

Resolution

Number 20-1855

Adopted Date December 22, 2020

APPROVE SALARY ADJUSTMENTS RELATIVE TO COMMISSIONERS' EMPLOYEES

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

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

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

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

Resolution adopted this 22nd day of December 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc:	Facilities Management (file)	Building/Zoning (file)	OMB (file)
	Garage (file)	Commissioners file	OhioMeansJobs (file)
	Emergency Services (file)	Telecom (file)	Water/Sewer (file)
	Dog/Kennel (file)	Human Serv. (file)	Children Serv. (file)
	Economic Development (file)	Grants (file)	T. Zindel
	All personnel files	Solid Waste (file)	

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 20-1856

Adopted Date December 22, 2020

INCREASE ON-CALL PAY FOR THE WATER AND SEWER DEPARTMENT

WHEREAS, the on-call pay for employees within said department has been \$100.00 per week for primary on call and \$60.00 for secondary on call; and

WHEREAS, the Board desires to increase the on-call/beeper pay for primary on call employee to \$120.00 per week and secondary on call employee to \$80.00 per week; and

NOW THEREFORE BE IT RESOLVED, to approve the increase of on/call for the Water and Sewer Department for primary on call employee to \$120.00 per week and secondary on call employee to \$80.00 per week, effective pay period beginning January 2, 2021.

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

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

Resolution adopted this 22nd day of December 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Water and Sewer (file)
OMB – Sue Spencer

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 20-1857

Adopted Date December 22, 2020

INCREASE ON-CALL PAY FOR THE FACILITIES MANAGEMENT,
TELECOMMUNICATIONS AND DOG/KENNEL DEPARTMENTS

WHEREAS, the on-call pay for employees within said departments has been \$100.00 per week;
and

WHEREAS, the Board desires to increase the on-call/beeper pay for said department to \$120.00
per week; and

NOW THEREFORE BE IT RESOLVED, to approve the increase of on/call for the Facilities
Management, Telecommunications and Dog/Kennel Departments to \$120.00 per week, effective
pay period beginning January 2, 2021.

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

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

Resolution adopted this 22nd day of December 2020.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Facilities Management (file)
Telecommunications (file)
Dog & Kennel (file)
OMB – Sue Spencer

Resolution

Number 20-1858

Adopted Date December 22, 2020

APPROVE RECLASSIFICATION OF MULTIPLE EMPLOYEES WITHIN WARREN COUNTY JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION

WHEREAS, the Director of Children Services has indicated the following employees should be reclassified as stated:

Cara Harrison to Compliance Caseworker I, at \$16.79 per hour
Ashleigh Blair to Alternative Response Caseworker II, at \$19.04 per hour
Randi Phillips to Alternative Response Caseworker II, at \$19.04 per hour
Olivia Elter to Investigative Caseworker III, at \$22.24 per hour
Tonia Farley Protective Services Caseworker III, at \$22.24 per hour
Amanda Rauh to Investigative Caseworker III at \$22.24 per hour
Brittany Smith to Alternative Response Caseworker III at \$22.24 per hour
Tiffany Tuttle to Protective Services Caseworker III at \$22.24 per hour

NOW THEREFORE BE IT RESOLVED, to reclassify multiple employees within Warren County Job and Family Services, Children Services division as previously stated, according to the Children Services Compensation Schedule, effective pay period beginning January 2, 202.

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

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

Resolution adopted this 22nd day of December 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Children Services (file)
C. Harrison's Personnel file
A. Blair's Personnel file
R. Phillip's Personnel file
O. Elter's Personnel file
T. Farley's Personnel file
A. Rauh's Personnel file
B. Smith's Personnel file
T. Tuttle's Personnel file
OMB – Sue Spencer

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

Resolution

Number 20-1859

Adopted Date December 22, 2020

APPROVE RECLASSIFICATION OF JACQUELINE HANKINS FROM ADMINISTRATIVE SUPPORT TO CASHIER RECEPTIONIST WITHIN THE WARREN COUNTY BUILDING AND ZONING DEPARTMENT

WHEREAS, the Director of Building and Zoning desires to reclassify Ms. Hankins to the Cashier Receptionist; and

NOW THEREFORE BE IT RESOLVED, to reclassify Jacqueline Hankins to the position of Cashier Receptionist, non-exempt, pay range #12, \$15.15 per hour, effective pay period beginning January 2, 2021.

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

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

Resolution adopted this 22nd day of December 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Building and Zoning (file)
J. Hankins' Personnel file
OMB – Sue Spencer

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

Resolution

Number 20-1860

Adopted Date December 22, 2020

APPROVE END OF 365-DAY PROBATIONARY PERIOD AND APPROVE A PAY INCREASE FOR ELIZABETH LOESCH WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, HUMAN SERVICES DIVISION

WHEREAS, Elizabeth Loesch, Eligibility Referral Specialist II within the Warren County Department of Job and Family Services, Human Services Division, has successfully completed a 365-day probationary period, effective December 15, 2020; and

NOW THEREFORE BE IT RESOLVED, to approve Elizabeth Loesch's completion of 365-day probationary period and to approve a pay increase to end of probationary rate of \$15.68 per hour effective pay period beginning December 19, 2020.

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

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

Resolution adopted this 22nd day of December 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Human Services (file)
E. Loesch's Personnel File
OMB – Sue Spencer

Resolution

Number 20-1861

Adopted Date December 22, 2020

ESTABLISH THE SALARY OF MEMBERS OF THE WARREN COUNTY VETERANS SERVICE COMMISSION PURSUANT TO OHIO REVISED CODE §5901.04

WHEREAS, the Warren County Board of Commissioners is the authority which establishes and fixes a fair compensation for the members of the Warren County Veterans Service Commission under the auspices of Ohio R.C. §5901.04; and

WHEREAS, the Ohio Attorney General, in *2001 Ohio Attorney Gen. Op. 2001-038*, has opined that the compensation of a sitting member of a county veterans service commission, may not be raised during that member's term of office; and

WHEREAS, this Board wishes to standardize the annual salary paid to newly appointed members of the Warren County Veterans Service Commission to aid in the appointment and acceptance process; and

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF WARREN COUNTY, OHIO:

THAT, this Board of Warren County Commissioners hereby establishes the annual salary of newly appointed members of the Warren County Veterans Service Commission, next appointed in calendar year 2021 and thereafter, is \$14,004.10; and

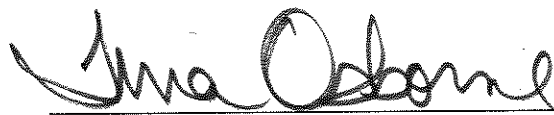
BE IT FURTHER RESOLVED, THAT this Board's resolution endorses the legal theory that increases in compensation during a term of office may only be given at the start of the term; and, must remain frozen for the duration of that term in office.

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

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

Resolution adopted this 22nd day of December 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/tao

cc: Veterans (file)

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

Resolution

Number 20-1862

Adopted Date December 22, 2020

APPOINT DAVID G. YOUNG TO THE OHIO-KENTUCKY-INDIANA REGIONAL COUNCIL OF GOVERNMENTS BOARD OF TRUSTEES AND MARTIN RUSSELL AS ALTERNATE

BE IT RESOLVED, to appoint David G. Young to the Ohio-Kentucky-Indiana Regional Council of Governments Board of Trustees for calendar year 2021; and

BE IT FURTHER RESOLVED, to appoint Martin Russell, Deputy County Administrator, as alternate.

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

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

Resolution adopted this 22nd day of December 2020.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

/to

cc: Appointments file
OKI (file)
Laura Lander
Appointees

Ohio-Kentucky-Indiana Regional Council of Governments
720 East Pete Rose Way, Suite 420
Cincinnati, Ohio 45202
(513) 619-7684
mosborne@oki.org

To the OKI Secretary:

The undersigned hereby appoints as its representative on the Board of Directors of the Ohio-Kentucky-Indiana Regional Council of Governments, to be installed at the OKI Board of Directors meeting of the above organization JANUARY 14, 2021, the following **ELECTED OFFICIAL:**

NAME: David G Young
TITLE: Commissioner
STREET: 406 Justice Dr
(Preferred Mailing Address will be published)
CITY: Lebanon
STATE: OH ZIP CODE: 45036
PHONE: 513-695-1250 FAX NO.: 513-695-1554
E-MAIL: david.young@co.warren.oh.us

The undersigned further pledges its cooperation to the above organization in carrying on the regional planning process.

Respectfully submitted:

ORGANIZATION: WARREN CO. BRD. OF COMMISSIONERS

BY: Julia Osborne, Clerk

DATE: 12/22/2020

PLEASE NOTE: THIS APPOINTMENT IS NEEDED JANUARY 8, 2021 FOR ACTION AT THE MEETING JANUARY 14, 2021.

Resolution

Number 20-1863

Adopted Date December 22, 2020

APPROVE REAPPOINTMENTS TO THE RURAL ZONING BOARD OF APPEALS AND
RURAL ZONING COMMISSION

BE IT RESOLVED, to approve the following reappointments:

RURAL ZONING BOARD OF APPEALS

Jason Schmidt
2185 Wood Road
Lebanon, Ohio 45036

Term to expire 12/31/25

RURAL ZONING COMMISSION

James Gibbs
6445 Flint Trail
Oregonia, Ohio 45054

Term to expire 12/31/25

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

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

Resolution adopted this 22nd day of December 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Appointees
Appointments file
Zoning (file)
L. Lander

Resolution

Number 20-1864

Adopted Date December 22, 2020

AUTHORIZE THE COUNTY ADMINISTRATOR TO SIGN AMENDMENT ONE TO THE SOFTWARE SUBSCRIPTION AND SERVICES AGREEMENT WITH CENTRALSQUARE TECHNOLOGIES, LLC ON BEHALF OF WARREN COUNTY TELECOMMUNICATIONS

WHEREAS, on December 15, 2020 this Board entered into a Software Subscription and Services Agreement with CentralSquare Technologies, LLC; and

WHEREAS, and amendment to the agreement is necessary; and


NOW THEREFORE BE IT RESOLVED, to authorize the County Administrator to sign Amendment One to the Software subscription and Services Agreement on behalf of Warren County Telecommunications as attached hereto and a part hereof.

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

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

Resolution adopted this 22nd day of December 2020.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: c/a—CentralSquare Technologies, LLC
Telecom (file)

AMENDMENT ONE TO SOFTWARE SUBSCRIPTION AND SERVICES AGREEMENT

This Amendment One (this “Amendment”) to the Software Subscription and Services Agreement entered into by and between CentralSquare Technologies, LLC and Warren County Board of County Commissioners, dated December 19, 2020 (the “Agreement”), is effective as of the last date of signature below. Except as modified herein, all other terms and conditions of the Agreement shall remain in full force and effect. In the event of a conflict between this Amendment and the Agreement, the terms of this Amendment shall control.

NOW, THEREFORE, the parties agree as follows:

1. Section 7.1.a, “Payment Terms and Conditions”, is hereby revised as follows:

1. PAYMENT TERMS AND CONDITIONS.

1.1. Fees.

- a) Subscription Fees. Customer will pay CentralSquare, without deduction or offset, an annual Subscription Fee of \$27,400.00. The Subscription Fee for the initial term shall be due on the Go Live Date of this Agreement, with successive annual Fees due annually on the anniversary of the Go Live Date. The annual Subscription Fee shall increase by an amount from the prior year as outlined within Exhibit D. Annual Subscription Fees are subject to increase in an amount not to exceed 5% from the prior year.

2. Exhibit D: Pricing Schedules

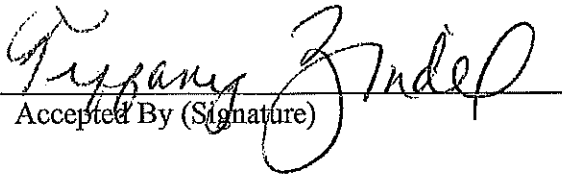
With respect to the Services fees set forth in Exhibit D, “Pricing Schedules”, the parties hereby agree to the following payment milestones:

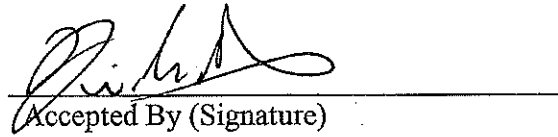
- 50% due upon contract execution
- 25% due upon validation
- 25% due upon Go Live

EACH PARTY'S ACCEPTANCE HEREOF IS EXPRESSLY LIMITED TO THE TERMS OF THIS AMENDMENT AND NO DIFFERENT OR ADDITIONAL TERMS CONTAINED IN ANY PURCHASE ORDER, CONFIRMATION OR OTHER WRITING SHALL HAVE ANY FORCE OR EFFECT UNLESS EXPRESSLY AGREED TO IN WRITING BY THE PARTIES.

