Lower Little Miami WWTP Maintenance Building

Re: Existing Quazite Boxes

Request:

There are two existing electrical Quazite boxes that will be in asphalt. Please confirm that these boxes are rated for heavy truck traffic.

ENGINEER'S RESPONSE:

The two quazite boxes in question are referred to as "small handholes". These are made of a precast polymer concrete. The "Tier 15" rating stamped into the cover is good for the following loadings:

TIER 15 Driveway, parking lot, and off-roadway applications subject to occasional non-deliberate heavy vehicular traffic	Vertical	Design Load	66.7 kN	15,000 lbs.
		Test Load	100.1 kN	22,500 lbs.
	Lateral	Design Load	38.3 kPa	800 lbs./sq. ft.
		Test Load	57.5 kPa	1,200 lbs./sq. ft.

Based on this data, these boxes are not H-20, Heavy Traffic rated. Therefore, CONTRACTOR shall provide and install two additional bollards at each box as part of the Work. The Work shall be performed per the typical detail on Contract Drawing C00-02.

WARREN COUNTY, OHIO
WATER AND SEWER DEPARTMENT

LOWER LITTLE MIAMI WWTP SEWER MAINTENANCE BUILDING

CHANGE ORDER NO. 1

ATTACHMENT 3 – SANITARY SEWER UPDATES



SEYFERTH BUILDING COMPANY

6399 Morgan Road
Ph. (513) 353-9001

Cleves, Ohio 45002
Fax (513) 353-2256

January 10, 2020

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

Attn: Kathryn Gilbert

Re: Lower Little Miami WWTP Maintenance Building
Proposal Request #1 – Sanitary Sewer Updates
Job 290

Proposal #3

Dear Kathryn,

In regards to the above referenced project, we hereby submit this no-cost change proposal to complete the sanitary sewer updates as described in Proposal Request #1. The manhole is deleted, but we need to add cleanouts and go to a deeper depth than originally bid so the costs will offset each other.

We trust the above meets with your needs.

Sincerely,



Daphne Walter
Controller

Where integrity is always at the foundation...

**WARREN COUNTY
WATER & SEWER DEPARTMENT**

CHRIS G. BRAUSCH, P.E.
COUNTY SANITARY ENGINEER

October 11, 2019

Ms. Daphne Walter
Project Manager
Seyferth Building Company
6399 Morgan Road
Cleves, OH 45002

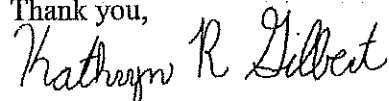
Re: Warren County Lower Little Miami WWTP Sewer Maintenance Building
Change Order Proposal No. 1

Dear Ms. Walter,

Enclosed is a Change Order proposal No. 1 titled "Sanitary Sewer Updates" for the above referenced project. Please provide a cost to perform the work associated with this change request. Please review Article 12 of the General Conditions in providing the proposed adjustment to the Contract.

Please return a proposal for this work, with backup, to this office as soon as possible. If you have any questions concerning any aspect of this change, please notify me.

Thank you,



Kathryn Gilbert
Staff Engineer
Warren County Water & Sewer Dept.

REQUEST FOR CHANGE ORDER PROPOSAL

Date: October 11, 2019

Contractor: Seyferth Building Company
6399 Morgan Road
Cleves, OH 45002

Project Name: Lower Little Miami WWTP Sewer Maintenance Building

Change Order Proposal No. 1: Sanitary Sewer Update

NOTE TO CONTRACTOR: Please submit a detailed Change Order Proposal per the General Conditions for the proposed modifications to the Contract Documents below. If acceptable, a Change Order will be issued to authorize the work. THIS IS NOT A CHANGE ORDER FOR AUTHORIZATION TO PROCEED WITH THE WORK AS DESCRIBED.

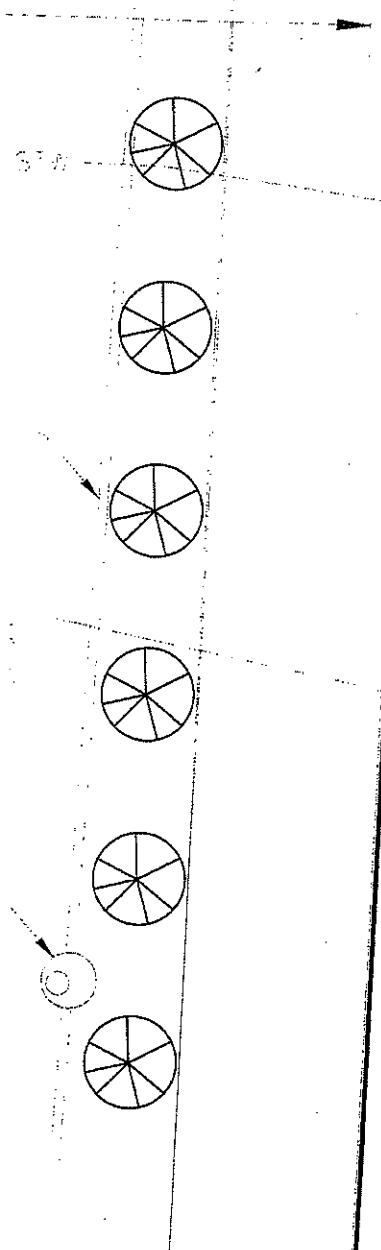
SCOPE OF WORK:

We would like to remove sanitary manhole SAN MH-3 and 8-inch sanitary and replace them with a wye and 6-inch main. The Contractor's work is shown on the attached updated Drawing C01-03,.

REASON FOR CHANGE PROPOSAL:

Per Warren County Water & Sewer Standard Details, all changes in direction in sanitary mains must occur at a manhole, changes of direction with a bend is not allowed in 8-inch and larger pipes. Changing all of the sanitary piping to 6-inch, increasing the slope of the lines, and installing cleanouts at all of the bends will bring the sanitary into compliance with Warren County Standards.

1
2
4



ASPHALT PAVEMENT

SEWER MAINTENANCE BUILDING

ASPHALT PAVEMENT

CLEANOUT

CLEANOUT

6" SAN CLEANOUT

OIL INTERCEPTOR

CONCRETE APRON

CONCRETE APRON

6" STM (TYP)

6" STM (TYP)

N=484801.24
E=1471063.14

6" TAP

SIDEWALK

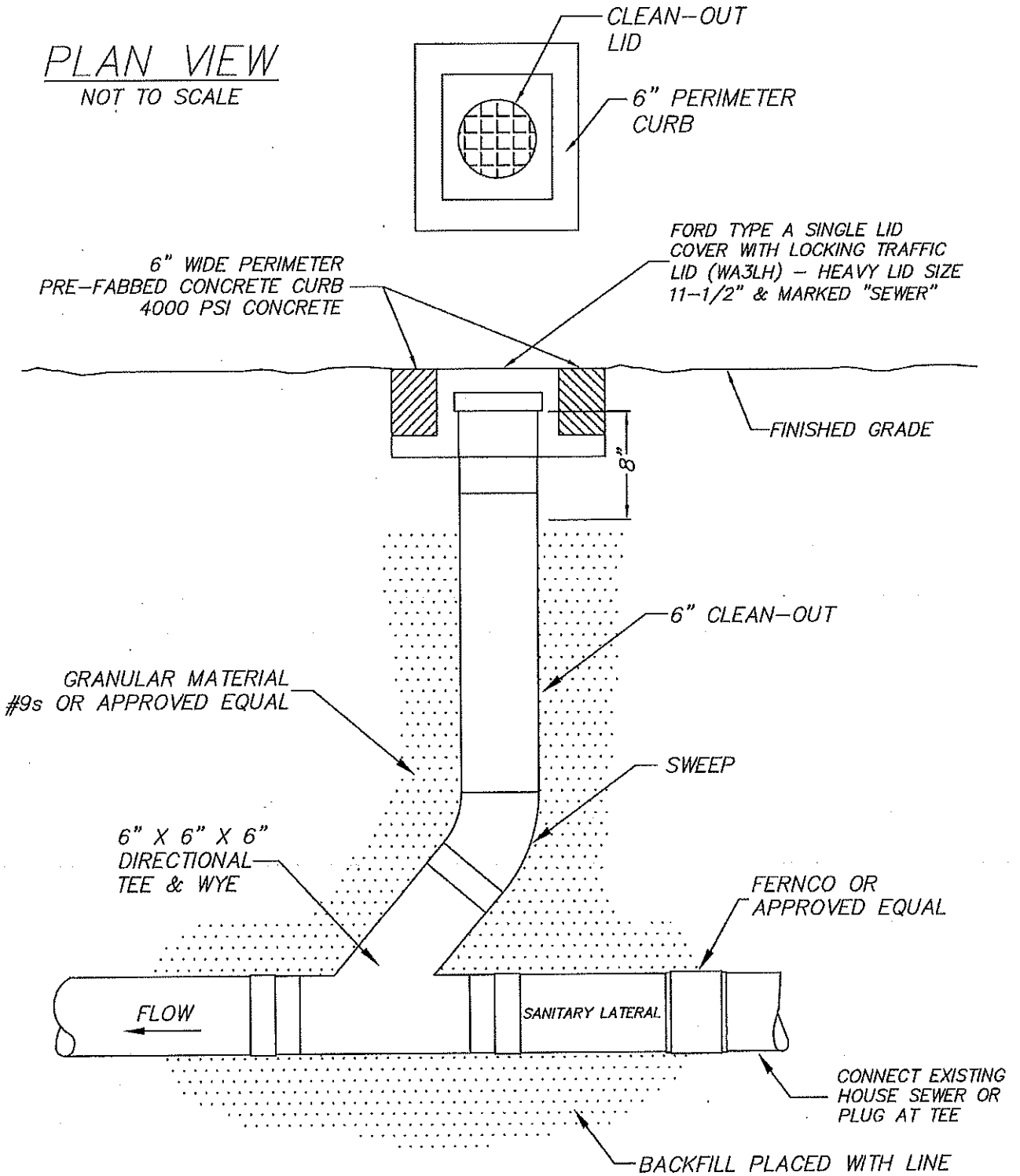
6" CTW

2" CTW

1" G

12" S.W.

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 STRUCTURE.

SANITARY CLEAN-OUT

APPROVED/REVISED

MARCH, 2018

WARREN COUNTY STANDARD DETAILS
DEPARTMENT OF WATER & SEWER

STANDARD NUMBER

S-17

WARREN COUNTY, OHIO
WATER AND SEWER DEPARTMENT

LOWER LITTLE MIAMI WWTP SEWER MAINTENANCE BUILDING

CHANGE ORDER NO. 1

ATTACHMENT 4 – CERAMIC TILE IN MEN’S RESTROOM
NORTH WALL



SEYFERTH BUILDING COMPANY

6399 Morgan Road
Ph. (513) 353-9001

Cleves, Ohio 45002
Fax (513) 353-2256

January 10, 2020

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

Attn: Kathryn Gilbert

Re: Lower Little Miami WWTP Maintenance Building
Ceramic Tile in Men's Restroom North Wall
Job 290

Proposal #4

Dear Kathryn,

In regards to the above referenced project, we hereby submit the sum of \$1,579.00 to install ceramic tile on the North wall of the Men's Restroom as per your request.

We trust the above meets with your approval. Please provide a change order if you wish us to proceed with this work.

Sincerely,



Daphne L. Walter
Controller

Where integrity is always at the foundation...



**SEYFERTH
BUILDING COMPANY**

6399 Morgan Road
Cleveland, OH 45002
Voice: (513) 353-9001
Fax: (513) 353-2256

Request For Information

RFI #: 6

Date: 11-04-2019

Number of Pages: 1

From: Daphne Walter

Project Name: Lower Little Miami WWTP Maintenance Building

Re: Wall Finishes in Restrooms / Locker rooms

Request:

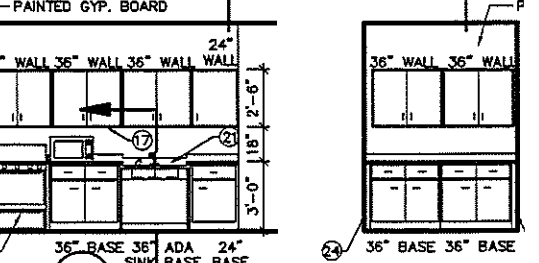
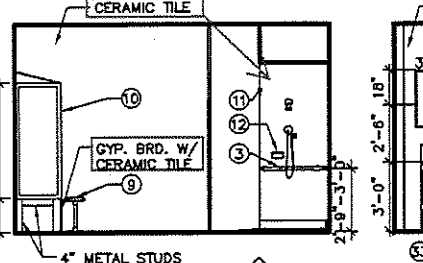
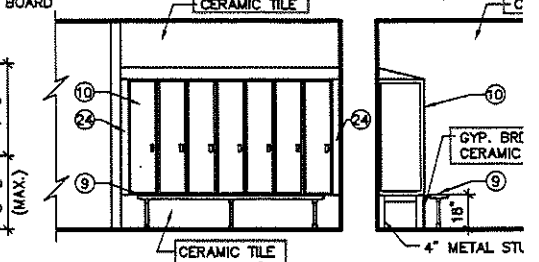
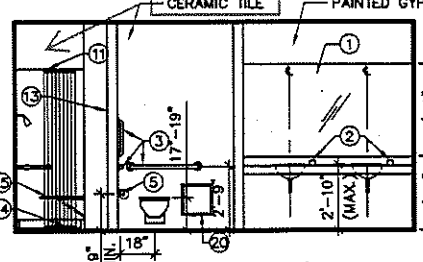
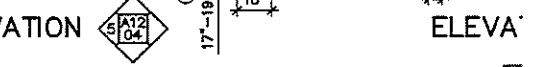
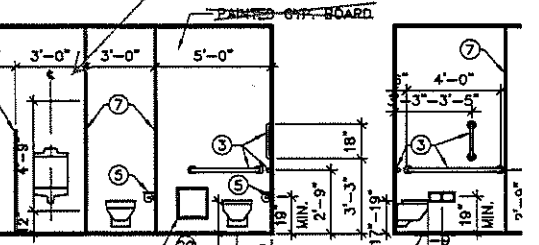
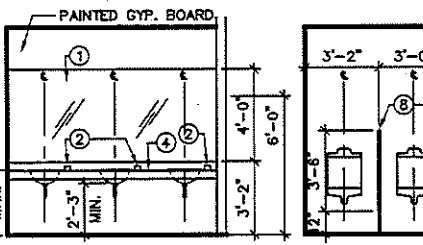
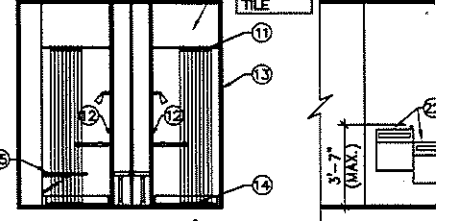
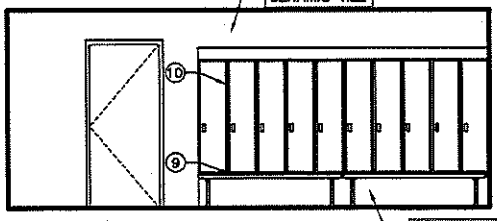
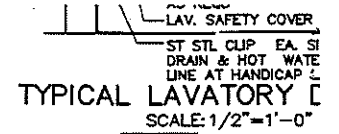
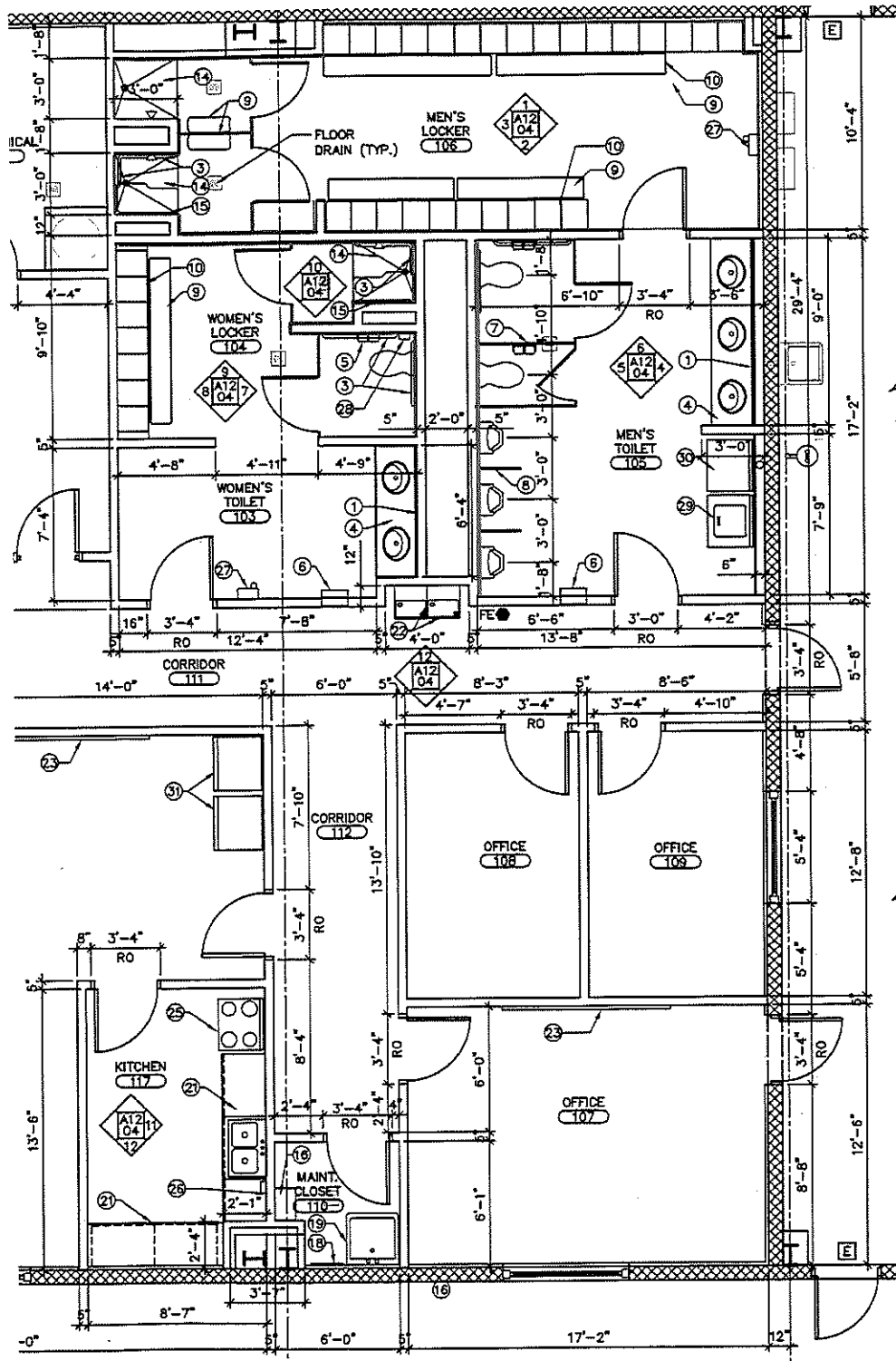
Regarding restroom and locker room wall finishes, we had based our bid on painted gypsum board walls in the restrooms and ceramic tile walls in the locker rooms as per the finish schedule. We noticed, however, that the wall-type details that are marked for those rooms show ceramic tile even where there is painted drywall called out for on the finish schedule. Please confirm that the finish schedule is correct.

Response:

The wall finish schedule (A00-01) and details (A12-04) were reviewed and no discrepancies were identified. Please see the attached A12-04 drawings highlighting the walls designated as ceramic wall tile.

However, it was noticed that the wall behind the toilets in the men's restroom is called out as painted gypsum board. The County is considering changing this wall (shown in blue on the attached A12-04 sheet) to ceramic wall tile. Please provide a price to perform the work associated with this change. Please return a proposal for this work, with backup, to me as soon as possible.

-Kathryn Gilbert 11/12/2019



Resolution

Number 20-0130

Adopted Date January 21, 2020

DETERMINING THE NECESSITY FOR A CERTAIN ROAD AND BRIDGE IMPROVEMENT PROJECT FOR PUBLIC USE WITHOUT CHARGE WHERE SPECIAL ASSESSMENTS ARE NOT TO BE LEVIED OR COLLECTED, TO BE KNOWN AS THE SHAKER ROAD BRIDGE NO. 48-3.98 REPLACEMENT PROJECT IN FRANKLIN TOWNSHIP AND OVERBROOK ROAD BRIDGE NO. 2080-0.02 REPLACEMENT PROJECT IN HAMILTON TOWNSHIP, WARREN COUNTY, OHIO

WHEREAS, in accordance with Ohio Revised Code § 5555.02, et seq., a board of county commissioners may construct a public road by laying out and building a new road, or by improving, reconstructing, or repairing any public road or part of an existing public road; and,

WHEREAS, pursuant to Ohio Revised Code § 5555.03, et seq., by resolution adopted by a majority vote and acting without regard to or the necessity for a petition, may find that the public convenience and welfare require the improvement of any public road or roads, or parts thereof, identified in such resolution in a manner provided in 5555.06 of the Revised Code and may fix the route and termini of the improvement; and, if the board determines, in such resolution or a subsequent resolution, that special assessments are not to be levied or collected to pay any part of the county's costs of the improvement, the board, in that resolution or in a subsequent resolution (including a resolution authorizing the issuance or incurrence of public obligations for the improvement) may authorize the improvement and expenditure of funds required by the county for its construction and may proceed with the improvement without regard to any other procedures required by sections 5555.03 -42; 5555.45-47; 5555.50, and 5555.81-83 of the Revised Code, except as otherwise provided; and,

WHEREAS, pursuant to Ohio Revised Code § 5555.09, et seq., if the surveys, plans, profiles, and cross sections prepared by the County Engineer and filed with the board of county commissioners show that lands will be required for the improvement, the board shall proceed in accordance with sections 163.01 to 163.22 of the Revised Code; and,

WHEREAS, in accordance with Am. Sub. S.B. 7 (127th General Assembly), certain changes to Chapter 163 of the Ohio Revised Code ["Appropriation of Property"] went into effect on October 10, 2007 that prescribes the procedural requirements by which public agencies must abide to appropriate real property for public use; and,

WHEREAS, specifically Ohio Rev. Code § 163.021 (A) provides as a prerequisite that no public agency shall appropriate real property except as necessary and for public use; and,

WHEREAS, Ohio Rev. Code § 163.021 (A) places the initial burden on the public agency to show by a preponderance of the evidence that the taking is necessary for the public use; however, in accordance with Ohio Rev. Code § 163.09 (B) (1) (a), a resolution of the public agency declaring the necessity for the appropriation creates a rebuttable presumption of the necessity for the appropriation if the public agency is not appropriating the property because it is a blighted parcel or part of a blighted area or slum; and,

WHEREAS, this Board is of the opinion that it is necessary to construct a safe, long term bridge crossing over a Branch of Simpson Creek.

NOW THEREFORE BE IT RESOLVED, the Board does hereby determine that it is necessary for public safety, convenience and welfare to obtain or acquire Right-of-Way and easements for the following projects that do not include a blighted parcel or part of a blighted area or slum, for the construction of improvements to serve the public, without charge:

Shaker Road Bridge #48-3.98 Replacement Project – Replace the existing bridge with precast concrete box culvert bridge.

Overbrook Road Bridge #2080-0.02 Replacement Project – Replace the existing bridge with precast concrete box beam bridge.

BE IT FURTHER RESOLVED, that the Board does hereby determine that special assessments are not to be levied or collected to pay any part of the county's costs of the said projects.

BE IT FURTHER RESOLVED, if the surveys, plans, profiles, and cross sections prepared by the County Engineer and filed with this Board show that lands will be required for the said project, the Board may determine in a subsequent resolution to proceed in accordance with sections 163.01 to 163.22 of the Revised Code to acquire such lands if the County Engineer is unable to acquire such lands by voluntary conveyance.

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

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

Resolution adopted this 21st day of January 2020.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Engineer (file)
Project file

Resolution

Number 20-0131

Adopted Date January 21, 2020

ENTER INTO A TEMPORARY ENTRANCE AND WORK AGREEMENT WITH SCOTT E. SCAGGS AND RACHEL L. SCAGGS FOR THE BRIDGE REPLACEMENT PROJECT ON MORROW WOODVILLE ROAD

WHEREAS, in order to improve the safety of Morrow Woodville Road a bridge replacement project is to be completed, and order to perform said work it is necessary to enter onto the property, parcel #18-07-200-014 located at 10301 Morrow Woodville Rd. Blanchester, OH 45107 which is owned by Scott E. & Rachel L. Scaggs, husband and wife; and

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

1. Remove or trim any tree, and/or brush as necessary for construction of the project.
2. Trim any tree, and/or brush as necessary for construction of the project.
3. Construct new bridge.
4. Placement of Rock Channel Protection outside of existing right of way.
5. Complete final grading of embankment and stream outside of the existing right of way.
6. Seed and straw any disturbed area upon completion of the project..

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

NOW THEREFORE BE IT RESOLVED, to enter into a Temporary Entrance and Work Agreement with Scott E. & Rachel L. Scaggs, for the Morrow Woodville Road bridge replacement project, a copy of which is attached hereto and made a part hereof, for the sum of \$1.00 as consideration thereof.

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

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

Resolution adopted this 21st day of January 2020.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: c/a—Scaggs, Scott & Rachel
Engineer (file)

TEMPORARY ENTRANCE AND WORK AGREEMENT

ARTICLES OF AGREEMENT

This agreement is entered into on the date stated below by Scott E. Scaggs and Rachel L. Scaggs, husband and wife, whose tax mailing address is 10301 Morrow Woodville Road, Blanchester, Ohio 45107 (hereinafter the "Grantors"), and the Warren County Board of County Commissioners, whose mailing address is 406 Justice Drive, Lebanon, Ohio 45036 (hereinafter the "Grantee").

Witnesseth:

In order to improve the public safety and better serve the needs of the traveling public a bridge replacement project on Morrow Woodville Road is to be completed. In order to perform the work it is necessary to enter onto property, which is owned by Grantor. The subject real estate is located on Morrow Woodville Road, Blanchester, Ohio 45107, identified as Parcel #18-07-200-014. Grantee requests permission from Grantors to enter onto the said real estate for the purpose of completing the following items of work:

1. Remove any tree, and/or brush as necessary for construction of the project.
2. Trim any tree, and/or brush as necessary for construction of the project.
3. Construct new bridge.
4. Placement of Rock Channel Protection outside of existing right-of-way.
5. Complete final grading of embankment and stream outside of the existing right-of-way.
6. Seed and straw any disturbed area upon completion of the project.

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

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

This Temporary Entrance and Work Agreement shall bind and inure to the benefit of each party hereto and their respective heirs, successors and assigns and shall terminate upon the completion of the Morrow Woodville Road Bridge #24-1.24 Replacement Project or until December 31, 2020, whichever comes first.

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IN EXECUTION WHEREOF, Scott E. Scaggs and Rachel L. Scaggs, husband and wife, the Grantors herein, have hereunto set their hands on the date stated below.

Grantors:

Signature: Scott C. Scaggs.

Printed Name: Scott Scaggs

Date: 12-23-19

Signature: Rachel L. Scaggs

Printed Name: Rachel Scaggs

Date: 12/23/19

STATE OF Oh, COUNTY OF Clinton ss.

BE IT REMEMBERED, that on this 23 day of December, 2019, before me, the subscriber, a Notary Public in and for said state, personally came an individual or individuals known or proven to me to be Scott E. Scaggs and Rachel L. Scaggs, being the **Grantors** in the foregoing Agreement, and acknowledged the signing thereof to be their voluntary act and deed.

IN TESTIMONY THEREOF, I have hereunto subscribed my name and affixed my seal on this day and year aforesaid.



DONNA M. LANSING
Notary Public, State of Ohio
My Commission Expires: Sept. 19, 2024
Recorded in Clinton County

Donna M. Lansing
Notary Public
My commission expires: 9-19-24

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IN EXECUTION WHEREOF, the Warren County Board of County Commissioners, the Grantee herein, have caused this agreement to be executed by Tom Grossmann, its Vice President on the date stated below, pursuant to Resolution Number 20-0131, dated 1/21/2020

Grantee:

Signature: [Signature]

Printed Name: Tom Grossmann

Title: Vice President

Date: 1/21/2020

STATE OF OHIO, WARREN COUNTY, ss.

BE IT REMEMBERED, that on this 21 day of January, 2020 before me, the subscriber, a Notary Public in and for said state, personally came a certain individual known or proven to me to be Tom Grossmann, Vice President of the Warren County Board of County Commissioners, being the Grantee in the foregoing Agreement, and acknowledged the signing thereof to be his voluntary act and deed, and pursuant to the Resolution authorization him to act.

IN TESTIMONY THEREOF, I have hereunto subscribed my name and affixed my seal on this 21 day and year aforesaid.



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

[Signature]

Notary Public

My commission expires: 12/26/2022

Prepared by:

DAVID P. FORNSHELL,
PROSECUTING ATTORNEY
WARREN COUNTY, OHIO

By: [Signature]

Adam Nice, Assistant Prosecutor
500 Justice Drive
Lebanon, OH 45036
Ph. (513) 695-1399
Fx. (513) 695-2962
Email: Adam.Nice@warrencountyprosecutor.com

Resolution

Number 20-0132

Adopted Date January 21, 2020

APPROVE REPLACEMENT OF BRIDGE WA 24-1.24 ON MORROW-WOODVILLE ROAD UNDER FORCE ACCOUNT

WHEREAS, there is need to replace structure WA 24-1.24 carrying Morrow-Woodville Road over Locust Creek in Hamilton Township, and

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

WHEREAS, the County Engineer's estimated cost of the portion of replacement, including labor and materials not purchased under contract as specified under Sections 5543.19 and 5575.01 of the Ohio Revised Code is \$58,472.12 and under the cap of \$100,000 for a bridge, and

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

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

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

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

Resolution adopted this 21st day of January 2020.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Engineer (file)

Force Account Project Assessment Form (Estimate)

Ohio Revised Code 117.16 requires the Auditor of State to develop a force account project assessment form to be used by each public office to estimate or report the cost of a force account project. The form shall include cost for employee salaries and benefits, any other labor costs, materials, freight, fuel, hauling, overhead expense, workers' compensation premiums, and all other items of cost and expense, including reasonable allowances for the use of all tools and equipment used on or in connection with such work and for the depreciation on the tools and equipment.