WARREN COUNTY BOARD OF
COUNTY COMMISSIONERS

CENTRAL SQUARE
TECHNOLOGIES, LLC


Accepted By (Signature)


Accepted By (Signature)

Tiffany Zindel
Printed Name

DANILO GARGIULO
Printed Name

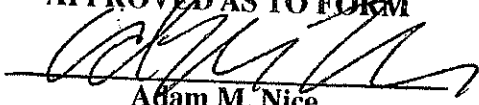
County Administrator
Title

SVP
Title

12/22/20
Date

12/16/2020
Date

APPROVED AS TO FORM


Adam M. Nice
Asst. Prosecuting Attorney

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

Resolution

Number 20-1865

Adopted Date December 22, 2020

**APPROVE AND ENTER INTO LEASE AGREEMENT WITH WARREN COUNTY SOIL
AND WATER CONSERVATION DISTRICT**

BE IT RESOLVED, to approve and authorize the President of the Board to execute a Lease Agreement with the Warren County Soil and Water Conservation District; copy of agreement attached hereto and made a part hereof.

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

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

Resolution adopted this 22nd day of December 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

HR/

cc: c/a – Warren County Soil and Water District
Soil and Water (file)
S. Spencer

OFFICE SPACE LEASE AGREEMENT

THIS AGREEMENT made and entered into on this 15th day of Dec., 2020, by and between the Warren County Board of County Commissioners, whose mailing address is 406 Justice Drive, Lebanon, Ohio 45036 ("Lessor") and The Warren County Soil & Water Conservation District, whose mailing address is 320 East Silver Street, Lebanon, Ohio (Lessee), for the use of office space in the daily administration.

The terms and obligations of this agreement shall be as follows:

- 1) Pursuant to Ohio Revised Code § 307.09, Lessor hereby leases and rents to the Lessee a portion of the premises located as 320 East Silver Street, Lebanon, Ohio 45036, consisting of approximately 2,100 square feet (previously occupied and identified as the Treasurer's Office Area), for the period of January 1, 2021, to December 31, 2021.
- 2) Pursuant to Ohio Revised Code § 1515.08 (H), Lessee hereby leases and rents from the Lessor a portion of the premises located as 320 East Silver Street, Lebanon, Ohio 45036, consisting of approximately 2,100 square feet (previously occupied and identified as the Treasurer's Office Area), for the period of January 1, 2021, to December 31, 2021.
- 3) Lessee shall pay as rent for the premises located at 320 East Silver Street, Lebanon, Ohio, 45036 an annual rent of \$8,697.48, payable at \$724.79 monthly.
- 4) Lessee shall have exclusive use of the premises as described and for purposes stated above, in its present condition, reasonable wear and tear excepted. Lessee shall also be entitled to use the parking lot facility on a first come first serve basis, and in the event no parking spaces should be available which may occur from time to time, this occurrence or occurrences shall not be a breach of this agreement.
- 5) Lessor shall provide to the premises at no additional charge to the Lessee all property insurance; all utilities, except telephone, and maintenance and janitorial services as required.
- 6) Premises shall not be sublet or assigned to any other entity without prior written consent of either party.
- 7) No material or structural alterations of the premises shall be made without prior approval of either party, except those made at the direction of the Lessor for maintenance and/or safety purposes.
- 8) In the event of any breach of this agreement, either party hereto shall have right to terminate this lease in accordance with state law and the Lessor will have the right to re-enter and claim possession of the premises, in addition to such other remedies available to the Lessor, as the property owners, arising from said breach.

RECEIVED OMB0000
DEC 15 20 20 00

9) This agreement shall be binding and inure to the benefit of the parties, their successors, assigns and personal representatives.

10) Lessor's Execution:

IN EXECUTION WHEREOF, the Warren County Board of County Commissioners has caused this agreement to be executed by its President, on the date stated below, pursuant to Resolution No. 20-1865 dated 12/22/20

LESSOR:

WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS

SIGNATURE: [Signature]
PRINTED NAME: David Young
TITLE: President
DATE: 12/22/20

11) Lessee's Execution:

IN EXECUTION WHEREOF, the Warren County Soil & Water Conservation District has caused this agreement to be executed by Molly M. Conley, whose title is Director, on the date stated below, pursuant to the authority granted by Board of Supervisors
Warren Co. SWCD

LESSEE:

WARREN COUNTY SOIL & WATER
CONSERVATION DISTRICT

SIGNATURE: [Signature]
PRINTED NAME: Molly M. Conley
TITLE: Director
DATE: 12/15/2020

APPROVED AS TO FORM:

[Signature]
By: Asst. Prosecutor

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

Resolution

Number 20-1866

Adopted Date December 22, 2020

ACCEPT THE BINDER OF COVERAGE FROM ARCH INSURANCE COMPANY FOR STOP LOSS COVERAGE RELATIVE TO THE WARREN COUNTY SELF-INSURED WORKERS' COMPENSATION PROGRAM EFFECTIVE JANUARY 1, 2021

WHEREAS, effective January 1, 2020, the Board adopted a resolution to maintain stop loss coverage with Arch Insurance for the self-inured workers' compensation program; and

WHEREAS, such coverage indicates a retention limit of \$750,000 per injury, and offered a two-year rate commitment of .1443 per \$1,000 of payroll; and


NOW THEREFORE BE IT RESOLVED, to accept the binder of coverage with Arch Insurance effective January 1, 2021; as attached hereto and made a part hereof.

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

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

Resolution adopted this 22nd day of December 2020.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

HR/

cc: c/a—Arch Insurance Co.
OMB File
Tammy Whitaker, OMB

ARCH INSURANCE COMPANY

ONE LIBERTY PLAZA, 53RD FLOOR
NEW YORK, NEW YORK 10006

CERTIFICATE OF EXCESS INSURANCE FOR SELF-INSURER OF WORKERS COMPENSATION AND EMPLOYERS LIABILITY

TO: Mr. David Boyd, Supervisor
Bureau of Workers' Compensation
Self Insurance Department
30 West Spring Street, 26th Floor
Columbus, Ohio 43215-2256

THIS IS TO CERTIFY THAT AN EXCESS INSURANCE POLICY HAS BEEN ISSUED AS DESCRIBED
BELOW AND IS NOW IN EFFECT:

NAME OF INSURED: Warren County Commissioners
ADDRESS: 406 Justice Drive
Lebanon, OH 45036

INSURANCE CARRIER: ARCH INSURANCE COMPANY

POLICY NUMBER: WCX 0059344 05

EFFECTIVE: January 1, 2021 EXPIRES: January 1, 2022

CANCELLATION NOTICE: 30 Days

KIND OF POLICY: Excess Insurance for Self-Insurer of Workers Compensation and
Employers Liability

RETENTION: Part One - Excess Workers Compensation Insurance and Part Two - Excess
Employers Liability Insurance Combined:
Your Retained Limit - Each Accident: \$750,000
Your Retained Limit - Disease, Each Employee: \$750,000

LIMITS OF INDEMNITY: A. Part One - Excess Workers Compensation Insurance:
Our Limit of Liability - Each Accident: Statutory
Our Limit of Liability - Disease, Each Employee: Statutory
B. Part Two - Excess Employers Liability Insurance:
Our Limit of Liability - Each Accident: \$1,000,000
Our Limit of Liability - Disease, Each Employee \$1,000,000
Our Limit of Liability - Aggregate: \$1,000,000

SELF-INSURERS OPERATIONS: Municipality

STATE(S) OF SELF-INSURER'S OPERATIONS: Ohio

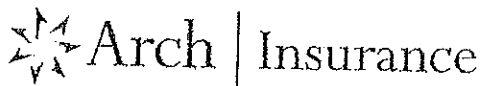
ARCH INSURANCE COMPANY WILL GIVE WRITTEN NOTICE IN THE EVENT OF CANCELLATION OF
THIS POLICY TO THE PARTY TO WHOM THIS CERTIFICATE IS ADDRESSED.

Stephen Cho

Stephen Cho

AUTHORIZED REPRESENTATIVE

DATED DECEMBER 11, 2020



Arch Insurance Group
 Harborside 3
 210 Hudson Street, Suite 300
 Jersey City, NJ 07311
 T: 201.743.4000
 F: 201.743.4005
 archinsurance.com

World Risk Management
 20 North Orange Avenue, Suite 500
 Orlando, FL 32801

December 11, 2020

Attention: Adam Balls
 RE: Warren County Commissioners

We would like to confirm our quote for the above account, which has been bound as follows:

TYPE OF INSURANCE: Excess Workers Compensation and Employers Liability
 STATE(S) OF COVERAGE: Ohio
 EFFECTIVE DATE: January 1, 2021
 POLICY NUMBER: WCX 0059344 05
 INSURANCE CARRIER: Arch Insurance Company
 POLICY PERIOD: January 1, 2021 to January 1, 2022
 YOUR RETAINED LIMIT: Part One - Excess Workers Compensation Insurance and Part Two -
 Excess Employers Liability Insurance Combined:
 Your Retained Limit - Each Accident: \$750,000
 Your Retained Limit - Disease, Each Employee: \$750,000
 OUR LIMIT OF LIABILITY: A. Part One - Excess Workers Compensation Insurance
 Our Limit of Liability - Each Accident: Statutory
 Our Limit of Liability - Disease, Each Employee: Statutory
 B. Part Two - Excess Employers Liability Insurance
 Our Limit of Liability - Each Accident: \$1,000,000
 Our Limit of Liability - Disease, Each Employee: \$1,000,000
 Our Limits of Liability - Aggregate: \$1,000,000
 POLICY PREMIUM: \$96,931 - Minimum and Deposit
 TERRORISM PREMIUM: \$2,908*
 BASIS OF PREMIUM: .1443 per \$100 of Payroll based on \$67,173,131
 MINIMUM PREMIUM FOR PERIOD: \$87,238
 COMMISSION: Nil
 ENDORSEMENTS: To be included at time of issuance: See attached Exhibit
 REMARKS: Please advise if the Insured's name differs from that above.
 * This premium is included in, not in addition to, the POLICY PREMIUM.

Very truly yours,

Stephen Cho

Stephen Cho

Warren County Commissioners
Exhibit #1

Endorsements forming part of the Policy at policy issuance:

Endorsement No.	Endorsement Title
00 GL0386 00 (01 08)	Losses Redefined to Include Allocated Loss Adjustment Expenses Endorsement
00 GL0398 36 (01 08)	Ohio Intentional Acts Exclusion Deletion Endorsement
00 GL0253 00 (01 15)	Terrorism Risk Insurance Program Reauthorization Act Disclosure Endorsement
00 GL0403 36 (05 09)	Ohio Amendatory Endorsement



#636
Arch Insurance Group
Harborside 3
210 Hudson Street, Suite 300
Jersey City, NJ 07311
T: 201.743.4000
F: 201.743.4005
archinsurance.com

December 11, 2020

Mr. David Boyd, Supervisor
Bureau of Workers' Compensation
Self Insurance Department
30 West Spring Street, 26th Floor
Columbus, OH 43215-2256

Re: Warren County Commissioners
Policy Number: WCX 0059344 05

Dear Sir/Madam:

Enclosed please find our Certificate of Insurance for the above captioned account, which has been bound by Arch Insurance Company, effective January 1, 2021. I trust this will suffice the state's requirements.

Sincerely,

A handwritten signature in cursive script, appearing to read "Bucky M. Nevils Jr.".

Bucky M. Nevils Jr.
Underwriting Assistant
BNevils@Archinsurance.com
Direct: (201) 743-4031

Encl.

cc: Adam Balls - World Risk Management

VA 3340
6636 0110-5400

WORLD Risk Management .