This form is to be completed as provided in Auditor of State Bulletin 2003-2004

Project Name/Number: Morrow-Woodville Road Bridge Replacement

Project Description: Replace existing bridge with a precast concrete box bridge.

The estimated time for the bridge replacement is five weeks.

Proposed Start Date: Summer 2020 Proposed End Date: Summer 2020

ESTIMATED LABOR

Description	Base Wage		Hours Worked	=	Total
Foreman	\$25.50	X	160	=	\$4,080.00
Highway Worker III	\$21.00	X	160	=	\$3,360.00
Highway Worker III	\$21.00	X	160	=	\$3,360.00
Highway Worker II	\$18.00	X	160	=	\$2,880.00
		X		=	
		X		=	
		X		=	
		X		=	
		X		=	
		X		=	
		X		=	
Total Base Wages					\$13,680.00
30 % of base wages (fringe benefits, BWC, etc.)					\$4,104.00
38 % of wages for overhead					\$6,757.92
Total Labor Estimate					\$24,541.92

ESTIMATED MATERIALS

Description	Cost per Unit		Quantity	Unit Type	=	Total
Hoe Ram Rental	\$2,500.00	X	1	Lump Sum	=	\$2,500.00
Crane Rental	\$2,500.00	X	1	Lump Sum	=	\$2,500.00
Redi Rock Wall	\$24.00	X	302	SF	=	\$7,248.00
Concrete Riprap	\$110.00	X	4	CY	=	\$440.00
RCP, Type B	\$40.00	X	18	CY	=	\$720.00
Structural Backfill	\$15.00	X	43	CY	=	\$645.00
Bedding Material	\$15.00	X	24	CY	=	\$360.00
Seed & Straw	\$1.00	X	300	SY	=	\$300.00
Asphalt Base	\$110.00	X	38	Ton	=	\$4,180.00
Guardrail	\$3.00	X	150	FT	=	\$450.00
Waterproofing	\$1.25	X	1108	SF	=	\$1,385.00
		X			=	
Base Materials						\$20,728.00
15 % of base materials for overhead						\$3,109.20
Total Materials Estimate						\$23,837.20

ESTIMATED EQUIPMENT

Each piece of equipment used in a project must be assigned an hourly rate. For equipment owned by the public entity, this rate must reflect the original purchase price of the equipment, maintenance costs, time in service, depreciation, freight, fuel, and hauling. The public office may use any generally accepted rate that reflects all of the aforementioned considerations, or it may use the statewide rates published by the Ohio Department of Transportation and updated on a quarterly basis; however, the office must use the same rate source for all equipment used in a project. Any equipment rented by the public entity must be listed in the form and reflect the rental rate.

Description	Rate per		Hours	=	Total
	Hour	X			
Track Hoe	\$75.00	X	40	=	\$3,000.00
Compactor, Roller	\$24.50	X	8	=	\$196.00
Dump Truck	\$45.00	X	24	=	\$1,080.00
Dump Truck	\$45.00	X	24	=	\$1,080.00
Pickup Truck	\$15.00	X	36	=	\$540.00
Pickup Truck	\$15.00	X	36	=	\$540.00
Gradal	\$140.00	X	20	=	\$2,800.00
Skid Steer	\$31.00	X	20	=	\$620.00
Sweeper	\$79.00	X	3	=	\$237.00
		X		=	
		X		=	
		X		=	
Total Equipment Estimate					\$10,093.00

TOTAL ESTIMATED PROJECT COST \$58,472.12 (labor + materials + equipment)

Prepared by: Dominic Brigano

Title: Assistant Bridge Engineer

Date: 12/20/2019

Resolution

Number 20-0133

Adopted Date January 21, 2020

APPROVE REPLACEMENT OF BRIDGE WA 48-3.98 ON SHAKER ROAD UNDER FORCE ACCOUNT

WHEREAS, there is need to replace structure WA 48-3.985 carrying Shaker Road over a Branch of Dicks Creek in Franklin Township, and

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

WHEREAS, the County Engineer's estimated cost of the portion of replacement, including labor and materials not purchased under contract as specified under Sections 5543.19 and 5575.01 of the Ohio Revised Code is \$87,867.85 and under the cap of \$100,000 for a bridge, and

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

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

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

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

Resolution adopted this 21st day of January 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Engineer (file)

Force Account Project Assessment Form (Estimate)

Ohio Revised Code 117.16 requires the Auditor of State to develop a force account project assessment form to be used by each public office to estimate or report the cost of a force account project. The form shall include cost for employee salaries and benefits, any other labor costs, materials, freight, fuel, hauling, overhead expense, workers' compensation premiums, and all other items of cost and expense, including reasonable allowances for the use of all tools and equipment used on or in connection with such work and for the depreciation on the tools and equipment.

This form is to be completed as provided in Auditor of State Bulletin 2003-2004

Project Name/Number: Shaker Road Bridge Replacement

Project Description: Replace existing bridge with a precast concrete box bridge.

The estimated time for the bridge replacement is five weeks.

Proposed Start Date: Summer 2020 Proposed End Date: Summer 2020

ESTIMATED LABOR

Description	Base Wage	X	Hours Worked	=	Total
Foreman	\$25.50	X	160	=	\$4,080.00
Highway Worker III	\$21.00	X	160	=	\$3,360.00
Highway Worker III	\$21.00	X	160	=	\$3,360.00
Highway Worker II	\$18.00	X	160	=	\$2,880.00
		X		=	
		X		=	
		X		=	
		X		=	
		X		=	
		X		=	
		X		=	
		X		=	
Total Base Wages					\$13,680.00
30 % of base wages (fringe benefits, BWC, etc.)					\$4,104.00
38 % of wages for overhead					\$6,757.92
Total Labor Estimate					\$24,541.92

ESTIMATED MATERIALS

Description	Cost per Unit	X	Quantity	Unit Type	=	Total
Hoe Ram Rental	\$2,500.00	X	1	Lump Sum	=	\$2,500.00
Crane Rental	\$3,000.00	X	1	Lump Sum	=	\$3,000.00
Redi Rock Wall	\$24.00	X	398	SF	=	\$9,552.00
Concrete Riprap	\$110.00	X	5	CY	=	\$550.00
RCP, Type B	\$40.00	X	27	CY	=	\$1,080.00
Structural Backfill	\$15.00	X	65	CY	=	\$975.00
Bedding Material	\$15.00	X	24	CY	=	\$360.00
Seed & Straw	\$1.00	X	620	SY	=	\$620.00
Asphalt Base	\$110.00	X	59	Ton	=	\$6,490.00
Guardrail	\$3.00	X	225	FT	=	\$675.00
Waterproofing	\$1.25	X	1270	SF	=	\$1,587.50
		X			=	
Base Materials						\$27,389.50
15 % of base materials for overhead						\$4,108.43
Total Materials Estimate						\$31,497.93

ESTIMATED EQUIPMENT

Each piece of equipment used in a project must be assigned an hourly rate. For equipment owned by the public entity, this rate must reflect the original purchase price of the equipment, maintenance costs, time in service, depreciation, freight, fuel, and hauling. The public office may use any generally accepted rate that reflects all of the aforementioned considerations, or it may use the statewide rates published by the Ohio Department of Transportation and updated on a quarterly basis; however, the office must use the same rate source for all equipment used in a project. Any equipment rented by the public entity must be listed in the form and reflect the rental rate.

Description	Rate per		Hours	=	Total
	Hour	X			
Track Hoe	\$75.00	X	40	=	\$3,000.00
Compactor, Roller	\$24.50	X	8	=	\$196.00
Dump Truck	\$45.00	X	24	=	\$1,080.00
Dump Truck	\$45.00	X	24	=	\$1,080.00
Pickup Truck	\$15.00	X	36	=	\$540.00
Pickup Truck	\$15.00	X	36	=	\$540.00
Gradal	\$140.00	X	20	=	\$2,800.00
Skid Steer	\$31.00	X	20	=	\$620.00
Sweeper	\$79.00	X	3	=	\$237.00
		X		=	
		X		=	
		X		=	
Total Equipment Estimate					\$10,093.00

TOTAL ESTIMATED PROJECT COST \$66,132.85 (labor + materials + equipment)

Prepared by: Dominic Brigano

Title: Assistant Bridge Engineer

Date: 12/20/2019

Resolution

Number 20-0134

Adopted Date January 21, 2020

APPROVE REPLACEMENT OF BRIDGE WA 43-3.35 ON MORROW-COZADDALE ROAD UNDER FORCE ACCOUNT

WHEREAS, there is need to replace structure WA 43-3.35 carrying Morrow-Cozaddale Road over Salt Run in Hamilton Township, and

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

WHEREAS, the County Engineer's estimated cost of the portion of replacement, including labor and materials not purchased under contract as specified under Sections 5543.19 and 5575.01 of the Ohio Revised Code is \$68,986.28 and under the cap of \$100,000 for a bridge, and

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


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

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

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

Resolution adopted this 21st day of January 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Engineer (file)

Force Account Project Assessment Form (Estimate)

Ohio Revised Code 117.16 requires the Auditor of State to develop a force account project assessment form to be used by each public office to estimate or report the cost of a force account project. The form shall include cost for employee salaries and benefits, any other labor costs, materials, freight, fuel, hauling, overhead expense, workers' compensation premiums, and all other items of cost and expense, including reasonable allowances for the use of all tools and equipment used on or in connection with such work and for the depreciation on the tools and equipment.

This form is to be completed as provided in Auditor of State Bulletin 2003-2004

Project Name/Number: Morrow-Cozaddale Road Bridge Replacement

Project Description: Replace existing bridge with a precast concrete box bridge.

The estimated time for the bridge replacement is five weeks.

Proposed Start Date: Summer 2020 Proposed End Date: Summer 2020

ESTIMATED LABOR

Description	Base Wage	X	Hours Worked	=	Total
Foreman	\$25.50	X	160	=	\$4,080.00
Highway Worker III	\$21.00	X	160	=	\$3,360.00
Highway Worker III	\$21.00	X	160	=	\$3,360.00
Highway Worker II	\$18.00	X	160	=	\$2,880.00
_____		X		=	
_____		X		=	
_____		X		=	
_____		X		=	
_____		X		=	
_____		X		=	
			Total Base Wages		\$13,680.00
			30 % of base wages (fringe benefits, BWC, etc.)		\$4,104.00
			38 % of wages for overhead		\$6,757.92
			Total Labor Estimate		\$24,541.92

ESTIMATED MATERIALS

Description	Cost per Unit	X	Quantity	Unit Type	=	Total
Hoe Ram Rental	\$2,500.00	X	1	Lump Sum	=	\$2,500.00
Crane Rental	\$4,000.00	X	1	Lump Sum	=	\$4,000.00
Redi Rock Wall	\$24.00	X	448	SF	=	\$10,752.00
Concrete Riprap	\$110.00	X	5.5	CY	=	\$605.00
RCP, Type B	\$40.00	X	32	CY	=	\$1,280.00
Structural Backfill	\$15.00	X	160	CY	=	\$2,400.00
Bedding Material	\$15.00	X	25	CY	=	\$375.00
Seed & Straw	\$1.00	X	320	SY	=	\$320.00
Asphalt Base	\$110.00	X	47	Ton	=	\$5,170.00
Guardrail	\$3.00	X	175	FT	=	\$525.00
Waterproofing	\$1.25	X	1555	SF	=	\$1,943.75
_____		X			=	
				Base Materials		\$29,870.75
				15 % of base materials for overhead		\$4,480.61
				Total Materials Estimate		\$34,351.36

ESTIMATED EQUIPMENT

Each piece of equipment used in a project must be assigned an hourly rate. For equipment owned by the public entity, this rate must reflect the original purchase price of the equipment, maintenance costs, time in service, depreciation, freight, fuel, and hauling. The public office may use any generally accepted rate that reflects all of the aforementioned considerations, or it may use the statewide rates published by the Ohio Department of Transportation and updated on a quarterly basis; however, the office must use the same rate source for all equipment used in a project. Any equipment rented by the public entity must be listed in the form and reflect the rental rate.

Description	Rate per Hour		Hours	=	Total
Track Hoe	\$75.00	X	40	=	\$3,000.00
Compactor, Roller	\$24.50	X	8	=	\$196.00
Dump Truck	\$45.00	X	24	=	\$1,080.00
Dump Truck	\$45.00	X	24	=	\$1,080.00
Pickup Truck	\$15.00	X	36	=	\$540.00
Pickup Truck	\$15.00	X	36	=	\$540.00
Gradal	\$140.00	X	20	=	\$2,800.00
Skid Steer	\$31.00	X	20	=	\$620.00
Sweeper	\$79.00	X	3	=	\$237.00
		X		=	
		X		=	
		X		=	
Total Equipment Estimate					\$10,093.00

TOTAL ESTIMATED PROJECT COST \$68,986.28 (labor + materials + equipment)

Prepared by: Dominic Brigano

Title: Assistant Bridge Engineer

Date: 12/20/2019

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

Resolution

Number 20-0135

Adopted Date January 21, 2020

**AUTHORIZE BOARD TO SIGN THE COUNTY HIGHWAY SYSTEM MILEAGE
CERTIFICATION**

BE IT RESOLVED, to authorize the Board to sign the Ohio Department of Transportation annual County Highway System Mileage Certification for 2019 effective January 1, 2020.

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

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

Resolution adopted this 21st day of January 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: State of Ohio
Engineer (file)



Ohio Department of Transportation

Office of Technical Services

2019 County Highway System Mileage Certification

Note: This form must be submitted to ODOT no later than April 1, 2020 or county mileage will be certified by default based on the best information available.

The total length of county maintained public roads in WARREN County

was 268.410 miles as of December 31, 2018,

as certified by the Board of County Commissioners and/or reported by the Director of Transportation in accordance with the provisions specified in Section 4501.04 of the Ohio Revised Code.

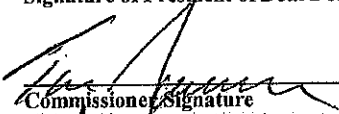
Consider all mileage changes that occurred in CY 2019 and determine the net increase or decrease in mileage. Add the net change to the 2018 certified mileage above and fill in the new total below.

We the undersigned, hereby certify that as of December 31, 2019,

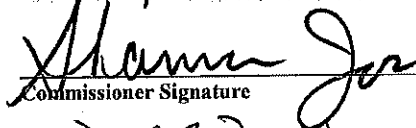
the county was responsible for maintaining 268.283 miles of public roads.

Signature of President of Board of County Commissioners

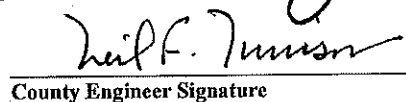
Date


Commissioner Signature

1/21/2020
Date


Commissioner Signature

1/21/2020
Date


County Engineer Signature

1/13/2020
Date

Comments:

Please return a completed, signed copy of this form along with proper documentation of any changes made to:

Ohio Department of Transportation
Office of Technical Services
Mail Stop #3210
1980 West Broad St. 2nd Floor
Columbus, Ohio 43223

Attn: Aaron Shvach (614) 466-5135 or aaron.shvach@dot.ohio.gov

Summary of 2019 ODOT Changes for Roads in WARREN County

Certified Mileage as of 01/01/2019: 268.410 Miles

Route	C		Route Name: NO LOCAL ROADS INVOLVED	Change	0.000
Reason For Change	RESOLUTION 2019-048 ANNEXATION OF 1 ACRE FROM TURTLECREEK TOWNSHIP TO THE CITY OF LEBANON. BOUNDARY CHANGE ONLY NO LOCAL ROADS INVOLVED				
Route	C 00004	A	Route Name: FIELDS-ERTEL RD	Change	-0.085
Reason For Change	RETIRE CR 4A FIELDS ERTEL ROAD FROM LOGS 0.000 TO 0.017 HALF OF THE MILEAGE WAS ELIGIBLE AS IT IS A COUNTY SPLIT ROAD SO 0.085 MILES DEDUCTED FROM COUNTY MILEAGE ROAD ALIGNMENT WAS CHANGED				
Route	C 00004	A	Route Name: FIELDS-ERTEL RD	Change	0.010
Reason For Change	OVERLAP CORRECTION 0.010 MILES ADDED TO TR4A				
Route	C 00024		Route Name: MORROW-WOODVILLE RD	Change	0.010
Reason For Change	OVERLAP CORRECTION. THE OVERLAP WITH T-52 IS 0.05, SO I ADDED 0.01 TO C-24.				
Route	C 00032		Route Name: SOCIALVILLE-FOSTERS RD	Change	0.004
Reason For Change	PID 93964 INTERCHANGE IMPROVEMENT INSTALL ROUND ABOUT FROM LOGS 3.241 TO 3.335 ADD 0.004 MILES TO ROUTE DUE TO ALIGNMENT CHANGE				
Route	C 00103		Route Name: COLES RD	Change	-0.066
Reason For Change	RESOLUTION 18-1182 ANNEXATION TO MIDDLETOWN CR 103 FROM LOGS 0.000 TO 0.066 ARE NOW WITHIN THE MUNICIPALITY OF MIDDLETOWN				
Total Changes:					-0.127

County Mileage as of 1/7/2020 : 268.283 Miles

Resolution

Number 20-0136

Adopted Date January 21, 2020

ADVERTISE FOR BIDS FOR THREE (3) NEW 2020 ½ TON EXTENDED CAB 4 X 4 PICKUP TRUCKS FOR WARREN COUNTY GARAGE

BE IT RESOLVED, to advertise for bids for Three (3) New 2020 ½ Ton Extended Cab 4 x 4 Pickup Trucks for Warren County Garage; and

BE IT FURTHER RESOLVED, to advertise said bid for one (1) week in a newspaper of general circulation and for two consecutive weeks on the County Internet Website, beginning the week of February 2, 2020; bid opening to be February 18, 2020 @ 9:00 a.m.

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

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

Resolution adopted this 21st day of January 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

LL/
cc: Garage (file)
OMB

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 20-0137

Adopted Date January 21, 2020

ACKNOWLEDGE PAYMENT OF BILLS

BE IT RESOLVED, to acknowledge payment of bills from 1/7/20, 1/9/20, 1/14/20, and 1/16/20 as attached hereto and made a part hereof.

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

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

Resolution adopted this 21st day of January 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/tao

cc: Auditor ✓

Resolution

Number 20-0138

Adopted Date January 21, 2020

APPROVE BOND REDUCTION FOR AM GROUP HOLDINGS, LLC FOR COMPLETION OF IMPROVEMENTS IN STONE VALLEY MEADOWS SITUATED IN FRANKLIN TOWNSHIP

NOW THEREFORE BE IT RESOLVED, to approve the following bond reduction upon recommendation of the Warren County Soil and Water Conservation District:

EROSION CONTROL PERFORMANCE BOND REDUCTION

Bond Number	:	N/A
Development	:	Stone Valley Meadows
Developer	:	AM Group Holdings, LLC
Township	:	Franklin
Amount	:	\$41,120.20
Surety Company	:	Old Republic Surety Company (PCN3437219)

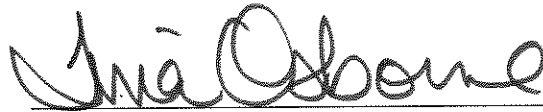
BE IT FURTHER RESOLVED, the original amount of the bond was \$48,596.60 and now after the above reduction the new required bond amount is \$7,476.40.

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

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

Resolution adopted this 21st day of January 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Developer
Surety Co.
Soil & Water (file)
Bond Agreement file

Resolution

Number 20-0139

Adopted Date January 21, 2020

ENTER INTO A SUBDIVISION PUBLIC IMPROVEMENT PERFORMANCE AND MAINTENANCE SECURITY AGREEMENT WITH SORAYA FARMS, LLC FOR INSTALLATION OF CERTAIN IMPROVEMENTS IN SORAYA FARMS, SECTION SIX SITUATED IN CLEARCREEK TOWNSHIP

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

AGREEMENT

Bond Number	:	20-005 (W/S)
Development	:	Soraya Farms, Section Six
Developer	:	Soraya Farms, LLC
Township	:	Clearcreek
Amount	:	\$10,177.20
Surety Company	:	Unity National Bank (1224210405513)

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

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

Resolution adopted this 21st day of January 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cgb

cc: Soraya Farms, LLC, 8534 Yankee Street, Dayton, Ohio 45458
Unity Nation Bank, ATTN: Commerical Loans, PO Box 913, Piqua OH 45356
Water/Sewer (file)
Bond Agreement file

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

WATER AND/OR SANITARY SEWER

Security Agreement No.

20-005 (w/s)

This Agreement made and concluded at Lebanon, Ohio, by and between SORAYA FARMS LLC
(1) (hereinafter the "Developer") and the
Warren County Board of County Commissioners, (hereinafter the "County Commissioners"), and
UNITY NATIONAL BANK, DIVISION OF THE PARK NATIONAL BANK (2) (hereinafter the "Surety").

WITNESSETH:

WHEREAS, the Developer is required to install certain improvements in SORAYA FARMS
Subdivision, Section/Phase 6 5/x (3) (hereinafter the "Subdivision") situated in
CLEARCREEK (4) Township, Warren County, Ohio, in accordance with the Warren County
Subdivision regulations (hereinafter called the "Improvements"); and,

WHEREAS, it is estimated that the total cost of the Improvements is \$101,772.00,
and that the Improvements that have yet to be completed and approved may be constructed in the sum of
\$0.00; and,

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

NOW, THEREFORE, be it agreed:

1. The Developer will provide **performance security** to the County Commissioners in the sum
of \$0.00 to secure the performance of the construction of the
uncompleted or unapproved Improvements in accordance with Warren County subdivision
regulations (hereinafter the Performance Obligation). If any sum greater than zero (0) is
inserted herein, the **minimum performance security** shall be ten percent (10%) of the total
cost of the Improvements.

2. The County Commissioners will, upon approval of the County Sanitary Engineer of all Improvements in the Subdivision, tentatively accept all Improvements.
3. The Developer shall be in default of the Performance Obligation if the construction or installation of any Improvement by the Developer is not completed within _____ years from the date of the execution of this agreement, as determined by the County Sanitary Engineer. The same shall apply whenever construction of the Improvements is not performed in accordance with the Warren County subdivision regulations.
4. The condition of the Performance Obligation shall be that whenever the Developer shall be declared by the County Commissioners to be in default, the Surety and the Developer shall, upon written notification of default by the County Commissioners to the Surety promptly make sufficient funds available to the County Commissioners to pay the cost of the completion of the construction of the uncompleted or unapproved Improvements in accordance with Warren County subdivision regulations, including any costs incurred by the County Commissioners which are incidental to the completion of the construction of the uncompleted or unapproved Improvements, including, but not limited to costs associated with publication of legal notices, preparation of such additional plans, specifications and drawings as may, in the judgment of the County Commissioners, be necessary, preparation of bid documents, etc., but not exceeding the amount set forth in Item 1 hereof. The Developer shall have the opportunity to respond in writing within two (2) weeks of receipt of notice of intent to find the Developer in default. In the case that the performance security given is in the form of a cashier's check or certified check provided directly to the County Commissioners, the County Commissioners may apply such funds as set forth herein upon notification of default to the Surety. The determination of the amount of funds to be disbursed by Surety to the County Commissioners as set forth in the aforesaid notification is final and binding upon the parties hereto. However, the foregoing shall not release Developer from any liability for any deficiency between the amount of funds disbursed and the actual costs incurred by the County Commissioners in the completion of the construction or installation of the uncompleted or unapproved Improvements and Developer expressly agrees to be liable to the County Commissioners for any such deficiency.
5. The County Commissioners, the Developer and Surety mutually agree that the Performance Obligation created herein shall continue until the completion of the installation of the Improvements in accordance with Warren County subdivision regulations and that upon the Improvements having been inspected and approved for one year maintenance, the Performance Obligation shall become null and void.
6. The Developer will provide **maintenance security** to the County Commissioners in the sum of \$10,177.20 to secure the performance of all maintenance upon the Improvements as determined to be necessary by the County Sanitary Engineer (hereinafter the Maintenance Obligation). In no event shall the sum provided for herein be less than ten percent (10%) of the estimated total cost of the Improvements as set forth above.

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

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

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

A. To the County Commissioners:

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

B. To the County Sanitary Engineer:

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

C. To the Developer:

SORAYA FARMS LLC

8534 YANKEE ST.

DAYTON, OH 45458

Ph. (937) 438 _ 3667

D. To the Surety:

UNITY NATIONAL BANK, DIVISION OF THE PARK NATIONAL BANK

ATTN: COMMERCIAL LOANS

212 N. MAIN ST., PO BOX 913

PIQUA, OH 45356

Ph. (937) 615 1069

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

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

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

Original Letter of Credit (attached) (LETTER OF CREDIT # 1224210405513)

Original Escrow Letter (attached)

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

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

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

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

17. This Agreement shall not be assignable or transferrable by the Developer or Surety to any third party or parties without the express written consent of the County Commissioners. Developer and Surety waive any successor developer or successor surety claim or defense unless the County Commissioners have executed a written consent of assignment.

18. This Agreement shall be construed under the laws of the State of Ohio. The Developer and Surety hereby stipulate to the venue for any and all claims, disputes, interpretations and litigation of any kind arising out of this Agreement, being exclusively in the Warren County, Ohio Court of Common Pleas (unless both parties mutually agree in writing to attempt to resolve by alternate dispute resolution prior to litigation), and do further waive any right to bring or remove such claims, disputes, interpretation and litigation of any kind arising out of this Agreement, in or to any other state or a federal court.

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

DEVELOPER:

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

SIGNATURE: Shery Oakes

PRINTED NAME: SHERY OAKES

TITLE: OWNER

DATE: 1-14-20

SURETY:

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

SIGNATURE: Timothy Summers

PRINTED NAME: TIMOTHY SUMMERS

TITLE: VICE PRESIDENT

DATE: 1/14/20

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Vice
IN EXECUTION WHEREOF, the Warren County Board of County Commissioners have caused this security agreement to be executed by the President of the Board, on the date stated below, pursuant to Board Resolution Number 20-0139, dated 1/21/2020.

**WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS**

SIGNATURE: *Tom Grossman*

PRINTED NAME: Tom Grossman

Vice
TITLE: President

DATE: 1/21/2020

RECOMMENDED BY:

By: *Chris W. [Signature]*
DEP. SANITARY ENGINEER

APPROVED AS TO FORM:

By: *Zerk W. [Signature]*
COUNTY PROSECUTOR

Key:

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

Unity National Bank

DIVISION OF THE PARK NATIONAL BANK

215 North Wayne Street
Piqua, Ohio 45356

UnityNationalBk.com
Phone: 937.773.0752
Fax: 937.778.0723

January 14, 2020

To the Beneficiary:
Board of Warren County Commissioners
Warren County Water and Sewer Department
406 Justice Dr.
Lebanon, Ohio 45036

Irrevocable Letter of Credit #1224210405513

To Whom It May Concern:

We hereby establish our Irrevocable Standby Letter of Credit No. 1224210405513 in your favor for the account of Soraya Farms, LLC for improvements in Soraya Farms Section 6, Water and/or Sanitary Sewer, Warren County, Ohio up to an aggregate amount of Ten Thousand One Hundred Seventy-seven and 20/100 (\$10,177.20) available by your draft(s) at sight drawn on Unity National Bank, Division of The Park National Bank, Division of The Park National Bank, P.O. Box 913, Piqua, Ohio.

Drafts to be accompanied by the following document(s):

- 1) Statement purportedly signed by an authorized signer of the Board of Warren County Commissioners stating "That the amount of the accompanying draft represents an amount due and payable as a result of the fact that Soraya Farms, LLC has defaulted in the performance of installation and maintenance of improvements within Soraya Farms, LLC, Section 6, in accordance with the Security Agreement for Water and/or Sanitary Sewer.
- 2) Original Letter of Credit and any amendments:

Draft(s) must be marked "Drawn under Unity National Bank, Division of The Park National Bank, Standby Letter of Credit No. 1224210405513."

We hereby agree with you that all draft(s) drawn under and in strict compliance with the terms of this Letter of Credit will be duly honored if presented at Unity National Bank, 212 N Main St., Piqua, Ohio 45356 not later than the expiration date of January 14, 2022, or any future expiration date.

It is a condition of this Irrevocable Letter of Credit that it shall be automatically extended without amendment for additional periods of one year from the present and each future expiration date unless not less than sixty (60) days prior to such expiration date we notify the Board of Warren County Commissioners in writing, by courier, by certified mail or registered mail at the above address, that we elect not to extend this Letter of Credit, upon receipt by you and of our notice of election not to extend this Letter of Credit, the Board of Warren County Commissioners may declare the Developer to be in default and demand immediate payment of all sums under this Letter of Credit.

"The Security Agreement reference by this Letter of Credit and all of its terms and conditions, is attached hereto, made a part hereof, and fully incorporated herein as if fully rewritten."

Except as otherwise expressly stated herein, this Letter of Credit is issued subject to the International Standby Practices of the International Chamber of Commerce. This Letter of Credit shall be deemed to be a contract made under the laws of the State of Ohio and shall, as to matters not governed by ISP98, be governed by and construed in accordance with the laws of the State of Ohio, other than its conflict of laws rules, which would result in the application of the law of any jurisdiction other than the laws of the State of Ohio.

Sincerely,

Unity National Bank, Division of The Park National Bank

A handwritten signature in black ink, appearing to read "Timothy Summers", with a stylized flourish at the end.