A BALLATOR COMPANY

Warren County - Ohio
406 Justice Drive
Lebanon, OH 45036

Please make checks payable to:

World Risk Management, LLC
20 North Orange Avenue
Suite 500
Orlando, FL 32801

Insured: **Warren County - Ohio**
Policy: **WCX005934404**
Policy Desc: **Workers Compensation Coverage**
Policy Period: **01/01/2021 to 01/01/2022**
Carrier: **Arch Specialty Insurance Company**

Customer Code: **WARRCOU-01**
Invoice #: **94934**
Invoice Date: **12/11/2020**
Due Date: **01/11/2021**
Invoice Total: **\$96,931.00**

Effective	Line Item	Amount
01/01/2021	Renewal of WCTR Effective 1/1/2021	\$96,931.00
	Totals:	\$96,931.00

Resolution

Number 20-1867

Adopted Date December 22, 2020

ACCEPT STATEMENT OF WORK FROM CHC WELLBEING FOR EMPLOYEE
WELLNESS ASSESSMENTS COMMENCING JANUARY 2021

WHEREAS, pursuant to Resolution #20-1713 adopted December 1, 2020, this Board entered into an initial agreement with CHC Wellbeing for the provision of Wellness Assessments for all employees and spouses eligible for the healthcare plan; and

WHEREAS, a Statement of Work is needed in order to finalize scheduling of the Wellness Assessments commencing in January; and

NOW THEREFORE BE IT RESOLVED, to authorize and accept the Statement of Work for Wellness Assessments commencing January 2021; Statement of Work attached hereto and made a part hereof.

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

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

Resolution adopted this 22nd day of December 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

HR/

cc: c/a—CHC Wellbeing
Horan Assoc
OMB Benefits File
Tammy Whitaker, OMB

Location Name: Warren County - 416 East Street Building

Location Information	Screening Information
Screening Contact: Kim Berry Phone Number: 513-695-1559 email: kimberly.berry@co.warren.oh.us Address: 416 S. East Street City, State, Zip: Lebanon, OH 45036 Location Contact Name: Lauren Cavanaugh Location Contact Phone: 513-695-1402 Location Expected Participation: 34 Location Previous Year Participation: 0 Travel Required: Yes Bill Actual Travel Costs: Yes T&E Expenses Paid By: Company Per Participant Travel Fee: \$0.00	Screening Start Date: Tuesday, 1/12/2021 Screening Time: 07:00 AM Eastern Screening Length: 4.5 hours Screening Room Location: TBD Arrival Time: 06:00 AM Eastern Flu Shots: No Privacy Screens or Partitions: Yes Bilingual Staff Needed: No Bilingual Forms Needed: No
Screening Notes:	

Location Name: Warren County - 416 East Street Building

Location Information	Screening Information
Screening Contact: Kim Berry Phone Number: 513-695-1559 email: kimberly.berry@co.warren.oh.us Address: 416 S. East Street City, State, Zip: Lebanon, OH 45036 Location Contact Name: Lauren Cavanaugh Location Contact Phone: 513-695-1402 Location Expected Participation: 39 Location Previous Year Participation: 0 Travel Required: Yes Bill Actual Travel Costs: Yes T&E Expenses Paid By: Company Per Participant Travel Fee: \$0.00	Screening Start Date: Friday, 1/22/2021 Screening Time: 07:00 AM Eastern Screening Length: 4.5 hours Screening Room Location: TBD Arrival Time: 06:00 AM Eastern Flu Shots: No Privacy Screens or Partitions: Yes Bilingual Staff Needed: No Bilingual Forms Needed: No
Screening Notes:	



Location Name: Warren County - Administration Building

Location Information	Screening Information
Screening Contact: Kim Berry Phone Number: 513-695-1559 email: kimberly.berry@co.warren.oh.us Address: 406 Justice Drive City, State, Zip: Lebanon, OH 45036 Location Contact Name: Kim Berry Location Contact Phone: 513-695-1559 Location Expected Participation: 55 Location Previous Year Participation: 0 Travel Required: Yes Bill Actual Travel Costs: Yes T&E Expenses Paid By: Company Per Participant Travel Fee: \$0.00	Screening Start Date: Wednesday, 1/13/2021 Screening Time: 07:00 AM Eastern Screening Length: 4.5 hours Screening Room Location: Rooms 128 A&B Arrival Time: 06:00 AM Eastern Flu Shots: No Privacy Screens or Partitions: Yes Bilingual Staff Needed: No Bilingual Forms Needed: No
Screening Notes:	

Location Name: Warren County - Administration Building

Location Information	Screening Information
Screening Contact: Kim Berry Phone Number: 513-695-1559 email: kimberly.berry@co.warren.oh.us Address: 406 Justice Drive City, State, Zip: Lebanon, OH 45036 Location Contact Name: Kim Berry Location Contact Phone: 513-695-1559 Location Expected Participation: 54 Location Previous Year Participation: 0 Travel Required: Yes Bill Actual Travel Costs: Yes T&E Expenses Paid By: Company Per Participant Travel Fee: \$0.00	Screening Start Date: Wednesday, 1/20/2021 Screening Time: 07:00 AM Eastern Screening Length: 4.5 hours Screening Room Location: Rooms 128 A&B Arrival Time: 06:00 AM Eastern Flu Shots: No Privacy Screens or Partitions: Yes Bilingual Staff Needed: No Bilingual Forms Needed: No
Screening Notes:	



Location Name: Warren County - Administration Building

Location Information	Screening Information
Screening Contact: Kim Berry Phone Number: 513-695-1559 email: kimberly.berry@co.warren.oh.us Address: 406 Justice Drive City, State, Zip: Lebanon, OH 45036 Location Contact Name: Kim Berry Location Contact Phone: 513-695-1559 Location Expected Participation: 55 Location Previous Year Participation: 0 Travel Required: Yes Bill Actual Travel Costs: Yes T&E Expenses Paid By: Company Per Participant Travel Fee: \$0.00	Screening Start Date: Friday, 1/22/2021 Screening Time: 07:00 AM Eastern Screening Length: 4.5 hours Screening Room Location: Rooms 128 A&B Arrival Time: 06:00 AM Eastern Flu Shots: No Privacy Screens or Partitions: Yes Bilingual Staff Needed: No Bilingual Forms Needed: No
Screening Notes:	

Location Name: Warren County - Common Pleas Court Building

Location Information	Screening Information
Screening Contact: Kim Berry Phone Number: 513-695-1559 email: kimberly.berry@co.warren.oh.us Address: 520 Justice Drive City, State, Zip: Lebanon, OH 45036 Location Contact Name: Christine Rambow Location Contact Phone: 513-695-2356 Location Expected Participation: 57 Location Previous Year Participation: 0 Travel Required: Yes Bill Actual Travel Costs: Yes T&E Expenses Paid By: Company Per Participant Travel Fee: \$0.00	Screening Start Date: Tuesday, 1/12/2021 Screening Time: 07:00 AM Eastern Screening Length: 5.0 hours Screening Room Location: EOC Room Arrival Time: 06:00 AM Eastern Flu Shots: No Privacy Screens or Partitions: Yes Bilingual Staff Needed: No Bilingual Forms Needed: No
Screening Notes:	



Location Name: Warren County - Common Pleas Court Building

Location Information	Screening Information
Screening Contact: Kim Berry Phone Number: 513-695-1559 email: kimberly.berry@co.warren.oh.us Address: 520 Justice Drive City, State, Zip: Lebanon, OH 45036 Location Contact Name: Christine Rambow Location Contact Phone: 513-695-2356 Location Expected Participation: 54 Location Previous Year Participation: 0 Travel Required: Yes Bill Actual Travel Costs: Yes T&E Expenses Paid By: Company Per Participant Travel Fee: \$0.00	Screening Start Date: Friday, 1/15/2021 Screening Time: 07:00 AM Eastern Screening Length: 5.0 hours Screening Room Location: EOC Room Arrival Time: 06:00 AM Eastern Flu Shots: No Privacy Screens or Partitions: Yes Bilingual Staff Needed: No Bilingual Forms Needed: No
Screening Notes:	

Location Name: Warren County - Common Pleas Court Building

Location Information	Screening Information
Screening Contact: Kim Berry Phone Number: 513-695-1559 email: kimberly.berry@co.warren.oh.us Address: 520 Justice Drive City, State, Zip: Lebanon, OH 45036 Location Contact Name: Christine Rambow Location Contact Phone: 513-695-2356 Location Expected Participation: 37 Location Previous Year Participation: 0 Travel Required: Yes Bill Actual Travel Costs: Yes T&E Expenses Paid By: Company Per Participant Travel Fee: \$0.00	Screening Start Date: Tuesday, 1/19/2021 Screening Time: 07:00 AM Eastern Screening Length: 5.0 hours Screening Room Location: EOC Room Arrival Time: 06:00 AM Eastern Flu Shots: No Privacy Screens or Partitions: Yes Bilingual Staff Needed: No Bilingual Forms Needed: No
Screening Notes:	

Location Name: Warren County - Engineers Office

Location Information	Screening Information
Screening Contact: Kim Berry Phone Number: 513-695-1559 email: kimberly.berry@co.warren.oh.us Address: 105 Markey Road City, State, Zip: Lebanon, OH 45036 Location Contact Name: Mary Sturgis Location Contact Phone: 513-695-3303 Location Expected Participation: 37 Location Previous Year Participation: 0 Travel Required: Yes Bill Actual Travel Costs: Yes T&E Expenses Paid By: Company Per Participant Travel Fee: \$0.00	Screening Start Date: Friday, 1/22/2021 Screening Time: 08:00 AM Eastern Screening Length: 4.0 hours Screening Room Location: Basement Conference Room Arrival Time: 07:00 AM Eastern Flu Shots: No Privacy Screens or Partitions: Yes Bilingual Staff Needed: No Bilingual Forms Needed: No
Screening Notes:	

Location Name: Warren County - Juvenile & Probate Court

Location Information	Screening Information
Screening Contact: Kim Berry Phone Number: 513-695-1559 email: kimberly.berry@co.warren.oh.us Address: 900 Memorial Drive City, State, Zip: Lebanon, OH 45036 Location Contact Name: Tony Miller Location Contact Phone: 513-695-2417 Location Expected Participation: 35 Location Previous Year Participation: 0 Travel Required: Yes Bill Actual Travel Costs: Yes T&E Expenses Paid By: Company Per Participant Travel Fee: \$0.00	Screening Start Date: Wednesday, 1/20/2021 Screening Time: 07:00 AM Eastern Screening Length: 4.5 hours Screening Room Location: JDC Gymnasium Arrival Time: 06:00 AM Eastern Flu Shots: No Privacy Screens or Partitions: Yes Bilingual Staff Needed: No Bilingual Forms Needed: No
Screening Notes:	



Location Name: Warren County - Juvenile & Probate Court

Location Information	Screening Information
Screening Contact: Kim Berry Phone Number: 513-695-1559 email: kimberly.berry@co.warren.oh.us Address: 900 Memorial Drive City, State, Zip: Lebanon, OH 45036 Location Contact Name: Tony Miller Location Contact Phone: 513-695-2417 Location Expected Participation: 35 Location Previous Year Participation: 0 Travel Required: Yes Bill Actual Travel Costs: Yes T&E Expenses Paid By: Company Per Participant Travel Fee: \$0.00	Screening Start Date: Thursday, 1/21/2021 Screening Time: 07:00 AM Eastern Screening Length: 4.5 hours Screening Room Location: JDC Gymnasium Arrival Time: 06:00 AM Eastern Flu Shots: No Privacy Screens or Partitions: Yes Bilingual Staff Needed: No Bilingual Forms Needed: No
Screening Notes:	

Location Name: Warren County - Sheriff's Office

Location Information	Screening Information
Screening Contact: Kim Berry Phone Number: 513-695-1559 email: kimberly.berry@co.warren.oh.us Address: 822 Memorial Drive City, State, Zip: Lebanon, OH 45036 Location Contact Name: Lavina Hayes Location Contact Phone: 513-695-1607 Location Expected Participation: 31 Location Previous Year Participation: 0 Travel Required: Yes Bill Actual Travel Costs: Yes T&E Expenses Paid By: Company Per Participant Travel Fee: \$0.00	Screening Start Date: Thursday, 1/14/2021 Screening Time: 07:00 AM Eastern Screening Length: 4.5 hours Screening Room Location: Front Training Room Arrival Time: 06:00 AM Eastern Flu Shots: No Privacy Screens or Partitions: Yes Bilingual Staff Needed: No Bilingual Forms Needed: No
Screening Notes:	



Location Name: Warren County - Sheriff's Office

Location Information	Screening Information
Screening Contact: Kim Berry Phone Number: 513-695-1559 email: kimberly.berry@co.warren.oh.us Address: 822 Memorial Drive City, State, Zip: Lebanon, OH 45036 Location Contact Name: Lavinia Hayes Location Contact Phone: 513-695-1607 Location Expected Participation: 60 Location Previous Year Participation: 0 Travel Required: Yes Bill Actual Travel Costs: Yes T&E Expenses Paid By: Company Per Participant Travel Fee: \$0.00	Screening Start Date: Tuesday, 1/19/2021 Screening Time: 07:00 AM Eastern Screening Length: 4.5 hours Screening Room Location: Front Training Room Arrival Time: 06:00 AM Eastern Flu Shots: No Privacy Screens or Partitions: Yes Bilingual Staff Needed: No Bilingual Forms Needed: No
Screening Notes:	

Location Name: Warren County Administration Building

Location Information	Screening Information
Screening Contact: Kim Berry Phone Number: 513-695-1559 email: kimberly.berry@co.warren.oh.us Address: 406 Justice Drive City, State, Zip: Lebanon, OH 45036 Location Contact Name: Kim Berry Location Contact Phone: 513-695-1559 Location Expected Participation: 51 Location Previous Year Participation: 0 Travel Required: Yes Bill Actual Travel Costs: Yes T&E Expenses Paid By: Company Per Participant Travel Fee: \$0.00	Screening Start Date: Thursday, 1/14/2021 Screening Time: 07:00 AM Eastern Screening Length: 4.5 hours Screening Room Location: Rooms 128 A&B Arrival Time: 06:00 AM Eastern Flu Shots: No Privacy Screens or Partitions: Yes Bilingual Staff Needed: No Bilingual Forms Needed: No
Screening Notes:	

HEALTH & WELLNESS PRICING

Participant Group 1		Participants: Benefit Eligible Employee, Spouse of Benefit Eligible Employee														
Included																
Tests	Health & Wellness H & W + Reflex A1C	TSH	PSA	Nicotine	Reflex Nicotine	Hemoglobin A1C	Cardio C	Homocysteine	Blood Type	Vitamin D	Testosterone	B12 Folate	H Pylori	Gluten Allergy	NMR	Antibody (Igg)
Client Paid	\$105	\$0				\$0										
Insurance Paid (PPO - Included)																
Insurance Paid (PPO - By Request)																
Participant Paid			\$39				\$39	\$54	\$25	\$40	\$42	\$42	\$41	\$29	\$99	\$105
Tests Not Available				✓	✓											
Payer: Company Co-pay Amount: \$0.00 Co-pay Payer: N/A		Price: \$105.00 Company Surcharge: \$0.00 Solution Type: EDUCATE					Take Insurance (Y/N): No PSA Age Cutoff:									
Notes: All employees and those spouses that are eligible to be on the company health plan are eligible for the screenings. CHC will bill Warren County \$105 per screening per participant which includes TSH Females 40+ and A1C for all. Additional tests participant paid.																



CHC Wellbeing Statement of Work

<u>Client Information</u>		<u>Billing Contact Information</u>	
Client Name	Warren County	Bill To	Warren County
Contact Name	Kim Berry	Billing Contact	Tammy Whitaker
Phone Number	513-695-1559	Phone Number	513-695-1324
email	kimberly.berry@co.warren.oh.us	email	Tammy.Whitaker@co.warren.oh.us
Address	406 Justice Drive	Address	406 Justice Drive
City, ST, Zip	Lebanon, Ohio 45036	City, ST, Zip	Lebanon, Ohio 45036

<u>Wellbeing Program Eligibility</u>			
Total Employees	1,000	Total Expected Participation	700
Total Eligible to Participate	1,464	Total Participation Last Year	700
Funding Type	Self-Funded	Insurance Carrier	

<u>Program Information</u>			
Program Type	EDUCATE	Program Start Date	1/1/2021
Package Price	\$105.00	Program End Date	11/30/2020
Minimum Required per Event	25	Incentive Description	PTO
Under Minimum Fee	\$105.00	Qualifying Question	No
Under Minimum Payor	Company	HRA Option	Standard HRA
Under Minimum Notes		Job Notes	includes TSH Females 40+ and A1c for all.

Activity Tracker	Yes, w/o health data integration	Nutrition Tracker	Yes, w/o health data integration	Sleep Tracker	Yes, w/o health data integration
Hydration Tracker	Yes	eLearning	No	Financial Wellbeing	Yes
Message Board	Yes	Mindfulness	Yes	Go Green	Yes

Travel Required	Yes	Bill Actual Travel	Yes	Per Participant Travel Fee	\$0.00
Travel Fee Notes: \$4,000 Cap on Travel and Expense Cost					

Remote	Yes	New Hire Remote	Yes	Remote Only	No
Remote End Date	5/31/2021	New Hire Remote End Date	10/31/2021		

Physician Screening Form	No	Physician Screening Price	\$0.00
Physician Screening End Date		Physician Screening Payor	

DEC 17 '20 RCVD

RECEIVED 0160000

Additional Services			
Onsite HWW Measurements		Height	No
	\$	Weight	No
		Waist	No
Walking Program: No	Start Date	Price	\$
	End Date	Billing Option	
	Eligible Population		
Health Coaching: No	Start Date	Price	\$
	End Date	Billing Option	
	Eligible Population		
Custom Rewards: No	Start Date	Price	\$
	End Date	Billing Option	
	Eligible Population		
Historical Data (Up to 3 previous years)	No	Biometric Data Import	No
	\$0.00	(Current Year)	\$0.00
Billing Notes:	Please send invoice to Tammy, Kim and Jeff. Please send one invoice in February upon completion of the January onsite screenings and any completed remotes through 1/31/21. Send a second invoice in June upon completion of the remote 5/31/21 deadline. Send a final invoice in November upon completion of the new hire remote screening deadline of 10/31/21.		

HRA Questions / Responses	
<u>Questions</u>	<u>Responses</u>

CANCELLATION POLICY: Please note that a cancellation fee will apply for events cancelled with less than two weeks' notice. The fee is \$500 plus non-refundable travel costs incurred.


If you have elected insurance as the payment method and insurance does not cover the claims, CHC will invoice you for services rendered.

Invoices that are 45 days past due are subject to penalty of 1.5% of the total invoice amount.

I have reviewed and I agree to the terms, minimums and fees reflected in this document.

Client Name: Warren County


CHC Wellbeing, Inc.

By: [Signature] 
Client Signature

Name: [Name] David Young
Printed Name

Title: [Title] President
Title

Date: [Date] 12/22/20

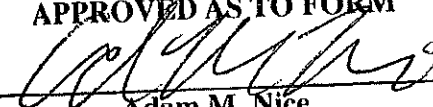
By: [Signature] 
Client Signature

Name: [Name] Brian Caputo

Title: [Title] Director of Strategy and Finance

Date: [Date] 12/15/2020

APPROVED AS TO FORM


Adam M. Nice
Asst. Prosecuting Attorney

Resolution

Number 20-1868

Adopted Date December 22, 2020

APPROVE AN AMENDMENT TO THE ENGINEERING CONTRACT WITH STANTEC CONSULTING SERVICES, INC. ON BEHALF OF THE WARREN COUNTY ENGINEER'S OFFICE

BE IT RESOLVED, to enter into an amendment to the consulting services contract approved by Resolution #20-0435, dated March 12, 2020 with Stantec Consulting Services, Inc., 11687 Lebanon Road, Cincinnati, OH 45241 for the King Avenue Bridge Improvements Project Final Phase B Design; as attached hereto and made a part hereof.

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

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

Resolution adopted this 22nd day of December 2020.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: c/a—Stantec Consulting Services, Inc.
Engineer (file)

AMENDMENT TO AGREEMENT

Amendment No. 1

Amending Engineering Contract
For
King Avenue Bridge #282-0.97 Over Little Miami River
Improvements Project – Final Phase B Design

This FIRST AMENDMENT to an AGREEMENT dated March 12, 2020 for the King Avenue Bridge #282-0.97 Over Little Miami River Improvements Project – Final Phase B Design in Warren County is made as of the date stated below, by and between the Warren County Board of County Commissioners, hereinafter referred to as the “OWNER” on behalf of the Warren County Engineer, hereinafter referred to as the “COUNTY ENGINEER” and Stantec Consulting Services Inc., hereinafter referred to as the “ENGINEER.”

On the 12th day of March, 2020, the OWNER and the COUNTY ENGINEER and the ENGINEER entered into an AGREEMENT by Resolution No. 20-0435, to perform the final design of the King Avenue Bridge #282-0.97 Over Little Miami River Improvements Project. The design included a bridge replacement over the Little Miami River, a new bridge separating Grandin Road from the Little Miami Scenic Trail, a new parking lot for the trail, roundabout at the Powder Factory and parking lot entrance, and various roadway improvements along King Avenue and Grandin Road and the OWNER agreed to expend a sum not to exceed \$572,241.00 to pay for the specified engineering service.

It is now necessary and in the COUNTY ENGINEER’S interest to revise SECTION 1 – BASIC SERVICES OF ENGINEER of the AGREEMENT to include a Regulated Materials Review Investigation, final design for extending the Warren County Water and Sewer water main into Kings Mills, and additional Stantec hours for environmental coordination, final right-of-way design, and retaining wall design. In order to do so, it is necessary to increase the maximum prime compensation to be paid to ENGINEER by an amount of ~~\$71,297.00~~ to a total of **\$643,538.00**; without extending the completion date of the contract with the ENGINEER. See Exhibit A (ENGINEER’S Proposal) which is hereby incorporated by reference into this AMENDMENT.

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

[The remaining portion of this page is blank]

ENGINEER :

IN EXECUTION WHEREOF, Stantec Consulting Services Inc. has caused this Agreement to be executed on the date stated below by STEVEN SHADIX, its PRINCIPAL, pursuant to a corporate Resolution authorizing such act.

STANTEC CONSULTING SERVICES INC.

SIGNATURE: 

PRINTED NAME: STEVEN SHADIX

TITLE: PRINCIPAL

DATE: DECEMBER 4, 2020

OWNER:

IN EXECUTION WHEREOF, upon written recommendation of the Warren County Engineer, the Warren County Board of County Commissioners has caused this Agreement to be executed by David Young, its President on the date stated below, pursuant to Resolution No. 20-1968, dated 12/22/20.

RECOMMENDED BY:
WARREN COUNTY ENGINEER

SIGNATURE: 

PRINTED NAME: Neil F. Tunison

TITLE: Warren County Engineer

DATE: 12/10/2020

APPROVED BY:
WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS

SIGNATURE: 

PRINTED NAME: David Young

TITLE: President

DATE: 12/22/20

Approved as to Form:

DAVID P. FORNSHELL,
PROSECUTING ATTORNEY
WARREN COUNTY, OHIO

BY: 
Assistant Prosecuting Attorney



Stantec Consulting Services Inc.
11687 Lebanon Road, Cincinnati OH 45241-2012

December 3, 2020

Mr. Neil F. Tunison, P.E., P.S.
Warren County Engineer
210 West Main Street
Lebanon, Ohio 45036

Subject: Revised Proposal for Consulting Services
King Avenue Bridge Replacement – Final Design Mod #1
PID No. 106724

ATTN: Mr. Roy G. Henson, P.E., P.S.

Enclosed is Stantec's Revised Cost Proposal to complete Final Design on the King Avenue Bridge Replacement Project. This proposal was updated based on comments received during a phone conversation with Roy Henson on December 2, 2020. It covers out of scope items that have been identified since the Final Design contract executed earlier this year and reflects negotiations discussed on the phone.

We appreciate the opportunity to help move this project toward construction. Should you have any questions about items in this revised modification request or if you need any additional information, please do not hesitate to call.

Regards,

STANTEC CONSULTING SERVICES INC.

A handwritten signature in black ink, appearing to read "Steven N. Shadix".

Steven N. Shadix, P.E., P.S.
Principal
Phone: (513) 619-6470
Steve.Shadix@stantec.com

December 3, 2020

SCOPE OF SERVICES

FINAL DESIGN MOD #1

KING AVENUE BRIDGE CROSSING OF THE LITTLE MIAMI RIVER

PID No. 106724

Prepared For: Warren County Engineer's Office

GENERAL SCOPE OF WORK

This proposal outlines proposed tasks for completing Stage 2, 3 & Final Design Plans, Final Right-of-Way Plans, Water & Sewer Design Plans and Miscellaneous Environmental Tasks for the replacement of the King Avenue Bridge over the Little Miami River (Bridge #282-0.97). These tasks were not accounted for in the original Final Design contract. The design effort will focus on detailed design tasks based on the approved Stage 2 Plans. Construction Services will be included in a future contract modification if requested by Warren County.