Timothy Summers
Commercial Lender

Resolution

Number 20-0140

Adopted Date January 21, 2020

ENTER INTO STREET AND APPURTENANCES (INCLUDING SIDEWALKS) SECURITY AGREEMENT WITH SORAYA FARMS, LLC, FOR INSTALLATION OF CERTAIN IMPROVEMENTS IN SORAYA FARMS, SECTION SIX SITUATED IN CLEARCREEK TOWNSHIP

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

SECURITY AGREEMENT

Bond Number	:	20-005 (P/S)
Development	:	Soraya Farms Section Six
Developer	:	Soraya Farms, LLC
Township	:	Clearcreek
Amount	:	\$55,030.22
Surety Company	:	Unity National Bank, (1224210405535)

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

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

Resolution adopted this 21st day of January 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

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

**STREETS AND APPURTENANCES
(including Sidewalks)**

Security Agreement No.

20-005 (P/S)

This Agreement made and concluded at Lebanon, Ohio, by and between SORAYA FARMS LLC (1) (hereinafter the "Developer") and the Warren County Board of County Commissioners, (hereinafter the "County Commissioners"), and UNITY NATIONAL BANK, DIVISION OF THE PARK NATIONAL BANK (2) (hereinafter the "Surety").

WITNESSETH:

WHEREAS, the Developer is required to install certain improvements in SORAYA FARMS Subdivision, Section/Phase SIX (3) (hereinafter the "Subdivision") situated in CLEARCREEK (4) Township, Warren County, Ohio, in accordance with the Warren County Subdivision regulations (hereinafter called the "Improvements"); and,

WHEREAS, it is estimated that the total cost of the Improvements is \$275,151.11, and that the Improvements that have yet to be completed and approved may be constructed in the sum of \$41,809.03; and,

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

NOW, THEREFORE, be it agreed:

1. The Developer will provide **performance security** to the County Commissioners in the sum of \$55,030.22 to secure the performance of the construction of the uncompleted or unapproved Improvements in accordance with Warren County subdivision regulations (hereinafter the Performance Obligation). If any sum greater than zero (0) is inserted herein, the **minimum performance security** shall be twenty percent (20%) of the total cost of the Improvements.

2. The County Commissioners will, upon approval of the County Engineer of all Improvements in the Subdivision, tentatively accept all Improvements.
3. The Developer shall be in default of the Performance Obligation if the construction or installation of any Improvement by the Developer is not completed within 2 years from the date of the execution of this agreement, as determined by the County Engineer. The same shall apply whenever construction of the Improvements is not performed in accordance with the Warren County subdivision regulations.
4. The condition of the Performance Obligation shall be that whenever the Developer shall be declared by the County Commissioners to be in default, the Surety and the Developer shall, upon written notification of default by the County Commissioners to the Surety promptly make sufficient funds available to the County Commissioners to pay the cost of the completion of the construction of the uncompleted or unapproved Improvements in accordance with Warren County subdivision regulations, including any costs incurred by the County Commissioners which are incidental to the completion of the construction of the uncompleted or unapproved Improvements, including, but not limited to costs associated with publication of legal notices, preparation of such additional plans, specifications and drawings as may, in the judgment of the County Commissioners, be necessary, preparation of bid documents, etc., but not exceeding the amount set forth in Item 1 hereof. The Developer shall have the opportunity to respond in writing within two (2) weeks of receipt of notice of intent to find the Developer in default. In the case that the performance security given is in the form of a cashier's check or certified check provided directly to the County Commissioners, the County Commissioners may apply such funds as set forth herein upon notification of default to the Surety. The determination of the amount of funds to be disbursed by Surety to the County Commissioners as set forth in the aforesaid notification is final and binding upon the parties hereto. However, the foregoing shall not release Developer from any liability for any deficiency between the amount of funds disbursed and the actual costs incurred by the County Commissioners in the completion of the construction or installation of the uncompleted or unapproved Improvements and Developer expressly agrees to be liable to the County Commissioners for any such deficiency.
5. **The County Commissioners, the Developer and Surety mutually agree that the Performance Obligation created herein shall continue until the completion of the installation of the Improvements in accordance with Warren County subdivision regulations and that upon the Improvements having been inspected and approved for two years maintenance, the Performance Obligation shall become null and void after the Developer posts the maintenance security provided for herein.**
6. The Developer will provide **maintenance security** to the County Commissioners in the sum of \$55,030.22 to secure the performance of all maintenance upon the Improvements as determined to be necessary by the County Engineer (hereinafter the Maintenance Obligation). In no event shall the sum provided for herein be less than twenty percent (20%) of the estimated total cost of the Improvements as set forth above.

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

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

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

A. To the County Commissioners:

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

B. To the County Engineer:

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

C. To the Developer:

SORAYA FARMS LLC
8534 YANKEE ST.
DAYTON, OH 45458
Ph. (937) 438 -3667

D. To the Surety:

UNITY NATIONAL BANK, DIVISION OF THE PARK NATIONAL BANK

ATTN: COMMERCIAL LOANS

212 N. MAIN ST., PO BOX 913

PIQUA, OH 45356

Ph. (937) 615 - 1069

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

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

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

Original Letter of Credit (attached) (LETTER OF CREDIT # 1224210405535)

Original Escrow Letter (attached)

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

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

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

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

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

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

DEVELOPER:

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

SIGNATURE: Shery Oakes

PRINTED NAME: SHERY OAKES

TITLE: OWNER

DATE: 1-14-20

SURETY:

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

SIGNATURE: Timothy Summers

PRINTED NAME: TIMOTHY SUMMERS

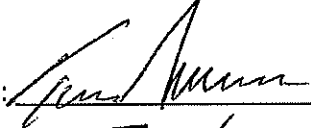
TITLE: VICE PRESIDENT

DATE: 1/14/20

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^{Vice}
IN EXECUTION WHEREOF, the Warren County Board of County Commissioners have caused this security agreement to be executed by the President of the Board, on the date stated below, pursuant to Board Resolution Number 20-0140, dated 1/21/2020

**WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS**

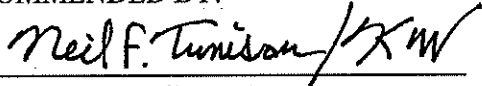
SIGNATURE: 

PRINTED NAME: Tom Grossmann

^{Vice}
TITLE: President

DATE: 1/21/2020

RECOMMENDED BY:

By: 
COUNTY ENGINEER

APPROVED AS TO FORM:

By: 
COUNTY PROSECUTOR

Key:

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

Unity National Bank

DIVISION OF THE PARK NATIONAL BANK

215 North Wayne Street
Piqua, Ohio 45356

UnityNationalBk.com
Phone: 937.773.0752
Fax: 937.778.0723

January 14, 2020

To the Beneficiary:
Board of Warren County Commissioners
Warren County Engineer
Warren County Administrator
406 Justice Dr.
Lebanon, Ohio 45036

Irrevocable Letter of Credit #1224210405535

Dear Warren County Administrator:

We hereby establish our Irrevocable Standby Letter of Credit No. 1224210405535 in your favor for the account of Soraya Farms, LLC for improvements in Soraya Farms Subdivision, Section 6, situated in in Clearcreek Township, Warren County, Ohio, such as Streets, Sidewalks and Appurtenances, Warren County, Ohio, up to an aggregate amount of Fifty-five Thousand Thirty Dollars and 22/100 (\$55,030.22) available by your draft(s) at sight drawn on Unity National Bank, Division of The Park National Bank.

Drafts to be accompanied by the following document(s):

- 1) Statement purportedly signed by an authorized signer of the Board of Warren County Commissioners stating "That the amount of the accompanying draft represents an amount due and payable as a result of the fact that Soraya Farms, LLC has defaulted in the performance of installation and maintenance of improvements within Soraya Farms, Section "6" of Soraya Farms LLC residential subdivision, in accordance with the Security Agreement for Streets and Appurtenances.
- 2) Original Letter of Credit and any amendments:

Draft(s) must be marked "Drawn under Unity National Bank, Division of The Park National Bank, Standby Letter of Credit No. 1224210405535."

We hereby agree with you that all draft(s) drawn under and in strict compliance with the terms of this Letter of Credit will be duly honored if presented at Unity National Bank, 212 N Main St., Piqua, Ohio 45356 not later than the expiration date of January 14, 2022, or any future expiration date.

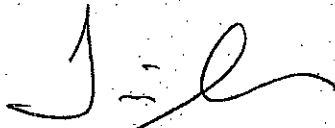
It is a condition of this Irrevocable Letter of Credit that it shall be automatically extended without amendment for additional periods of one year from the present and each future expiration date unless not less than sixty (60) days prior to such expiration date we notify The Warren County Administrator in writing, by courier, by certified mail or registered mail at the above address, that we elect not to extend this Letter of Credit, upon receipt by you and of our notice of election not to extend this Letter of Credit, the Board of Warren County Commissioners may declare the Developer to be in default and demand immediate payment of all sums under this Letter of Credit.

"The Security Agreement reference by this Letter of Credit and all of its terms and conditions, is attached hereto, made a part hereof, and fully incorporated herein as if fully rewritten."

Except as otherwise expressly stated herein, this Letter of Credit is issued subject to the International Standby Practices of the International Chamber of Commerce. This Letter of Credit shall be deemed to be a contract made under the laws of the State of Ohio and shall as to matters not governed by ISP98, be governed by and construed in accordance with the laws of the State of Ohio, other than its conflict of laws rules, which would result in the application of the law of any jurisdiction other than the laws of the State of Ohio.

Sincerely,

Unity National Bank, Division of The Park National Bank

A handwritten signature in black ink, appearing to read 'T. Summers', with a long horizontal flourish extending to the right.

Timothy Summers
Commercial Lender

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

Resolution

Number 20-0141

Adopted Date January 21, 2020

ENTER INTO A SUBDIVISION PUBLIC IMPROVEMENT PERFORMANCE AND MAINTENANCE SECURITY AGREEMENT WITH SORAYA FARMS, LLC FOR INSTALLATION OF CERTAIN IMPROVEMENTS IN SORAYA FARMS, SECTION SEVEN SITUATED IN CLEARCREEK TOWNSHIP

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

AGREEMENT

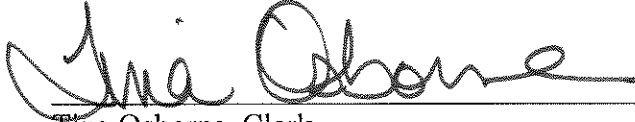
Bond Number	:	20-006 (W/S)
Development	:	Soraya Farms, Section Seven
Developer	:	Soraya Farms, LLC
Township	:	Clearcreek
Amount	:	\$10,516.45
Surety Company	:	Unity National Bank (1224210405524)

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

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

Resolution adopted this 21st day of January 2020.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cgb

cc: Soraya Farms, LLC, 8534 Yankee Street, Dayton, Ohio 45458
Unity Nation Bank, ATTN: Commerical Loans, PO Box 913, Piqua OH 45356
Water/Sewer (file)
Bond Agreement file

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

WATER AND/OR SANITARY SEWER

Security Agreement No.

20-006 (w/s)

This Agreement made and concluded at Lebanon, Ohio, by and between SORAYA FARMS LLC
(1) (hereinafter the "Developer") and the
Warren County Board of County Commissioners, (hereinafter the "County Commissioners"), and
UNITY NATIONAL BANK, DIVISION OF THE PARK NATIONAL BANK (2) (hereinafter the "Surety").

WITNESSETH:

WHEREAS, the Developer is required to install certain improvements in SORAYA FARMS
Subdivision, Section ^{Section} Phase 7 SEVEN (3) (hereinafter the "Subdivision") situated in
CLEARCREEK (4) Township, Warren County, Ohio, in accordance with the Warren County
Subdivision regulations (hereinafter called the "Improvements"); and,

WHEREAS, it is estimated that the total cost of the Improvements is \$105,164.50,
and that the Improvements that have yet to be completed and approved may be constructed in the sum of
\$0.00; and,

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

NOW, THEREFORE, be it agreed:

1. The Developer will provide **performance security** to the County Commissioners in the sum
of \$0.00 to secure the performance of the construction of the
uncompleted or unapproved Improvements in accordance with Warren County subdivision
regulations (hereinafter the Performance Obligation). If any sum greater than zero (0) is
inserted herein, the **minimum performance security** shall be ten percent (10%) of the total
cost of the Improvements.

2. The County Commissioners will, upon approval of the County Sanitary Engineer of all Improvements in the Subdivision, tentatively accept all Improvements.
3. The Developer shall be in default of the Performance Obligation if the construction or installation of any Improvement by the Developer is not completed within _____ years from the date of the execution of this agreement, as determined by the County Sanitary Engineer. The same shall apply whenever construction of the Improvements is not performed in accordance with the Warren County subdivision regulations.
4. The condition of the Performance Obligation shall be that whenever the Developer shall be declared by the County Commissioners to be in default, the Surety and the Developer shall, upon written notification of default by the County Commissioners to the Surety promptly make sufficient funds available to the County Commissioners to pay the cost of the completion of the construction of the uncompleted or unapproved Improvements in accordance with Warren County subdivision regulations, including any costs incurred by the County Commissioners which are incidental to the completion of the construction of the uncompleted or unapproved Improvements, including, but not limited to costs associated with publication of legal notices, preparation of such additional plans, specifications and drawings as may, in the judgment of the County Commissioners, be necessary, preparation of bid documents, etc., but not exceeding the amount set forth in Item 1 hereof. The Developer shall have the opportunity to respond in writing within two (2) weeks of receipt of notice of intent to find the Developer in default. In the case that the performance security given is in the form of a cashier's check or certified check provided directly to the County Commissioners, the County Commissioners may apply such funds as set forth herein upon notification of default to the Surety. The determination of the amount of funds to be disbursed by Surety to the County Commissioners as set forth in the aforesaid notification is final and binding upon the parties hereto. However, the foregoing shall not release Developer from any liability for any deficiency between the amount of funds disbursed and the actual costs incurred by the County Commissioners in the completion of the construction or installation of the uncompleted or unapproved Improvements and Developer expressly agrees to be liable to the County Commissioners for any such deficiency.
5. The County Commissioners, the Developer and Surety mutually agree that the Performance Obligation created herein shall continue until the completion of the installation of the Improvements in accordance with Warren County subdivision regulations and that upon the Improvements having been inspected and approved for one year maintenance, the Performance Obligation shall become null and void.
6. The Developer will provide **maintenance security** to the County Commissioners in the sum of \$10,516.45 to secure the performance of all maintenance upon the Improvements as determined to be necessary by the County Sanitary Engineer (hereinafter the Maintenance Obligation). In no event shall the sum provided for herein be less than ten percent (10%) of the estimated total cost of the Improvements as set forth above.