PROJECT BACKGROUND

The King Avenue crossing of the Little Miami River is located just east of Kings Mills in Deerfield and Hamilton Townships, Warren County, Ohio. This segment of King Avenue (Deerfield Township) / Grandin Road (Hamilton Township) is currently closed to truck traffic due to difficult geometry at the Little Miami River and west towards Kings Mills. The road is a two-lane urban local road that has minimal shoulders, a near 180 degree switchback on the west side of the river and two 90 degree curves at the bridge approach on the east side of the Little Miami River. Larger vehicles that attempt to navigate this stretch of roadway frequently get hung up in either the switchback or the 90 degree bends. Traffic counts in 2013 showed an AADT of 8,156 vehicles.

The existing structure over the Little Miami River is a prestressed adjacent concrete box beam bridge constructed in 1987. The structure currently has a sufficiency rating of 4.0 and a general appraisal rating of 4P, but has been steadily deteriorating based on recent annual bridge inspections and load ratings. Currently the bridge is posted for a maximum load of 17 tons.

The King Avenue / Grandin Road corridor passes through several environmentally sensitive areas including the Little Miami State & National Scenic River, the community of Kings Mills, the Little Miami Shared Use Trail, and several hazardous material sites. Additionally, the corridor is adjacent to a National Historic Landmark.

A preliminary engineering study was conducted to determine the best means to address the deteriorating structure. Stantec worked with the Warren County Engineer's Office to develop three alternatives for consideration. The first alternative proposed closing King Ave/ Grandin Road when the bridge could no longer safely accommodate the travelling public. The second alternative proposed a new superstructure and new abutments to replace the bridge in its current location, reusing the piers. The third alternative relocated a replacement structure upstream, allowing for a clear span of the Little Miami Scenic River and realignment of the most constrictive elements of the roadway approach geometry including the 180 degree switchback and the two 90 degree bends. This alternative also allowed for grade separation of the roadway from the Little Miami Shared Use Trail.

The three alternatives were coordinated with local governments, the Ohio Department of Natural Resources, US EPA, the developer of the Peters Cartridge Factory and were presented to the public in April 2017. Based on public input and internal analysis by the Warren County Engineer's Office, Alternative 3 was identified as the preferred alternative. During Stage 1 Plan design and NEPA environmental coordination, Alternative 3 was modified to remove the proposed retaining walls and add a modern single-lane roundabout to serve both the Peters Cartridge Factory Redevelopment and a new trail access parking lot for ODNR.

PROPOSED TASKS

The following general task categories are proposed for finalizing the King Avenue Bridge Replacement Project: A) Environmental Field Studies and Refined Impacts, B) Water & Sewer Work for Warren County Water & Sewer, D) Final Right-of-Way Plans, and E) Detailed Design Plans.

A. Environmental Field Studies and Refined Impacts

Task: Environmental Commitment Coordination: Due to the significant number of environmental commitments for the King Avenue Bridge Project, additional work was required to compile the commitments and coordinate this effort with ODOT.

Environmental Commitments are typically generated by the EnviroNet System as part of the Environmental Documentation. Based on this approach, Stantec's original proposal included 6 hours for this task.

However, for King Avenue, Stantec was advised by ODOT to create a separate spreadsheet which listed each of the environmental commitments by environmental category. The environmental commitments included in the spreadsheet were developed based on the agency coordination letters received from Ohio Department of Natural Resources (ODNR) and US Fish and Wildlife Service (USFWS), as well as input from ODOT-OES. This spreadsheet was provided to ODOT and WCEO for review and was revised twice based on comments. The additional time spent on this task was 28 hours.

Task: Remediated Soils Plan Sheet: As part of the Environmental Commitments and to make it clearer for the Contractor to understand where the remediation areas adjacent to the Peter's Cartridge Factory are located, Stantec was request to prepare an additional plan sheet to depict the remediation areas identified in the RMR. Stantec proposes 6 hours to compile this information on a new sheet to be part of the construction plan set.

Task: Regulated Materials Review Investigation: This task consists of our subconsultant, Wood Environment & Infrastructure completing a Regulated Materials Review Investigation Report on the former King Powder Company properties within the project area. This investigation includes five proposed borings for sampling and laboratory analysis. See Wood's proposal for more details. Additionally, Stantec requests 24 hours for coordination and QA/QC review of Wood's report.

B. Water & Sewer Work

Task: Water Works Plan: This task covers additional scope and revisions requested by Warren County Water and Sewer on the King Ave Bridge project. The scope includes the following items of work:

- Design plans for approximately 500 LF of additional 24" watermain from north end of King Ave Project to intersection of Miami St and King Ave. This shall be a full set of drawings to be bid separately from King Ave Bridge.
- Revise King Ave plans per station and alignment revisions (Additional Scope and Comments).
- Temporary water main design to allow the existing water main to remain active during construction of eastern bridge abutment. (Additional Plan and Profile Sheet on King Ave Bridge Plans)
- Coordination with IBI and Strand on Water main and sewer locations.
- Project Management time for the additional scope.

- Submittals for 95% and 100% completion.
- Additional topographic survey from approximately existing pump station on King Ave to Miami Street. Includes additional RW and property research. (150 LF each direction at intersection)
- Added fees for Water Plan Submittal for King Ave Bridge Package and the King Ave/Miami Street package. (It has previously been assumed WCWS could self-certify)
- Additional Bridge work, design, and Internal/Vendor Coordination due to the increase of Water main pipe size to 24" and the underestimated changes that it has caused.

Stantec requested \$24,900 for this additional effort. Christopher Wojnicz with Warren County Water & Sewer approved these tasks and this amount on October 15, 2020.

C. Final Right-of-Way Plans

Task: Additional Legal Descriptions & Revisions: Based on preliminary Right-of-Way plans we assumed 30 legal descriptions and closure calculations. However, we have since needed to complete ten additional legal descriptions and make resulting changes to the plans for those. The following parcels were added 10-S, 11-S, 12-U, 16-T3, 17-T1, 17-T2, 27-CH, and 27-E. Plus an extra legal was completed to combine 24, 27 & 28 and 15-T was eliminated and 14-T was rewritten to incorporate it. Stantec requests 30 hours for the legals/closures and 40 hours for the plan revisions.

Task: Existing Centerline Shift Revisions: Following review by the Tax Map office, Stantec was requested to revise the existing centerline and right-of-way lines on Sheets 10-12. Per the discussion our understanding was that our work was not incorrect, but that a final judgement was made on this centerline between parcels 10/11, 14/11 and 16/11 was made by the Engineer's Office to resolve a difference. Work involved revising legal descriptions/closures for 10-T, 14-T and 16-T1, revising PRO calculations for 10-WD and 11-WD, and revising the right-of-way detail sheets 10, 11 & 12. Stantec requests 30 hours for these revisions.

Task: Survey Plat & Legal Descriptions for Parcel Split: We are anticipating a request to create a new survey plat and two legal descriptions for a parcel split of 23-ODNR to transfer necessary Warren County property to ODNR as part of the 6(f) land swap. Stantec requests 12 hours for this effort.

D. Detailed Design Plans

Task: WAR-CR282-0.66 Coordination: Work for this task includes direct coordination with Strand and resulted in modification to the typical section and plan sheets, a profile extension towards Kings Mills, three additional cross sections, and an additional superelevation table. Stantec estimates 25 hours for this effort.

Task: Retaining Wall Design: Immediately prior to the submission of the Stage 2 plans, Stantec discovered that a retaining wall was required between Sta. 114+80 and Sta. 115+40. This area was previously between cross sections and grading checks showed that a wall was required. The resulting wall was added to the plan sheets and also resulted in the creation of three new retaining wall sheets. Stantec requests 60 hours for this effort.

Task: Pavement Resurfacing: At the end of the project, a length of restrained joint pipe was determined to be required for the proposed water line. This additional pipe installation requires resurfacing of an additional 130 feet up Grandin Road. Work for this includes a new typical section, plan sheet revisions, a profile extension and three additional cross sections. Stantec requests 18 hours for this effort.

PROPOSED FEE

Task	Proposed Hours	Direct Costs	Stantec Lump Costs	Subconsultant Costs	Proposed Fee
A. Environmental	58	\$0	\$0	\$27,550	\$35,839
B. Water & Sewer Work	0	\$0	\$24,900	\$0	\$24,900
C. Final Right-of-Way	112	\$0	\$0	\$0	\$12,356
D. Detailed Design Plans	103	\$0	\$0	\$0	\$11,699
TOTAL	273	\$0	\$24,900	\$27,550	\$84,794
Reallocations					
Credit due to reduced cost of Acoustic Bat Survey vs. Mist Netting Survey					-\$2,997
Bat Mist Netting Survey – Radio Telemetry per Bat (never authorized)					-\$10,500
REALLOCATIONS TOTAL					-\$13,497
GRAND TOTAL OF NEW FUNDS REQUESTED					\$71,297

LISTING OF SUBCONSULTANTS

<u>Subconsultant Firm</u>	<u>Work Category</u>	<u>Total Amount Proposed</u>
Wood Environment & Infrastructure	RMR Investigation of King Powder Co.	\$27,550

PROPOSED SCHEDULE

This proposal assumes the following schedule which for the most part maintains the schedule under which the project has been operating.

<u>Milestone</u>	<u>Date</u>
Authorization	12/12/2017
Feasibility Study Submission	11/5/2018
AER Submission	4/3/2019
Stage 1 Design Submission	5/2/2019
Stage 1 Review Complete	6/26/2019
Preliminary ROW Plan Submission	6/28/2019
Stage 2 Design Submission	6/1/2020
Final ROW Plan Submission	6/1/2020
Stage 2 Review Complete	8/18/2020
Environmental Clearance	10/30/2020
R/W Authorized	11/13/2020
Stage 3 Design Submission	3/1/2021
Stage 3 Review Complete	4/1/2021
404/401 Permit Application	5/1/2021
R/W Acquisition Complete	10/29/2021
Tracings Design Submission	7/14/2021
404/401 Permit Approved	1/1/2022
Sale	2/1/2022
Construction	3/1/2022 - 3/1/2024
Mussel Relocation	8/1/2022 (prior to OHW disturbance)

ATTACHMENTS

Appendix A: Stantec Cost Proposal	
Cost Summary*	page A1
Labor Summary	page A2
Appendix B: Wood E&I Proposal	pages B1-B5

*Note that Stantec Lump Costs related to Water & Sewer tasks are shown in this spreadsheet as "Subconsultant Costs," but will still be performed by Stantec.

APPENDIX A

Stantec Cost Proposal

- ❖ Cost Summary
- ❖ Labor Summary

PROPOSAL COST SUMMARY

C-R-S	KING AVE - WAR-CR282-0.97		
Consultant:	Stantec Consulting Services Inc.		
Agreement No.	Final Design	State Average Overhead Rate	157.26%
Modification No.	1	Consultant Overhead Rate:	158.57%
PID No.	106724	Cost of Money:	0.66%
Proposal Date	11/20/2020 rev. 12/3/2020	Net Fee Percentage:	10%
		Average Hourly Rate	
		Total Hours	
		Labor Costs	
		Overhead Costs	
		Direct Costs	
		Subcon Costs	
		Net Fee	
		Total Cost	

Task Description

AUTHORIZED TASKS:

Task Description	Average Hourly Rate	Total Hours	Labor Costs	Overhead Costs	Direct Costs	Subcon Costs	Net Fee	Total Cost
A. Environmental Field Studies and Refined Impacts								
Environmental Commitment Coordination	\$51.93	28	\$1,454	\$2,306	\$0	\$0	\$374	\$4,143
Remediated Soils Plan Sheet	\$33.00	6	\$198	\$314	\$0	\$0	\$51	\$564
Regulated Materials Review Investigation	\$52.38	24	\$1,257	\$1,993	\$0	\$27,550	\$323	\$31,132
TOTAL - Environmental Field Studies and Refined Impacts		58	\$3,909	\$4,613	\$0	\$27,550	\$748	\$36,833
B. Water & Sewer Work								
Water Works Plans	#DIV/0!	0	\$0	\$0	\$0	\$24,900	\$0	\$24,900
TOTAL - Water & Sewer Work		0	\$0	\$0	\$0	\$24,900	\$0	\$24,900
C. Final Right of Way Plans								
Additional Legal Descriptions (10) & Resulting Plan Revisions	\$37.75	70	\$2,643	\$4,190	\$0	\$0	\$680	\$7,530
Existing Centerline Shift Revisions	\$38.62	30	\$1,159	\$1,837	\$0	\$0	\$298	\$3,301
Survey Plat & Legal Descriptions for Parcel Split	\$44.58	12	\$535	\$848	\$0	\$0	\$138	\$1,524
TOTAL - Final Right of Way Plans		112	\$4,337	\$6,875	\$0	\$0	\$1,116	\$12,336
D. Detailed Design Plans								
WAR-CR282-0.66 Coordination	\$41.42	25	\$1,036	\$1,642	\$0	\$0	\$266	\$2,951
Retaining Wall Design	\$41.57	60	\$2,494	\$3,955	\$0	\$0	\$642	\$7,107
Pavement Resurfacing	\$32.00	18	\$576	\$913	\$0	\$0	\$148	\$1,641
TOTAL - Detailed Design Plans		103	\$4,106	\$6,510	\$0	\$0	\$1,056	\$11,636
TOTAL AUTHORIZED PARTS		273	\$11,351	\$17,998	\$0	\$52,450	\$2,920	\$84,794

REALLOCATIONS:

Task Description	Average Hourly Rate	Total Hours	Labor Costs	Overhead Costs	Direct Costs	Subcon Costs	Net Fee	Total Cost
Bat Mist Netting Survey	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	-\$2,997
Bat Mist Netting Survey - Radio Telemetry per bat (if Authorized)	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	-\$10,500
TOTAL REALLOCATIONS		0	\$0	\$0	\$0	\$0	\$0	-\$13,497
GRAND TOTAL		273	\$11,351	\$17,998	\$0	\$52,450	\$2,920	\$71,297

PROPOSAL LABOR SUMMARY											Version: Feb 2017									
C-R-S	KING AVE - WAR-CR282-0.97	Stantec Consulting Services Inc.	Final Design	1	106724	11/20/2020 rev. 12/3/2020	Project Manager	Sr. Roadway Engineer	Sr. Structural Engineer	Engineer II	Engineer I	Sr. Technician	Technician	Prof. Surveyor	Survey Crew (2-man)	Env. Mgr	Env. Scientist	St. Geotech Engineer	Total	Cost
							\$68.00	\$49.75	\$66.50	\$41.50	\$29.50	\$34.25	\$28.75	\$49.75	\$95.00	\$49.25	\$39.00	\$63.00		
AUTHORIZED TASKS:																				
	Environmental Commitment Coordination						4			2		4				24			28	\$1,454
	Remediated Soils Plan Sheet						4									20			24	\$1,257
	Regulated Materials Review Investigation																			
	Water/Sewer Work																			
	Water Works Plans																			
	TOTAL Water/Sewer Work																		0	\$0
	Additional Legal Descriptions (10) & Resulting Plan Revisions											40		30					70	\$2,643
	Existing Centerline Shift Revisions										8	10		12					30	\$1,159
	Survey Plat & Legal Descriptions for Parcel Split										4			8					12	\$535
	TOTAL Additional Legal Descriptions											52		50					102	\$4,337
	WAR-CR282-0.66 Coordination						4			12	9								25	\$1,036
	Retaining Wall Design							4		48	8								60	\$2,494
	Pavement Resurfacing								4	10			4						18	\$676
	TOTAL WAR-CR282-0.66 Coordination											4							73	\$3,206
	TOTAL AUTHORIZED PARTS						12	0	4	66	27	12	58	50	0	44	0	0	273	\$11,351
REALLOCATIONS:																				
	Bar Mist Netting Survey																		0	\$0
	Bar Mist Netting Survey - Radio Telemetry per bar (if Authorized)																		0	\$0
	TOTAL REALLOCATIONS						0	0	0	0	0	0	0	0	0	0	0	0	0	\$0
	GRAND TOTAL						12	0	4	66	27	12	58	50	0	44	0	0	273	\$11,351



3 August 2020

Ms. Caroline Ammerman
Transportation Planning Manager
Stantec
11687 Lebanon Road
Cincinnati, OH 45241

Wood Environment & Infrastructure Solutions, Inc.
521 Byers Road, Suite 204
Miamisburg, OH 45342
USA
T: 937-859-3600
www.woodplc.com

**Re: Proposal for Regulated Materials Review (RMR) Investigation of the Former King Powder Company (RM-001)
WAR-282-0.97 King Avenue Bridge, Warren County, Ohio; PID 106724
Wood Proposal#: 7615-20-094**

Dear Ms. Ammerman:

Wood Environment & Infrastructure Solutions, Inc. (Wood) is pleased to provide this proposal and cost estimate to Stantec for the above referenced professional services in support of the King Avenue Bridge Over Little Miami River Improvements Project, WAR-282-0.97, PID 106724 (Project) in Warren County, Ohio. This proposal includes Project background, scope of work, schedule, fee and assumptions.

Project Area Description

The Project site is located in the area of King Avenue/Grandin Road and the Little Miami River in Warren County, Ohio. The Project includes construction of a new bridge, removal of the existing bridge, and improvements to the roadway approach and geometry. The Little Miami Scenic Trail will be realigned under the roadway and a new paved parking lot for trail users will be constructed.

Scope of Work

Wood proposes to conduct a Regulated Materials Review (RMR) Investigation at the former King Powder Company (RM-001 [designated RMR-1 in the RMR Assessment Report]). The RMR Investigation proposed scope of work, schedule, fee, and assumptions are described below. The proposed scope of work is based on the Ohio Department of Transportation (ODOT) Office of Environmental Services (OES) recommendations. The ODOT OES recommendations included a figure depicting five proposed sampling locations.

Wood will conduct field activities that include installation of five borings using Direct Push Technology. Prior to commencing investigative field activities, Wood will develop a Site-Specific Health and Safety Plan (SSHSP) for the work. Wood's subcontractor will contact Ohio Utilities Protection Services (OUPS) at least 48 hours prior to the commencement of field activities to request that their member utilities mark the publicly-owned underground utilities located on the property. The boring locations will be located as shown in the ODOT OES recommendations except for any necessary shifts made to avoid utilities, steep terrain, or to reduce traffic impacts. Wood anticipates that the closure of one lane of King Avenue may be required for a subset of the borings.

Wood will advance five borings to target depths of 20 feet (ft) below ground surface (bgs). If refusal is encountered prior to reaching the target depth, the boring will be offset, and a subsequent borehole drilled. A maximum of one offset boring will be made. Continuous soil samples will be collected during drilling, and Wood will log the characteristics of the soil intervals (i.e., texture, color, moisture content, odor, etc.). Each soil core will be visually assessed for evidence of contaminant impacts (e.g., staining) and an aliquot of soil from each 2-ft interval will be placed in a sealed plastic bag for field screening.



Headspace field screening will be conducted using with a photoionization detector (PID), and the volatile organic readings will be recorded. One soil sample will be selected from each boring for analysis biased to the interval exhibiting the highest PID field screening reading, or if inconclusive, with the most significant visual or olfactory indication of contamination will be selected, containerized, and submitted for laboratory analysis. In the event that the PID readings are inconclusive and there are no visual or olfactory indications of contamination, then the interval selected for analysis will be the interval above the soil-water interface, or if no saturation is encountered, the bottom interval of the boring.

The soil samples will be placed into a cooler on ice and will be shipped or delivered under chain-of-custody to a laboratory for analysis. The soil samples will be analyzed for:

- Volatile Organic Compounds (VOCs) by United States Environmental Protection Agency (USEPA) Method 8260;
- Semivolatile organic compounds (SVOCs) by USEPA Method 8270;
- Resource Conservation and Recovery Act (RCRA) metals by USEPA method 6010/7471;
- Total Petroleum Hydrocarbons (TPH) - Gasoline-Range Organics (GRO), TPH - Diesel-Range Organics (DRO), and Oil-Range Organics (ORO) by USEPA Method 8015M;
- Perchlorate by USEPA Method 6850; and,
- Nitrates by USEPA Method 9056.

A trip blank will accompany VOC samples and will be analyzed for VOCs using USEPA Method 8260. The laboratory will provide the analytical results in a Level II Data Package.

Following soil sample collection, borings will be sealed using hydrated granular bentonite. It is anticipated that excess soil (investigation-derived waste) will be minimal. Investigative-derived waste will be disposed as general refuse in a sanitary waste receptacle unless otherwise indicated to be warranted by field observations.

Wood will prepare an RMR Investigation Report. The report will include the following information:

- Summary of the property history;
- Geological information, physical setting, and hydrogeologic information;
- Evaluation of regulated material transport and exposure;
- Description of field activities and analytical procedures;
- Data evaluation and comparison to criteria;
- Conclusions and recommendations; and,
- Figures and tables.

The RMR Investigation Report will be submitted electronically to Stantec as a Draft. Following receipt of Stantec comments, Wood will issue the final report electronically to Stantec.

Work Schedule

Wood anticipates beginning field activities within 6 weeks following receipt of Stantec's authorization, notice to proceed and demonstration of right-of-access. Wood anticipates conducting a site visit prior to the drilling activities to mark and evaluate pathways to access the proposed boring locations. The borings are anticipated to be completed within 2-field days. Wood anticipates providing the draft report 4 to 6 weeks following completion of the field activities.

Fee

Wood estimates a cost of **\$27,550** to perform the scope of work presented herein. A detailed cost sheet is attached.

Assumptions

The cost to perform the scope of work presented herein is dependent on the following assumptions.

- Work will be performed in Level D personal protective equipment.
- Stantec will obtain access agreements for Wood personnel to enter and drill on the property.
- Stantec will direct Wood to existing paths/trails that were cleared for the previous geotechnical evaluation. Wood assumes existing paths/trails will be adequate to allow the drill rig to access the boring locations.
- Wood will not be responsible for replacing vegetation damaged in the process of accessing to the boring locations and will not be required to remove displaced vegetation from the site.
- Wood is permitted to shift boring locations to avoid underground utilities, steep terrain, and heavy traffic. Borings may also be shifted towards existing paths if access to the proposed locations cannot be reasonably accomplished without further clearing of trees. Wood understands that it is not permissible to cut down any mature trees to enable access.
- Wood will be permitted to temporarily close one lane of traffic on King Avenue to complete borings that are in the road or along the shoulder. No permit for lane closure will be required. Costs associated with signage and flagging are included.
- Wood will be permitted to temporarily remove the guard rail to enable access to the drilling locations.
- The field work can be completed during normal business days/hours (i.e., Monday through Friday, between the hours of 6AM and 6PM) with no more than 2 days for the investigative drilling.
- The nitrate methodology proposed above differs from the method specified in the ODOT OES recommendations. Wood assumed the proposed method will be acceptable.

Should any of the above assumptions be invalid, Wood will contact Stantec to discuss the deviation and additional costs that may apply.

Terms and Conditions

Wood proposes to perform the scope of work described herein on a time and materials basis as a change order under the existing Subconsultant Agreement between Stantec and Wood dated 23 April 2018. A cost estimate is attached.

Authorization

This proposal may be authorized by Stantec's issuance of a change order and Notice to Proceed.

CLOSING

Wood appreciates the opportunity to provide this proposal. If you have any questions or comments following your review of this correspondence, please contact us at (937) 859-3600.

Sincerely,

Wood Environment & Infrastructure Solutions, Inc.