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

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

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

A. To the County Commissioners:

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

B. To the County Sanitary Engineer:

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

C. To the Developer:

SORAYA FARMS LLC

8534 YANKEE ST.

DAYTON, OH 45458

Ph. (937) 438 - 3667

D. To the Surety:

UNITY NATIONAL BANK, DIVISION OF THE PARK NATIONAL BANK

ATTN: COMMERCIAL LOANS

212 N. MAIN ST., PO BOX 913

PIQUA, OH 45356

Ph. (937) 615 _1047

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

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

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

Original Letter of Credit (attached) (LETTER OF CREDIT # 1224210705524)

Original Escrow Letter (attached)

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

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

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

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

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

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

DEVELOPER:

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

SIGNATURE: Shery Oakes

PRINTED NAME: SHERY OAKES

TITLE: OWNER

DATE: 1-~~20~~¹⁴-20

SURETY:

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

SIGNATURE: Timothy Summers

PRINTED NAME: TIMOTHY SUMMERS

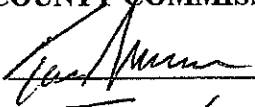
TITLE: VICE PRESIDENT

DATE: 1/14/20

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IN EXECUTION WHEREOF, the Warren County Board of County Commissioners have caused this security agreement to be executed by the President of the Board, on the date stated below, pursuant to Board Resolution Number 20-0141, dated 1/21/2020

**WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS**

SIGNATURE: 

PRINTED NAME: Tom Grossmann

TITLE: Vice President

DATE: 1/21/2020

RECOMMENDED BY:

By: 
SANITARY ENGINEER

APPROVED AS TO FORM:

By: 
COUNTY PROSECUTOR

Key:

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



215 North Wayne Street
Piqua, Ohio 45356
UnityNationalBk.com
Phone: 937.773.0752
Fax: 937.778.0723

January 14, 2020

To the Beneficiary:
Board of Warren County Commissioners
Warren County Water and Sewer Department
406 Justice Dr.
Lebanon, Ohio 45036

Irrevocable Letter of Credit #1224210405524

To Whom it May Concern:

We hereby establish our Irrevocable Standby Letter of Credit No. 1224210405524 in your favor for the account of Soraya Farms, LLC for improvements in Soraya Farms Section 7, Water and/or Sanitary Sewer, Warren County, Ohio up to an aggregate amount of Ten Thousand Five Hundred Sixteen and 45/100 (\$10,516.45) available by your draft(s) at sight drawn on Unity National Bank, Division of The Park National Bank, Division of The Park National Bank, P. O. Box 913, Piqua, Ohio.

Drafts to be accompanied by the following document(s):

- 1) Statement purportedly signed by an authorized signer of the Board of Warren County Commissioners stating "That the amount of the accompanying draft represents an amount due and payable as a result of the fact that Soraya Farms, LLC has defaulted in the performance of installation and maintenance of improvements within Soraya Farms, LLC, Section 7, in accordance with the Security Agreement for Water and/or Sanitary Sewer."
- 2) Original Letter of Credit and any amendments:

Draft(s) must be marked "Drawn under Unity National Bank, Division of The Park National Bank, Standby Letter of Credit No. 1224210405524."

We hereby agree with you that all draft(s) drawn under and in strict compliance with the terms of this Letter of Credit will be duly honored if presented at Unity National Bank, 212 N Main St., Piqua, Ohio 45356 not later than the expiration date of January 14, 2022, or any future expiration date.

It is a condition of this Irrevocable Letter of Credit that it shall be automatically extended without amendment for additional periods of one year from the present and each future expiration date unless not less than sixty (60) days prior to such expiration date we notify the Board of Warren County Commissioners in writing, by courier, by certified mail or registered mail at the above address, that we elect not to extend this Letter of Credit, upon receipt by you and of our notice of election not to extend this Letter of Credit, the Board of Warren County Commissioners may declare the Developer to be in default and demand immediate payment of all sums under this Letter of Credit.

"The Security Agreement reference by this Letter of Credit and all of its terms and conditions, is attached hereto, made a part hereof, and fully incorporated herein as if fully rewritten."

Except as otherwise expressly stated herein, this Letter of Credit is issued subject to the International Standby Practices of the International Chamber of Commerce. This Letter of Credit shall be deemed to be a contract made under the laws of the State of Ohio and shall, as to matters not governed by ISP98, be governed by and construed in accordance with the laws of the State of Ohio, other than its conflict of laws rules, which would result in the application of the law of any jurisdiction other than the laws of the State of Ohio.

Sincerely,

Unity National Bank, Division of The Park National Bank

A handwritten signature in black ink, appearing to read "T. Summers", written in a cursive style.

Timothy Summers
Commercial Lender

Resolution

Number 20-0142

Adopted Date January 21, 2020

ENTER INTO STREET AND APPURTENANCES (INCLUDING SIDEWALKS) SECURITY AGREEMENT WITH SORAYA FARMS, LLC, FOR INSTALLATION OF CERTAIN IMPROVEMENTS IN SORAYA FARMS, SECTION SEVEN SITUATED IN CLEARCREEK TOWNSHIP

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

SECURITY AGREEMENT

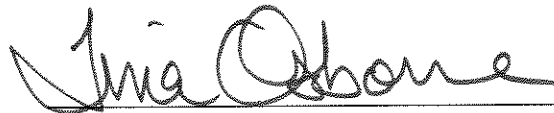
Bond Number	:	20-006 (P/S)
Development	:	Soraya Farms Section Seven
Developer	:	Soraya Farms, LLC
Township	:	Clearcreek
Amount	:	\$74,583.38
Surety Company	:	Unity National Bank, (1224210405546)

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

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

Resolution adopted this 21st day of January 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

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

**STREETS AND APPURTENANCES
(including Sidewalks)**

Security Agreement No.

20-006 (P/S)

This Agreement made and concluded at Lebanon, Ohio, by and between SORAYA FARMS LLC (1) (hereinafter the "Developer") and the Warren County Board of County Commissioners, (hereinafter the "County Commissioners"), and UNITY NATIONAL BANK, DIVISION OF THE PARK NATIONAL BANK (2) (hereinafter the "Surety").

WITNESSETH:

WHEREAS, the Developer is required to install certain improvements in SORAYA FARMS Subdivision, Section/Phase SEVEN (3) (hereinafter the "Subdivision") situated in CLEARCREEK (4) Township, Warren County, Ohio, in accordance with the Warren County Subdivision regulations (hereinafter called the "Improvements"); and,

WHEREAS, it is estimated that the total cost of the Improvements is \$353,806.68, and that the Improvements that have yet to be completed and approved may be constructed in the sum of \$57,371.83; and,

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

NOW, THEREFORE, be it agreed:

1. The Developer will provide **performance security** to the County Commissioners in the sum of \$74,583.38 to secure the performance of the construction of the uncompleted or unapproved Improvements in accordance with Warren County subdivision regulations (hereinafter the Performance Obligation). If any sum greater than zero (0) is inserted herein, the **minimum performance security** shall be twenty percent (20%) of the total cost of the Improvements.

2. The County Commissioners will, upon approval of the County Engineer of all Improvements in the Subdivision, tentatively accept all Improvements.
3. The Developer shall be in default of the Performance Obligation if the construction or installation of any Improvement by the Developer is not completed within 2 years from the date of the execution of this agreement, as determined by the County Engineer. The same shall apply whenever construction of the Improvements is not performed in accordance with the Warren County subdivision regulations.
4. The condition of the Performance Obligation shall be that whenever the Developer shall be declared by the County Commissioners to be in default, the Surety and the Developer shall, upon written notification of default by the County Commissioners to the Surety promptly make sufficient funds available to the County Commissioners to pay the cost of the completion of the construction of the uncompleted or unapproved Improvements in accordance with Warren County subdivision regulations, including any costs incurred by the County Commissioners which are incidental to the completion of the construction of the uncompleted or unapproved Improvements, including, but not limited to costs associated with publication of legal notices, preparation of such additional plans, specifications and drawings as may, in the judgment of the County Commissioners, be necessary, preparation of bid documents, etc., but not exceeding the amount set forth in Item 1 hereof. The Developer shall have the opportunity to respond in writing within two (2) weeks of receipt of notice of intent to find the Developer in default. In the case that the performance security given is in the form of a cashier's check or certified check provided directly to the County Commissioners, the County Commissioners may apply such funds as set forth herein upon notification of default to the Surety. The determination of the amount of funds to be disbursed by Surety to the County Commissioners as set forth in the aforesaid notification is final and binding upon the parties hereto. However, the foregoing shall not release Developer from any liability for any deficiency between the amount of funds disbursed and the actual costs incurred by the County Commissioners in the completion of the construction or installation of the uncompleted or unapproved Improvements and Developer expressly agrees to be liable to the County Commissioners for any such deficiency.
5. **The County Commissioners, the Developer and Surety mutually agree that the Performance Obligation created herein shall continue until the completion of the installation of the Improvements in accordance with Warren County subdivision regulations and that upon the Improvements having been inspected and approved for two years maintenance, the Performance Obligation shall become null and void after the Developer posts the maintenance security provided for herein.**
6. The Developer will provide **maintenance security** to the County Commissioners in the sum of \$70,761.34 to secure the performance of all maintenance upon the Improvements as determined to be necessary by the County Engineer (hereinafter the Maintenance Obligation). In no event shall the sum provided for herein be less than twenty percent (20%) of the estimated total cost of the Improvements as set forth above.

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

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

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

A. To the County Commissioners:

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

B. To the County Engineer:

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

C. To the Developer:

SORAYA FARMS LLC

8534 YANKEE ST.

DAYTON, OH 45458

Ph. (937) 438 _3667

D. To the Surety:

UNITY NATIONAL BANK, DIVISION OF THE PARK NATIONAL BANK

ATTN: COMMERCIAL LOANS

212 N. MAIN ST., PO BOX 913

PIQUA, OH 45356

Ph. (937) 615 - 1047

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

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

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

Original Letter of Credit (attached) (LETTER OF CREDIT # 1224210405546)

Original Escrow Letter (attached)

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

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

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

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

17. This Agreement shall not be assignable or transferrable by the Developer or Surety to any third party or parties without the express written consent of the County Commissioners. Developer and Surety waive any successor developer or successor surety claim or defense unless the County Commissioners have executed a written consent of assignment.

18. This Agreement shall be construed under the laws of the State of Ohio. The Developer and Surety hereby stipulate to the venue for any and all claims, disputes, interpretations and litigation of any kind arising out of this Agreement, being exclusively in the Warren County, Ohio Court of Common Pleas (unless both parties mutually agree in writing to attempt to resolve by alternate dispute resolution prior to litigation), and do further waive any right to bring or remove such claims, disputes, interpretation and litigation of any kind arising out of this Agreement, in or to any other state or a federal court.

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

DEVELOPER:

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

SIGNATURE: Shery Oakes

PRINTED NAME: SHERY OAKES

TITLE: OWNER

DATE: 1-14-20

SURETY:

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

SIGNATURE: Timothy Summers

PRINTED NAME: TIMOTHY SUMMERS

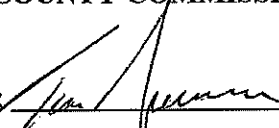
TITLE: VICE PRESIDENT

DATE: 1-14-2020

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^{Vice}
IN EXECUTION WHEREOF, the Warren County Board of County Commissioners have caused this security agreement to be executed by the President of the Board, on the date stated below, pursuant to Board Resolution Number 20-0142, dated 1/21/2020.

**WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS**

SIGNATURE: 

PRINTED NAME: Tom Grossmann

^{Vice}
TITLE: President

DATE: 1/21/2020

RECOMMENDED BY:

By: 
COUNTY ENGINEER

APPROVED AS TO FORM:

By: 
COUNTY PROSECUTOR

Key:

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



DIVISION OF THE PARK NATIONAL BANK

215 North Wayne Street
Piqua, Ohio 45356

UnityNationalBk.com
Phone: 937.773.0752
Fax: 937.778.0723

January 14, 2020

To the Beneficiary:
Board of Warren County Commissioners
Warren County Engineer
Warren County Administrator
406 Justice Dr.
Lebanon, Ohio 45036

Irrevocable Letter of Credit #1224210405546

Dear Warren County Administrator:

We hereby establish our Irrevocable Standby Letter of Credit No. 1224210405546 in your favor for the account of Soraya Farms, LLC for improvements in Soraya Farms Subdivision, Section 7, situated in in Clearcreek Township, Warren County, Ohio, such as Streets, Sidewalks and Appurtenances, Warren County, Ohio, up to an aggregate amount of Seventy-Four Thousand Five Hundred Eighty-three and 38/100 (\$74,583.38) available by your draft(s) at sight drawn on Unity National Bank, Division of The Park National Bank.

Drafts to be accompanied by the following document(s):

- 1) Statement purportedly signed by an authorized signer of the Board of Warren County Commissioners stating "That the amount of the accompanying draft represents an amount due and payable as a result of the fact that Soraya Farms, LLC has defaulted in the performance of installation and maintenance of improvements within Soraya Farms, Section "7" of Soraya Farms LLC residential subdivision, in accordance with the Security Agreement for Streets and Appurtenances.
- 2) Original Letter of Credit and any amendments:

Draft(s) must be marked "Drawn under Unity National Bank, Division of The Park National Bank, Standby Letter of Credit No. 1224210405546."

We hereby agree with you that all draft(s) drawn under and in strict compliance with the terms of this Letter of Credit will be duly honored if presented at Unity National Bank, 212 N Main St., Piqua, Ohio 45356 not later than the expiration date of January 14, 2022, or any future expiration date.

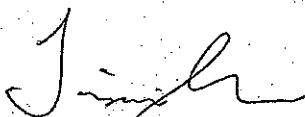
It is a condition of this Irrevocable Letter of Credit that it shall be automatically extended without amendment for additional periods of one year from the present and each future expiration date unless not less than sixty (60) days prior to such expiration date we notify The Warren County Administrator in writing, by courier, by certified mail or registered mail at the above address, that we elect not to extend this Letter of Credit, upon receipt by you and of our notice of election not to extend this Letter of Credit, the Board of Warren County Commissioners may declare the Developer to be in default and demand immediate payment of all sums under this Letter of Credit.

"The Security Agreement reference by this Letter of Credit and all of its terms and conditions, is attached hereto, made a part hereof, and fully incorporated herein as if fully rewritten."

Except as otherwise expressly stated herein, this Letter of Credit is issued subject to the International Standby Practices of the International Chamber of Commerce. This Letter of Credit shall be deemed to be a contract made under the laws of the State of Ohio and shall as to matters not governed by ISP98, be governed by and construed in accordance with the laws of the State of Ohio, other than its conflict of laws rules, which would result in the application of the law of any jurisdiction other than the laws of the State of Ohio.

Sincerely,

Unity National Bank, Division of The Park National Bank

A handwritten signature in black ink, appearing to read "Timothy Summers", written in a cursive style.

Timothy Summers
Commercial Lender

Resolution

Number 20-0143

Adopted Date January 21, 2020

APPROVE VARIOUS RECORD PLATS

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

- Soraya Farms Subdivision Section Six – Clearcreek Township
- Soraya Farms Subdivision Section Seven – Clearcreek Township

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

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

Resolution adopted this 21st day of January 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Plat File
RPC

Resolution

Number 20-0144

Adopted Date January 21, 2020

APPROVE A CASH ADVANCE FROM THE COUNTY MOTOR VEHICLE FUND #2202 INTO THE FIELDS ERTEL ROAD IMPROVEMENT PROJECT FUND #4454.