Laura Funk, CP
Senior Project Manager



Bertisabel Custer, CHMM
Environmental Branch Manager

Attachment: cost estimate

Project Description: RMR Investigation of RMR-1
 PID 106724

C/R/S

PID #
 AGREEMENT NO.
 Task Order Number:

Startec

CONSULTANT
 DATE

Wood Environment & Infrastructure Solutions, Inc.
 8/3/2020

Fringe Benefits = 0.00% V
 Overhead Rate = 142.68% W
 Overhead for Fee = 157.26% X
 Net Fee Percentage = 11.00% Y
 Cost of Money = 0.00% Z

A	B	C	D	E	F	G	H	I	J
Task Description	Hourly Rate	Total Hours	Direct Labor Costs	Overhead	Cost of Money	Direct Costs	Subcon Costs	Net Fee	Total Cost
			B * C	D * W	D * Z			(D + (D*X))*Y	D+E+G+H+I
Senior Principal/Project Manager	\$53.00	26	\$ 1,378.00	\$ 1,966.13	\$ -	\$ 1,812.00	\$ 2,540.00	\$ 389.95	\$ 8,086.09
Sr. Sci/Eng/Geo	\$43.00	64	\$ 2,752.00	\$ 3,926.55	\$ -	\$ 4,695.00	\$ 4,695.00	\$ 778.78	\$ 12,152.33
Project Sci/Eng/Geo	\$33.00	16	\$ 528.00	\$ 753.35	\$ -	\$ 3,000.00	\$ 3,000.00	\$ 149.42	\$ 4,430.77
Staff II	\$23.00	0	\$ -	\$ -	\$ -	\$ 675.00	\$ 675.00	\$ -	\$ 675.00
Technician	\$19.00	24	\$ 456.00	\$ 650.62	\$ -	\$ -	\$ -	\$ 129.04	\$ 1,235.66
Project Administrator	\$25.00	2	\$ 50.00	\$ 71.34	\$ -	\$ -	\$ -	\$ 14.15	\$ 135.49
CADD	\$24.00	10	\$ 240.00	\$ 342.43	\$ -	\$ -	\$ -	\$ 67.92	\$ 650.35
Word Processor	\$17.00	4	\$ 68.00	\$ 97.02	\$ -	\$ -	\$ -	\$ 19.24	\$ 184.27
TASK TOTAL	\$ 37.48	146	\$ 5,472.00	\$ 7,807.45	\$ -	\$ 1,812.00	\$ 10,910.00	\$ 1,548.50	\$ 27,549.95

Notes: DC(1) = total task 1 direct costs; SC(1) = Laboratory Costs; SC(2) = Direct Push Driller; SC(3) = Flaggers/Signage; SC(4) = Utility Locate
 Project total \$ 37.48 146 \$ 5,472.00 \$ 7,807.45 \$ - \$ 1,812.00 \$ 10,910.00 \$ 1,548.50 \$ 27,549.95

Prepared By: LF
 Checked By: RJC

Resolution

Number 20-1869

Adopted Date December 22, 2020

APPROVE NOTICE OF INTENT TO AWARD BID TO DOUBLE JAY CONSTRUCTION, INC. FOR THE LYTLE FIVE POINTS ROAD AND BUNNELL HILL ROAD ROUNDABOUT PROJECT

WHEREAS, bids were closed at 9:15 a.m., December 8, 2020, and the bids received were opened and read aloud for the Lytle Five Points Road and Bunnell Hill Road Roundabout Project and the results are on file in the Commissioners' Office; and

WHEREAS, upon review of such bids by Neil F. Tunison, Warren County Engineer, Double Jay Construction, Inc., has been determined to be the lowest and best bidder; and

NOW THEREFORE BE IT RESOLVED, upon recommendation of Neil F. Tunison, that it is the intent of this Board to award the bid Double Jay Construction, Inc., 25 Harrisburg Drive, Englewood, Ohio, for a total contract price of \$1,727,284.00; and

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

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

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

Resolution adopted this 22nd day of December 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

KHA

cc: Engineer (file)
OMB Bid file

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

Resolution

Number 20-1870

Adopted Date December 22, 2020

ENTER INTO CONTRACT WITH HOMEWAV FOR THE WARREN COUNTY JAIL & SHERIFF'S OFFICE INMATE VIDEO VISITATION SYSTEM PROJECT

WHEREAS, pursuant to Resolution #20-1583, adopted November 10, 2020, this Board approved a Notice of Intent to Award Contract for the Warren County Jail & Sheriff's Office Inmate Video Visitation System Project to HomWAV; and

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

NOW THEREFORE BE IT RESOLVED, to enter into contract with HomeWAV, 2020 Westport Center Dr., St. Louis, Missouri; as attached hereto and made a part hereof.

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

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

Resolution adopted this 22nd day of December 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

KH\

cc: c/a—HomeWAV
Facilities Management (file)
OMB Bid file

CONTRACT

THIS AGREEMENT, made this 22nd day of December, 2020, with the Warren County Board of Commissioners, 406 Justice Drive, Lebanon, Ohio hereinafter called "Owner" and **HomeWAV, 2020 Westport Center Drive, St. Louis, Missouri**, doing businesses as (an individual, partner, a corporation) hereinafter called "Contractor."

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

JAIL & SHERIFF'S OFFICE INMATE VIDEO VISITATION SYSTEM PROJECT

All work in connection therewith, under the terms as stated in the Conditions of the Contract; and as his/her (its or their) own proper cost and expense furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, Conditions of the Contract, the Specifications and Contract Documents. "Contract Documents" means and includes the following:

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

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

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

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

The CONTRACTOR will indemnify and save the OWNER, their officers and employees, harmless from loss, expenses, costs, reasonable attorneys fees, litigation expenses, suits at law or in equity,

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

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

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

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

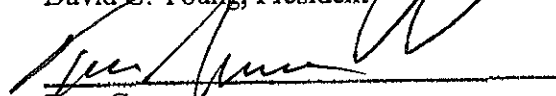
Contractor shall bind every subcontractor to, and every subcontractor must agree to be bound by the terms of, this Agreement, as far as applicable to the subcontractor's work particularly pertaining to Prevailing Wages and EEO requirements. Nothing contained in this Agreement shall create any contractual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

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

WARREN COUNTY BOARD OF COMMISSIONERS
(Owner)


Name


David G. Young, President


Tom Grossmann

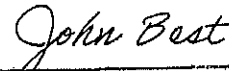
Shannon Jones

(Seal)
ATTEST:



HomeWAV
(Contractor)

By:



Name and Title

CEO

Approved as to Form:


Assistant Prosecutor

Resolution

Number 20-1871

Adopted Date December 22, 2020

APPROVE TO AUTHORIZE THE WARREN COUNTY AUDITOR TO ESTABLISH AN ADDITIONAL DEFERRED COMPENSATION PLAN WITH AXA EQUITABLE LIFE INSURANCE COMPANY FOR WARREN COUNTY OFFICERS AND EMPLOYEES

WHEREAS, under O.R.C. 148.06(B) the Warren County Board of County Commissioners may add two additional programs of deferred compensation for its' officers and employees in addition to that offered through the Ohio Public Employees Deferred Compensation Board; and

WHEREAS, by resolution #86-208 the Warren County Board of County Commissioners directed the Warren County Auditor to permit a new deferred compensation plan offered by the County Commissioners Association of Ohio; and

WHEREAS, it is the desire of the Board to add a second additional deferred compensation plan option for Warren County officers and employees; and

NOW THEREFORE BE IT RESOLVED, to authorize and direct the Warren County Auditor to establish a second additional deferred compensation plan with AXA Equitable Life Insurance Company for Warren County officers and employees and make necessary payroll deductions for eligible enrolled participants.

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

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

Resolution adopted this 22nd day of December 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

HR/

cc: c/a –AXA Equitable Life Insurance Co.
OMB (file)
Auditor Matt Nolan

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

Resolution

Number 20-1872

Adopted Date December 22, 2020

ACCEPT TENTATIVE AGREEMENT REGARDING THE NEGOTIATIONS BETWEEN THE WARREN COUNTY ENGINEER AND THE WARREN COUNTY HIGHWAY EMPLOYEE ASSOCIATION/AFSCME

WHEREAS, representatives of the Warren County Engineer and the Warren County Highway Employees Association/AFSCME have been negotiating to reach agreement relative to a new Agreement for the County Engineer employees in the bargaining unit; and

WHEREAS, the representatives from the Warren County Engineer's Office and the Warren County Highway Employee Association/AFSCME have reached a tentative agreement; and

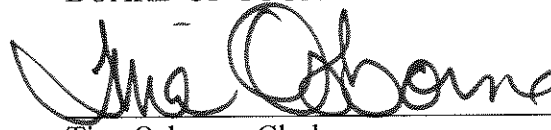
NOW THEREFORE BE IT RESOLVED, to accept the tentative agreement and approve and authorize the County Administrator to sign the approved union agreement; copy attached hereto and made a part hereof.

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

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

Resolution adopted this 22nd day of December 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/to

cc: C/A— Warren County Highway Employees Association
Engineer (file)
Clemans Nelson
Martin Russell

AGREEMENT
BETWEEN
WARREN COUNTY ENGINEER'S OFFICE
AND
WARREN COUNTY
HIGHWAY EMPLOYEE'S ASSOCIATION

SERB CASE NUMBER
17-MED-09-0943
20-MED-09-0914

Effective through
December 31, 2020 2023

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ARTICLE 1
AGREEMENT / PURPOSE

Section 1.1. The Agreement, entered into by the Warren County Engineer, hereinafter referred to as the "Employer," and the Warren County Highway Employees Association affiliated with Ohio Council 8, American Federation of State, County, and Municipal Employees, AFL-CIO, Local 1464 hereinafter referred to as the "Union," has as its purpose the following:

To comply with the requirements of Chapter 4117 of the Ohio Revised Code; and to set forth in its entirety, the full and complete understandings and agreements between the parties governing the wages, hours, terms, and other conditions of employment for those employees included in the bargaining unit as defined herein.

ARTICLE 2
UNION RECOGNITION

Section 2.1.

The Employer recognizes the Union as the sole and exclusive representative for all employees in the bargaining unit as set forth in the certification issued by the Ohio State Employment Relations Board ("SERB") in case number 2015-REP-03-0027 and as amended including:

All full-time and regular part-time employees in the classifications of Highway Worker 1, Highway Worker 2, Highway Worker 3, Auto Mechanic 1, Auto Mechanic 2, Auto Mechanic 3.

but excluding:

Supervisors, seasonal employees, confidential employees, management level employees, and all other employees excluded by the Code.

If the bargaining unit involves a change in classification, the parties agree to jointly petition SERB first to amend/clarify the unit, and will include the position upon SERB's approval.

Section 2.2. The Employer will not recognize any other organization as the representative for any employee within the bargaining unit referenced above that is not certified as the representative of the bargaining unit by SERB.

ARTICLE 3
UNION SECURITY

Section 3.1. The Employer agrees to deduct membership dues, fees, and assessments in accordance with this Article for all employees eligible for the bargaining unit.

Section 3.2. The Employer agrees to deduct Union membership dues once each pay period from the pay of any eligible employee in the bargaining unit upon receiving written authorization signed individually and voluntarily by the employee. The signed payroll deduction form must be

presented to the Employer by the employee or his/her designee. Upon receipt of the proper authorization, the Employer will deduct Union dues from the payroll check for the next pay period in which dues are normally deducted following the pay period in which the authorization was received by the Employer.

Section 3.3. The parties agree that the Employer assumes no obligations, financial or otherwise, arising out of the provisions of this Article regarding the deduction of Union dues. The Union hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions or proceedings by any employee arising from deduction made by the Employer pursuant to this Article. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

Section 3.4. The Employer shall be relieved from making such individual "check-off" deductions upon an employee's: (1) termination of employment; (2) transfer to a job other than one covered by the bargaining unit; (3) layoff from work; (4) an unpaid leave of absence; (5) revocation of the check-off authorization; or (6) resignation by the employee from the Union.

Section 3.5. The Employer shall not be obligated to make dues deductions from any employee who, during any pay periods involved, shall have failed to receive sufficient wages to make all legally required deductions in addition to the deduction of Union dues.

Section 3.6. The parties agree that neither the employees nor the Union shall have a claim against the Employer for errors in the processing of deductions, unless a claim or error is made to the Employer in writing within sixty (60) days after the date of such an error is claimed to have occurred. If it is found that an error was made, it will be corrected at the next pay period that the Union dues deduction would normally be made by deducting the proper amount.

Section 3.7. The rate of which dues are to be deducted shall be certified to the Employer or designee by the Union during January of each year. One (1) month advance notice must be given the Employer or designee prior to making any changes in an individual's dues deduction.

Section 3.8. Except as otherwise provided herein, each eligible employee's written authorization for dues deduction shall be honored by the Employer for the duration of this Agreement or until such employee submits a written revocation of the dues deduction authorization to the Employer or designee.

Section 3.9. Furthermore:

- a. Each dues remittance shall be accompanied by a list of employees for whom the deductions were made and the amount deducted for each.
- b. The Employer shall resume dues deduction for an employee that returns from an approved leave of absence or suspension or who is recalled from layoff during the recall period in Article 14, all provided the employee has not revoked his or her checkoff authorization or resigned from the union as provided in Section 3.4 or 3.8.
- c. If a new hire employee agrees, the Employer shall permit a Union representative to meet with the employee on the Employer's premises: during the last fifteen (15)

minutes of paid time on a mutually agreed day during the employee's first ten (10) calendar days of employment. The Employer shall designate the location.