WHEREAS, Neil Tunison, Warren County Engineer and appointing authority for the Fields Ertel Road Improvement Project has requested a cash advance until monies are received from fund #2202; and

WHEREAS, said cash advance will be repaid upon receipt of said funds from fund #2202; and

NOW THEREFORE BE IT RESOLVED, to approve the following cash advance:

\$600,000.00 From 2202-45556 (Advances of Cash Out)
Into 4454-45555 (Cash Advance In)

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

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

Resolution adopted this 21st day of January 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor ✓
Cash Advance File
Engineer (file)

Resolution

Number 20-0145

Adopted Date January 21, 2020

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

WHEREAS, the Department of Human Services has requested that the seventh disbursement of their mandated share for SFY 2020 be transferred into the Human Services Public Assistance Fund #2203; and

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

\$15,799.92	from	#11011112-5742	(Commissioners Grants - Public Assistance)
	into	#2203-49000	(Human Services - Public Assistance)

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

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

Resolution adopted this 21st day of January 2020.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

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

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

Resolution

Number 20-0146

Adopted Date January 21, 2020

APPROVE OPERATIONAL TRANSFERS FROM COUNTY COMMISSIONERS' FUND #11011112 INTO EMERGENCY SERVICES FUND #2264 AND #2290

BE IT RESOLVED, to approve the following operational transfers from County Commissioners Fund #101 into Emergency Services Fund #2264 and #2290:

\$99,675.00 from #11011112-5795 (Commissioners – Transfer – EMA)
into #2264-22642010-AAREVNUE-49000 (County Government)


\$27,119.00 from #11011112-5786 (Commissioners – Transfer – Hazmat)
into #2290-49000 (Hazmat Fund - County Government)

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

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

Resolution adopted this 21st day of January 2020.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

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

Resolution

Number 20-0147

Adopted Date January 21, 2020

APPROVE OPERATIONAL TRANSFER FROM COUNTY COMMISSIONERS' FUND #1101-1112 INTO MARY HAVEN YOUTH TREATMENT CENTER FUND #2270

WHEREAS, the Mary Haven Youth Center has requested that the first quarter of their 2020 operating contribution be transferred from the County Commissioners Fund #1101 into the Mary Haven Youth Treatment Center Fund #2270; and

NOW THEREFORE BE IT RESOLVED, to approve the following operational transfer from County Commissioners Fund #1101 into Mary Haven Youth Treatment Center Fund #2270:

\$241,700.00 from #11011112-5744 (County Commissioners, Grants-Mary Haven)
into #2270-49001 (Mary Haven - County Grant Transfers)

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

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

Resolution adopted this 21st day of January 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Probate/Juvenile (file)
Operational Transfer file
OMB

Resolution

Number 20-0148

Adopted Date January 21, 2020

APPROVE APPROPRIATION DECREASE WITHIN THE COUNTY COURT CLERK'S
COMPUTER 1907.261B FUND #2275

BE IT RESOLVED, to approve the following appropriation decrease:

\$ 10,000.00 from #22751410 5317 (Non Capital Purchase)

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

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

Resolution adopted this 21st day of January 2020.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor
Appropriation Decrease file
Clerk of Courts (file)

Resolution

Number 20-0149

Adopted Date January 21, 2020

APPROVE SUPPLEMENTAL APPROPRIATION A INTO JUVENILE COURT CLERK
COMPUTER FUND #2278

BE IT RESOLVED, to approve the following supplemental appropriation:

\$3000.00 into 22781410-5400 (Purchased Services)

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

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

Resolution adopted this 21st day of January 2020.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor
Supplemental App. file
Juvenile (file)

Resolution

Number 20-0150

Adopted Date January 21, 2020

APPROVE SUPPLEMENTAL APPROPRIATION AND APPROPRIATION ADJUSTMENT
WITHIN COMMON PLEAS COURT COMMUNITY BASED CORRECTIONS FUND #2288

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

Supplemental Appropriation

\$ 330.00 into 22881226-5400 (Other Expense)

Appropriation Adjustment:

\$ 300.00 from 22881226-5910 (Other Expenses)
into 22881226-5400 (Purchased Services)

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

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

Resolution adopted this 21st day of January 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Supplemental Adjustment file
Common Pleas (file)
OMB

Resolution

Number 20-0151

Adopted Date January 21, 2020

APPROVE SUPPLEMENTAL APPROPRIATIONS INTO AIRPORT FUND #4479

BE IT RESOLVED, to approve the following supplemental appropriations:

\$50,000.00 into #44793850-5317 (Airport – Non-Capital Purchases)

\$50,000.00 into #44793850-5320 (Airport – Capital Purchases)

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

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

Resolution adopted this 21st day of January 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

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

Resolution

Number 20-0152

Adopted Date January 21, 2020

APPROVE APPROPRIATION ADJUSTMENTS FROM COMMISSIONERS GENERAL FUND #11011110 INTO JUVENILE COURT FUND #11011240

BE IT RESOLVED, to approve the following appropriation adjustments from Commissioners Fund #11011110 into Juvenile Court fund #11011240 in order to process a sick and vacation leave payout for Amy Logan former employee of Juvenile Court:

\$946.00	from	#11011110-5882	(Commissioners - Vacation Leave Payout)
	into	#11011240-5882	(Juvenile Court - Vacation Leave Payout)

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

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

Resolution adopted this 21st day of January 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Appropriation Adjustment file
Juvenile (file)
OMB

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

Resolution

Number 20-0153

Adopted Date January 21, 2020

APPROVE APPROPRIATION ADJUSTMENTS FROM COMMISSIONERS GENERAL FUND #11011110 INTO SHERIFF'S OFFICE – CORRECTIONS FUND #11012210

BE IT RESOLVED, to approve the following appropriation adjustments from Commissioners Fund #11011110 into Sheriff's Office – Corrections fund #11012210 in order to process a sick and vacation leave payout for Linda Cole former employee of Sheriff's Office - Corrections:

\$1,270.00 from #11011110-5881 (Commissioners – Sick Leave Payout)
 into #11012210-5881 (Sheriff's Office - Corrections – Sick Leave Payout)

\$5,253.00 from #11011110-5882 (Commissioners - Vacation Leave Payout)
 into #11012210-5882 (Sheriff's Office - Corrections - Vacation Leave Payout)

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

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

Resolution adopted this 21st day of January 2020.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

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

Resolution

Number 20-0154

Adopted Date January 21, 2020

APPROVE APPROPRIATION ADJUSTMENTS FROM COMMISSIONERS GENERAL FUND #11011110 INTO BUILDING AND ZONING FUND #11012300

BE IT RESOLVED, to approve the following appropriation adjustments from Commissioners Fund #11011110 into Building and Zoning Fund #11012300 in order to process a sick and vacation leave payout for Terry Young former employee of Building and Zoning:


\$1,981.00	from #11011110-5881	(Commissioners – Sick Leave Payout)
	into #11012300-5881	(Building and Zoning – Sick Leave Payout)
\$4,014.00	from #11011110-5882	(Commissioners - Vacation Leave Payout)
	into #11012300-5882	(Building and Zoning - Vacation Leave Payout)

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

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

Resolution adopted this 21st day of January 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor ✓
Appropriation Adjustment file
Building and Zoning (file)
OMB

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 20-0155

Adopted Date January 21, 2020

APPROVE APPROPRIATION ADJUSTMENT WITHIN COMMON PLEAS COURT FUND
#11011220

BE IT RESOLVED, to approve the following appropriation adjustment:

\$ 2,000.00 from #11011220-5400 (Purchased Services)
 into #11011220-5317 (Non Capital Purchases)

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

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

Resolution adopted this 21st day of January 2020.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

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

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

Resolution

Number 20-0156

Adopted Date January 21, 2020

APPROVE APPROPRIATION ADJUSTMENTS WITHIN COMMON PLEAS COURT
NOTARY PUBLIC FUND #11011292

BE IT RESOLVED, to approve the following appropriation adjustments:

\$ 480.00 from #1101-1292-5210 (Material & Supplies)

\$ 400.00 into #1101-1292-5102 (Regular Salaries)

\$ 50.00 into #1101-1292-5811 (PERS)

\$ 30.00 into #1101-1292-5871 (Medicare)

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

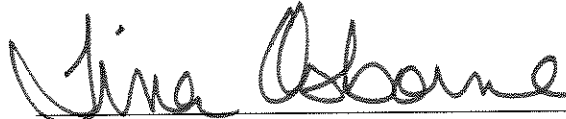
Mr. Young – absent

Mr. Grossmann – yea

Mrs. Jones – yea

Resolution adopted this 21st day of January 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

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

Resolution

Number 20-0157

Adopted Date January 21, 2020

APPROVE APPROPRIATION ADJUSTMENT WITHIN FACILITIES MANAGEMENT
#11011600

BE IT RESOLVED, to approve the following appropriation adjustment:

\$6,700.00 from #11011600-5317 (Non-Capital Purchase)
 into #11011600-5318 (Data Board Approve – Non Cap)

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

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

Resolution adopted this 21st day of January 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Appropriation Adj. file
Facilities Management (file)

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

Resolution

Number 20-0158

Adopted Date January 21, 2020

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

BE IT RESOLVED, to approve the following appropriation adjustment:

\$871.75 from #11012300-5910 (Other Expense)
 into #11012300-5317 (Non Capital Purchase)

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

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

Resolution adopted this 21st day of January 2020.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

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

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

Resolution

Number 20-0159

Adopted Date January 21, 2020

APPROVE APPROPRIATION ADJUSTMENT FROM TELECOMMUNICATIONS FUND
#11012810 INTO 11012812

BE IT RESOLVED, to approve the following appropriation adjustment:

\$ 250.00	from	#11012810-5210	(Materials & Supplies)
	into	#11012812-5910	(Other Expense)

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

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

Resolution adopted this 21st day of January 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Appropriation Adj. file
Telecom (file)

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

Resolution

Number 20-0160

Adopted Date January 21, 2020

APPROVE APPROPRIATION ADJUSTMENTS WITHIN ENGINEER'S OFFICE FUND
#2202

BE IT RESOLVED, to approve the following appropriation adjustment to complete the vacation payout for Daniel Corey:

\$ 150.00	from	#22023110-5102	(Regular Salaries)
	into	#22023110-5882	(Vacation Payout)

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

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

Resolution adopted this 21st day of January 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Appropriation Adj. file
Engineer (file)

Resolution

Number 20-0161

Adopted Date January 21, 2020

APPROVE APPROPRIATION ADJUSTMENTS WITHIN THE WATER REVENUE FUND NO. 5510 AND SEWER REVENUE FUND NO. 5580

WHEREAS, the Water and Sewer Department incurs costs for service maintenance agreements and contracted professional services; and

WHEREAS, appropriation adjustments are necessary to accommodate said costs; and

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

\$25,000.00 from 55803300 5400 (PURCHASED SERVICES)
into 55803300 5410 (CONTRACTS BOCC APPROVED)

\$25,000.00 from 55103200 5400 (PURCHASED SERVICES)
into 55103200 5410 (CONTRACTS BOCC APPROVED)

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

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

Resolution adopted this 21st day of January 2020.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

mbz

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

Resolution

Number 20-0162

Adopted Date January 21, 2020

APPROVE APPROPRIATION ADJUSTMENT WITHIN THE SEWER PROJECT FUND 5575

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

WHEREAS, an appropriation adjustments is necessary to accommodate said costs;

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

\$477,102.00	from	55753300 5320	(Capital Purchase)
	into	55753300 5410	(Contracts BOCC Approved)

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

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

Resolution adopted this 21st day of January 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

mbz

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

Resolution

Number 20-0163

Adopted Date January 21, 2020

AMEND THE RULES AND REGULATIONS OF THE WARREN COUNTY WATER AND SEWER DEPARTMENT ESTABLISHING TERMS AND CONDITIONS FOR THE EXTENSION OF SMALL DIAMETER WATER LINES IN RURAL AREAS

WHEREAS, it is the desire of this Board to amend the Rules and Regulations of the Warren County Water and Sewer Department to establish the terms and conditions for the extension of small diameter water lines in rural areas of the County; and

NOW THEREFORE BE IT RESOLVED:

1. The Rules and Regulations of the Warren County Water and Sewer Department are hereby amended to include various changes, a copy of which is hereby attached and made part of this resolution.
2. That all other provisions of the Warren County Water and Sewer Department shall remain unchanged by this action and that this action shall be effective immediately.

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

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

Resolution adopted this 21st day of January 2020.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Water/Sewer (file)

SECTION XV: WATER SERVICE FOR RURAL AREAS

15.01 PURPOSE

- a. Residents that live in a sparsely populated rural area within Warren County's Water District may petition the County to receive water service through the County sponsored construction of domestic-only service lines (rural water standards). These improvements consist of small diameter (less than 8-inch) Polyvinyl Chloride (PVC) waterlines that are capable of domestic service but insufficiently sized to provide fire protection and therefore are not be equipped with fire hydrants. The construction standards outlined below are intended to allow for affordable construction in areas of the County with low residential densities. These standards apply to improvements that are designed, constructed and financed by Warren County and shall not apply to proposed residential subdivision developments.

15.02 SERVICE AREA

- a. The Board of County Commissioners, in conjunction with the County Sanitary Engineer, in its sole discretion shall establish areas within the water district where construction using the rural water standards is appropriate. Such areas shall be limited to the peripheries of the County's distribution system and locations where redundant looping of waterlines is not critical. The areas shall be limited to those locations identified in **Figures 15-1, 15-2, and 15-3** and can be expanded or reduced in size, by resolution of the Board.

15.03 LEVEL OF SERVICE

- a. Rural water service area customers shall receive domestic water service from County owned and operated water lines.
- b. Water lines installed using rural water standards will not be sized to convey fire protection flow nor shall they be equipped with fire hydrants.
- c. All water service charges and fees outlined in Sections VII and VIII shall apply to customers served from improvements built under the rural water standards.

15.04 PROCESS FOR REQUESTING SERVICE

- a. Residents requesting service shall submit a petition and statement to the Warren County Water and Sewer Department. The petition shall contain the names and signatures of a majority of the residential homes within a proposed improvement area. The majority of residents within the proposed improvement area must be supportive of the project and provide a written commitment that they will connect to the water line and pay all required fees within one year of completion of the improvements.
- b. Upon receiving the request, the Water & Sewer Department will prepare a preliminary design study that includes a water main alignment, estimated construction cost, necessary public utility easements, a proposed design and construction schedule, and the availability of funds to complete the project including monies from anticipated Tap-In fees, Project Cost fees, and Water & Sewer capital construction funds.
- c. The Board of County Commissioners shall review the results of the preliminary design study including the anticipated project funding sources.
- d. In the event the Board of County Commissioners approve a petition for water service under the provisions of this section, the Water & Sewer Department will proceed forward with the design and construction of the project.

15.05 CAPITAL IMPROVEMENT PROJECT FINANCING

- a. Improvements shall be designed and constructed by Warren County, and Warren County shall finance the construction through cash reserves, loan, or bond issuance.

- b. Upon completion of the improvements, residents that register an account with the Warren County Water Department shall pay the following fees for service:

Current Tap-In Fee	\$4,000
Project Cost	\$1,500
Meter Set Fee	\$ 200
Lateral Inspection Fee	<u>\$80</u>
TOTAL:	\$5,780

- c. All fees shall be collected prior to the start of water service. Fees shall not be eligible for assessment onto the County tax record.

15.06 CONSTRUCTION STANDARDS

Warren County waterline design and construction standards shall be modified for rural water system projects to include the acceptance of PVC Pipe and appearances including fittings, restrained joints, and tracer wire as follows:

A. Polyvinyl Chloride (PVC) Pipe

1. Pipe 3 inches through 6 inches: Conform to requirements of AWWA C- 900 with a dimension ratio (DR) of 14 pressure class 305. PVC material used in pipe shall be as specified in ASTM D1784, Cell Classification 1245-B. Each pipe length shall be marked with the manufacturer's name, size, material code, pressure class, AWWA designation number, and seal of test agency that verified pipe material for potable water service.
2. PVC pipe shall have bell and spigot push-on joints meeting the requirements of ASTM D-3139.. The bell shall consist of an integral wall section with a solid cross-section elastomeric gasket securely locked in place to prevent displacement during assembly. Gaskets shall be rubber rung type meeting the requirements of ASTM F-477 (AWWA C900).
3. The potable water mains shall be blue in color.

B. Fittings:

1. PVC Pipe: Fittings shall be ductile iron mechanical joint, with a working pressure of 250 psi and conforming to AWWA Specifications C110 or C153. All bolts and nuts shall be 304 stainless steel and shall meet the requirements for ANSI/AWWA C111/A21-11 for buried application.
2. Tapping Sleeves: Sleeve shall be stainless steel, mechanical joint type, with working pressure rating of 250 PSI, and conform to AWWA Standard C110.
3. All fittings shall be manufactured in the United States.

C. Restrained Joints

1. Restrained Joint for PVC Pipe: Pipe fittings and other requiring restraint shall utilize Megalug appurtenances, (or approved equal) joint restrain devices.

D. Tracer Wire

1. Tracer wire for direct burial applications shall be a #10 AWG (0.1019" diameter) fully annealed, high carbon 1055 grade steel, high strength solid copper clad steel conductor (HS-CCS), insulated with a 30 mil, high-density, high molecular weight polyethylene (HDPE) insulation, and rated for direct burial use at 30 volts. Conductor must be at 21% conductivity for locate purposes. Break load of 684 lbs. Tracer wire shall be Copperhead Industries, Part No. 1030B-HS, or equal.

RURAL WATER LINE PETITION & STATEMENT

To: Board of County Commissioners
Warren County, Ohio

The undersigned residents of Warren County, being the title holder of the hereinafter described properties (the "Petitioners"), by this petition filed with the Board of County Commissioners of the County of Warren, Ohio, and by this writing, requests, pursuant to Chapter 6103 of the Ohio Revised Code, and subject to the terms and conditions stated herein, that said Board of County Commissioners construct, own and operation the rural water line improvements (the "Improvements") described herein, and that the cost of said Improvements be born by the Petitioners and by future customers that connect to the Improvements as set forth hereafter:

Improvements The Improvements shall consist of small diameter (less than 8-inch) pressure rated polyvinyl chloride (PVC) water line, valves, fittings, customer service connections, and meters.

Design of Improvements The Water & Sewer Department shall prepare a preliminary design study that includes a water main alignment, estimated construction cost, necessary public utility easements, design and construction schedule, and anticipated revenues from customer connection fees and charges. The Board of County Commissioners shall review the results of the preliminary study and shall approve, revise, modify, or deny the petition. The Water & Sewer Department shall proceed forward with the design and construction of approved petitions.

Public Utility Easements The Improvements shall be constructed within the public right-of-way or dedicated public utility easements, which are typically located parallel and adjacent to the right-of-way. If requested by the Water and Sewer Department, Petitioners agree to grant public utility easements to the Warren County Board of Commissioners for the construction of the improvements. All cost associated with the preparation and recording of the easements shall borne by the Water and Sewer Department. Petitioners shall not be compensated for easements as each Petitioner stipulates that such improvement is being made at the Petitioners request and each irrevocably waives any claim for just compensation and damages to the residue for the grant of a public utility easement related hereto.

Level of Service The Petitioners acknowledge the Improvements shall be installed in accordance with Warren County's rural water standards, and that the level of service shall be limited to providing domestic water service only.

Disclosures and Assumption of Risks Each Petitioner acknowledges disclosure that the Improvements shall be insufficiently sized to provide fire protection and therefore will not include fire hydrants, and assumes all known and unknown risks relating to not having fire hydrants.

Customer Connection Fees and Charges Within 6 months after completion of the Improvements, the Petitioners agree to register an account with the Warren County Water Department and pay the following fees and charges:

Tap-In Fee	\$4,000
Project Cost	\$1,500
Meter Set Fee	\$ 200
Lateral Inspection Fee	<u>\$80</u>
TOTAL:	\$5,780

All Fees shall be collected prior to the start of water service. Fees shall not be eligible for assessment onto the County tax record.

Water Lateral Extensions Residents that connect to the County water system will be required to abandon their existing cisterns and wells and extend a private service lateral to the meter pit located at or near the right-of-way. The cost to abandon their existing cisterns and wells, and the lateral construction shall be performed and paid solely by the customer.

Existing Cisterns & Wells Cisterns and wells shall not be physically connected to the County's water system. Residents that connect to Warren County water shall obtain a plumbing permit from the Warren County Combined Health District. The Health District shall inspect the customer's plumbing to confirm that all cross connections to private water systems have been removed.

WHEREAS, we the undersigned Petitioners hereby request the construction of the rural water system Improvements to provide water service to the properties of the Petitioners; and do hereby request, consent, and agree, or state and represent, as follows:

1. That the Board of County Commissioners advance and finance the cost of the design and construction of the Improvements.
2. We, the petitioners, consent and agree that the construction of the Improvements will benefit the petitioner's land and request the establishment of a water improvement area which includes our land.
3. We, the petitioners, recognize that the cost of the constructed improvements will likely exceeds funds collected from the customer connection fees and charges described above and that the County is seeking commitments from petitioners to connect to the County's water system. We therefore agree that should the County proceed forward with the improvements, we the undersigned petitioners shall register an account, pay all fees and charges, and connect to the County Water System within six months of the project completion.
4. We, the petitioners, consent and agree that if and when service is commenced to our aforesaid land, the Board of County Commissioners shall be entitled to charge, and the owner or owners of said land shall pay service or user charges at such rates as then and thereafter shall be in effect and applicable.
5. We, the petitioners, state and represent that we accept and approve the aforementioned customer connection fees and charges which will be collected by the County as reimbursement for the design and construction of the Improvements and all legal, engineering and other costs associated with the construction of the improvements.
6. We, the petitioners, recognize and confirm that the aforementioned connection fees and charges shall also apply to all future customers that connect to the County's Improvements.
7. In addition to the connection fees and charges, each property owner shall be responsible for all costs associated with the construction of water service lateral from the structure to be served to meter pit provided at or near the right of way, and to abandon owner's cisterns and wells. The fee for the inspection of the water service lateral installed by each property owner shall be due when the connection is made.
8. We, the petitioners, consent and agree that the necessary easements shall be granted to permit construction of the Improvements subject to the terms stated above.
9. We, the petitioners, acknowledge the above disclosures and agree to the assumption of risks stated above.

FIGURE 15-1
Rural Water System – Hamilton Township Area



FIGURE 15-2
Rural Water System – Clearcreek & Wayne Township Area

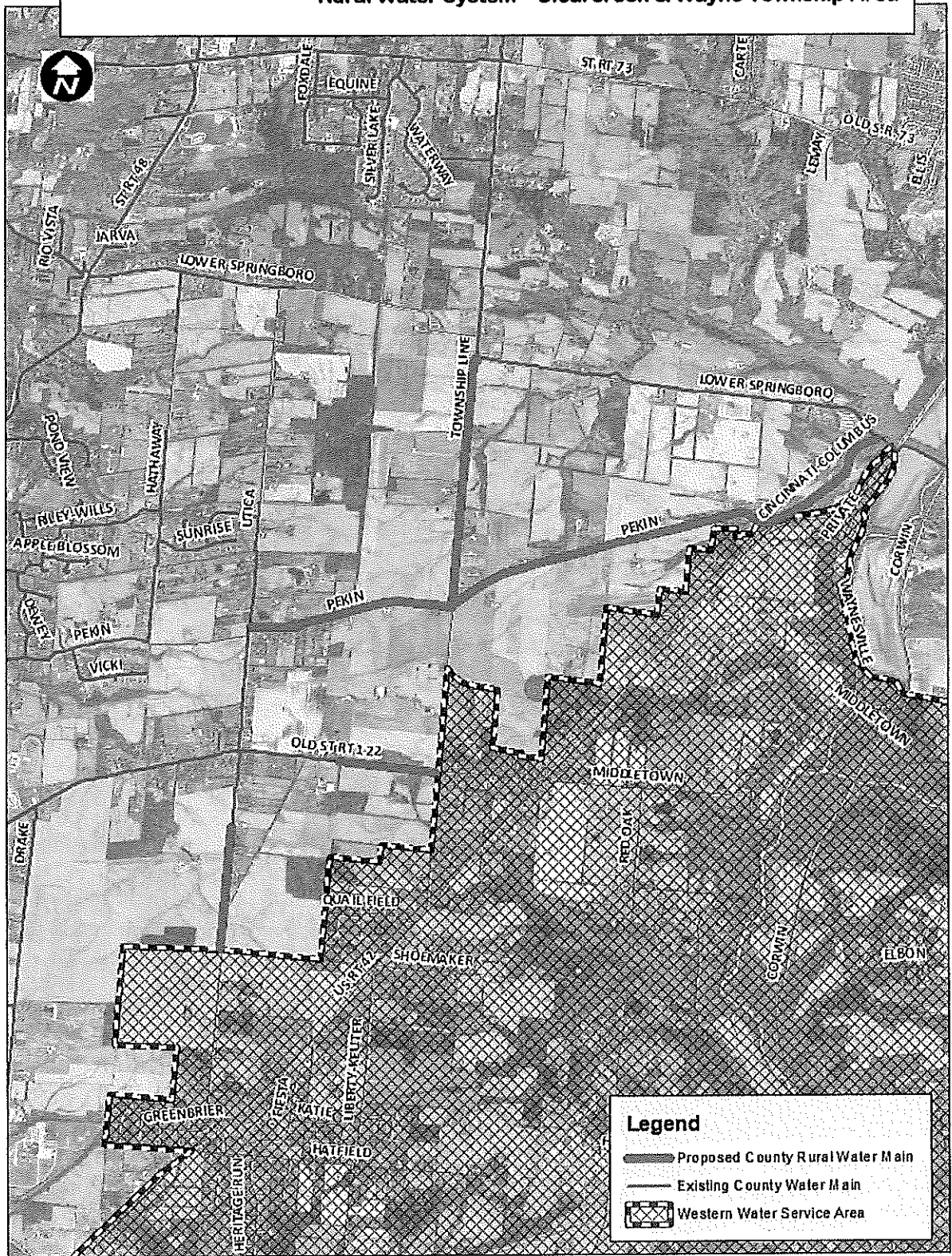
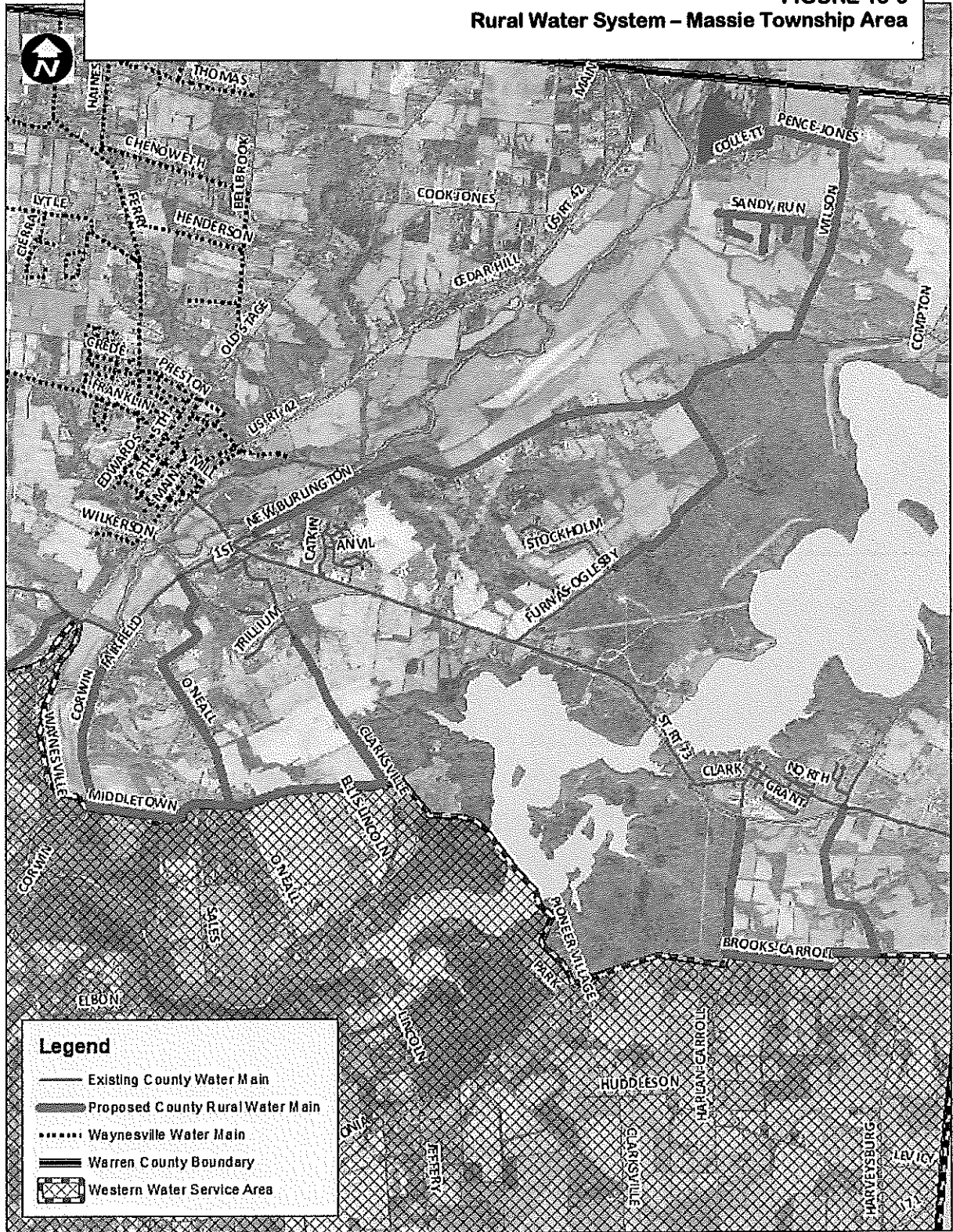


FIGURE 15-3
Rural Water System – Massie Township Area



Legend

- Existing County Water Main
- Proposed County Rural Water Main
- Wayneville Water Main
- Warren County Boundary
- Western Water Service Area