ARTICLE 4 **REPRESENTATION**

Section 4.1. Representatives of the Union shall be admitted to the Employer's facilities for the purpose of processing grievances or attending meetings as permitted herein. A representative shall also be admitted to a non-work area at the end but not before the end of the work day to collect signed union cards or discuss and disseminate material related to AFSCME as long as the representative's activity does not unduly interfere, interrupt, or disrupt the Employer's operations; also the Employer may suspend this provision during negotiations after the rejection of a factfinder report. Upon arrival, the Union representative shall identify himself to the Employer or the Employer's designee.

Section 4.2. The Employer shall recognize no more than two (2) employees, one of which shall be the chief steward, designated by the Union to act as Union stewards for the purposes of processing grievances in accordance with the Grievance Procedure. The employees so designated shall be recognized as Stewards, as provided herein. The Union may designate two (2) alternate stewards.

Section 4.3. The Union shall provide to the Employer an official roster of all Union Stewards which is to be kept current at all times and shall include the following:

- A. Name;
- B. Address;
- C. Home telephone number; and
- D. Union office held.

No employee shall be recognized by the Employer as a Union Steward until the Union has presented the Employer with written notification of that person's selection.

Section 4.4. The investigation or processing of grievances (alleged or filed) by stewards may be performed during working hours without loss of pay, when such activity does not interfere with the performance of the steward's assigned duties. Stewards shall obtain permission from their immediate supervisor prior to investigation or processing grievances and the supervisor will not unreasonably deny the request. The following are considered authorized representational activities which may be conducted during a steward's work time when release of the steward will not unduly disrupt the operation of the Employer:

- A. Preparation for and attendance at grievance or disciplinary hearing. The steward will be given a reasonable amount of time immediately prior to the hearing for preparation.
- B. Investigation of any situation involving a work injury of a bargaining unit member.

- C. Any other representation activity specifically authorized by this Agreement (such as Labor/Management meetings), or specifically authorized by the Employer or his designee(s).

Section 4.5. The Union agrees that no steward or representative of the Union either employee or non-employee of the employer shall unduly interfere, interrupt, or disrupt the normal work duties of employees. Further, the Union agrees not to conduct meetings involving on duty employees except to the extent specifically authorized by the Employer.

Section 4.6. The Employer agrees to furnish the Union bulletin board space to be used by the Union for the posting of notices and bulletins relating to the Union. All items so posted will bear the signature of an official of the Union. The location of said bulletin board space shall be designated by the Employer. Controversial items shall not be posted.

ARTICLE 5 **MANAGEMENT RIGHTS**

Section 5.1. The Employer possesses the sole right to operate the office and all management rights repose in it. The Employer's exclusive rights shall include, but shall not be limited to, the following, except as expressly limited by the terms and conditions set forth in this Agreement:

- A. To determine matters of inherent managerial policy which include but are not limited to areas of discretion or policy such as the functions and programs of the office standards of services, its overall budget, utilization of technology, and organizational structure.
- B. To direct, supervise, evaluate, or hire employees.
- C. To maintain and improve the efficiency and effectiveness of operations and programs.
- D. To determine the overall methods, process, means or personnel by which operations are to be conducted.
- E. To suspend, discipline, demote, or discharge for just cause, or layoff, transfer, assign, schedule, promote, or retain employees.
- F. To determine the adequacy of the work force.
- G. To determine the overall mission of the office as a unit of government.
- H. To effectively manage the work force.
- I. To take actions to carry out the mission of the office as a governmental unit.

Section 5.2. The Union recognizes and accepts that all rights and responsibilities of the Employer not specifically modified by this Agreement shall remain the function of the Employer.

ARTICLE 6
NON-DISCRIMINATION

Section 6.1. The Employer and the Union agree not to unlawfully discriminate against any bargaining unit employee with respect to compensation, terms or conditions of employment because of such individual's race, color, religion, sex, sexual orientation, gender identity, age, national origin, disability, ancestry, military status, veteran status, or genetic information of any person, or Union membership or non-membership.

Section 6.2. Bargaining unit employees shall not be subject to any threat or reprisal for using the grievance procedure provided herein or for seeking information relative to any grievance.

ARTICLE 7
LABOR / MANAGEMENT MEETINGS

Section 7.1. In the interest of sound labor/management relations, unless mutually agreed otherwise, once each quarter on a mutually agreeable day and time, the Employer and/or designee(s) shall meet with not more than three (3) representatives of the Union to discuss pending problems and to promote a more harmonious labor/management relationship.

Section 7.2. An agenda will be exchanged by the parties at least five (5) working days in advance of the scheduled meeting with a list of matters to be taken up in the meeting and the names of those Union representatives who will be attending. The purpose of such meeting shall be to:

- A. Discuss the administration of this Agreement.
- B. Notify the Union of changes made by the Employer which affect bargaining unit members of the Union.
- C. Discuss grievances which have not been processed beyond the final step of the grievance procedure when such discussions are mutually agreed to by the parties.
- D. Disseminate general information of interest to the parties.
- E. Discuss ways to increase productivity and improve effectiveness.
- F. To consider and discuss health and safety matters relating to employees.

Section 7.3. It is further agreed that if special labor/management meetings have been requested, and mutually agreed upon, they shall be convened as soon as possible.

ARTICLE 8
PROBATIONARY PERIODS

Section 8.1. Every newly hired employee shall be required to successfully complete a probationary period. The probationary period shall begin on the first day for which the employee receives compensation from the Employer and shall continue for a period of one hundred eighty (180) calendar days, except it shall be one (1) year for new hire Highway Workers hired on or

after the effective date of this Agreement. An employee serving an initial probationary period may be terminated at any time and shall have no right to appeal the termination. Any employee who successfully bids on a promotion shall serve a probationary period of one hundred eighty (180) calendar days. If the employee's performance in the new position is unsatisfactory, the employee shall be returned to his/her former position during such period.

Section 8.2. An employee awarded a promotion or reassignment through the bidding process may voluntarily elect to return to his previous position at any time during the probationary period.

Section 8.3. Any employee who, while serving a probationary period, misses ten (10) or more work days due to occupational illness or injury, may have the probationary period extended by the length of the illness or injury. Such extension may not exceed the length of the original probationary period.

Section 8.4. Benefits for newly hired employees shall be effective on the date that is in accordance with the Employer's benefit plans.

ARTICLE 9 **SENIORITY**

Section 9.1. "Seniority" shall accrue to all employees in accordance with the provisions of this Article. Seniority, as defined in Section 9.2 of this Article, will apply wherever employee seniority rights are established in the terms and conditions of this Agreement.

Section 9.2. "Seniority" shall be computed on the basis of uninterrupted length of continuous service in the employ of the Warren County Engineer.

- A. The following situations shall not constitute a break in continuous service:
1. Absence while on approved leave of absence or FMLA;
 2. Absence while on approved sick leave or disability leave;
 3. Military leave; and
 4. A layoff of two (2) years' duration or less.
- B. The following situations constitute breaks in continuous service for which seniority is lost:
1. Discharge or removal for just cause;
 2. Retirement;
 3. Layoff for more than two (2) years;
 4. Failure to return to work within ten (10) calendar days of a recall from layoff;

5. Failure to return to work at the expiration of a leave of absence; and
6. A resignation.

Section 9.3. The Employer will post a seniority list on the garage bulletin board showing the continuous service of each employee, during the month of September of each year.

ARTICLE 10 **CORRECTIVE ACTION**

Section 10.1. The tenure of every employee subject to the terms of this Agreement shall be during good behavior and efficient service. The Employer may take disciplinary action against any employee in the bargaining unit for just cause, which includes violations of the standards of conduct listed in the Employer's personnel policy manual. Forms of disciplinary action, but not necessarily the order of progression of penalties is:

- A. Counseling (written record);
- B. Written reprimand;
- C. Suspension (either without pay or a working suspension);
- D. Demotion; and
- E. Discharge from employment.

Determination of an appropriate discipline will be made considering the principles of progressive discipline, which include the nature and seriousness of the offense and the employee's record of performance and conduct.

Section 10.2. Before the Employer issues an order of suspension, demotion or discharge, a predisciplinary conference will be scheduled to give the employee an opportunity to offer an explanation of the alleged misconduct. Not less than forty-eight (48) hours prior to the conference the employee will be given notice of the charges and notification of his right to representation.

Section 10.3. Counseling records and written reprimands are not subject to the grievance procedure. Suspensions, demotions and discharge are subject to the grievance and arbitration procedure.

ARTICLE 11 **PERSONNEL FILES**

Section 11.1. Each employee may request to inspect his official personnel file maintained by the Employer. Inspection of the individual's personnel file shall be by scheduled appointment during the regular scheduled work hours of the administrative staff of the Employer. An employee shall be entitled to have a representative of his choice accompany him during such review. Any representative of the Union as designated in Article 4 of this Agreement may inspect the personnel file of any bargaining unit employee provided that the employee is either

present at the time of the inspection or has provided written authorization including the signature of the employee.

Section 11.2. If an unfavorable statement or notation is in the official personnel file, the employee shall be given the right to place a statement of rebuttal or explanation in the file.

Section 11.3. Records of counseling shall cease to have force and effect one (1) year after the date of issuance, provided no intervening discipline has occurred. Records of written reprimands shall cease to have force and effect two (2) years after the date of issuance, provided no intervening discipline has occurred. Records of minor suspensions (three [3] or less work days), shall cease to have force and effect two (2) years after the date of issuance, providing no intervening discipline has occurred.

ARTICLE 12 **GRIEVANCE PROCEDURE**

Section 12.1. A grievance is defined as an allegation that the terms of this Agreement have been violated.

Section 12.2. A grievance may be filed by any member of the bargaining unit or by the Union. Where a group of bargaining unit members desire to file a grievance involving a situation affecting more than one (1) member in a similar manner, one (1) employee selected by the group shall process the grievance.

Section 12.3. All grievances must be processed and answered at the proper step in the grievance progression to be considered at the next step. Any grievance that is not timely appealed to the next step of the procedure will be deemed to have been settled on the basis of the Employer's answer at the last completed step.

Time limits set forth herein may only be extended by a mutual agreement of the parties. The aggrieved may withdraw a grievance at any point by submitting, in writing, a statement to that effect, or by permitting the time requirements at any step to lapse without further appeal. Any grievance not answered by the Employer or his designee within the stipulated time limits shall be considered to have been appealed to the next step in the grievance procedure.

Section 12.4 Written grievances must be filed on the form provided by the Employer and shall contain, but not be limited to, the following information.

1. Date and time grievance occurred;
2. Description of incident giving rise to the grievance;
3. Articles and sections of the Agreement involved;
4. Relief requested; and
5. Signature of the employee.

Section 12.5. Step 1: Within ten (10) work days of the incident leading to the grievance the grievant shall discuss the alleged grievance with his foreman. The foreman shall review the allegation with his supervisors, and shall report back to the grievant within five (5) work days of the initial discussion.

Step 2: A grievance unresolved at Step 1 may be submitted in writing to the Deputy of Operations, or the Assistant Deputy Operations in his absence, within five (5) work days of the foreman's response. Within two (2) work days of receipt of the written grievance, the Deputy/Assistant Deputy of Operations shall schedule a meeting with the grievant and his steward. A written response to the grievance will be prepared not later than five (5) work days of this Step 2 meeting.

Step 3: A grievance unresolved at Step 2 may be submitted to the Engineer within five (5) work days of the Step 2 response. The Engineer and his representatives will meet with the grievant and his steward within five (5) work days of receipt of the grievance. A Union Representative may also attend this meeting, but private individual counsel may not. The Engineer will prepare a response within ten (10) work days of the conclusion of this meeting.

Step 4: The Union, based upon the facts presented, has the right to decide whether to arbitrate a grievance. Within thirty (30) calendar days from the date of the final answer on a grievance from Step 3, the Union shall notify the Employer, in writing of its intent to seek arbitration of an unresolved grievance.

The parties shall attempt to draft an agreed upon submission statement. If the parties are unable to agree upon a submission statement, the arbitrator shall frame the issue or issues to be decided.

After receipt of a request to arbitrate, a representative of each party shall attempt to agree on an arbitrator from the following list: William Heekin, Frank Keenan, Bruce McIntosh, John J. Murphy and Michael Paolucci. If the representatives are unable to agree on one of these arbitrators, then they shall jointly request a panel of fifteen (15) arbitrators from the FMCS, Cincinnati office. Hearing procedures shall be in accordance with the FMCS rules.

The arbitrator shall limit his decisions strictly to the interpretation, application, or enforcement of the specific Articles and Sections of this Agreement, and shall be without power or authority to make any decision:

1. Contrary to, or inconsistent with, or modifying or varying in any way the terms of this Agreement or applicable laws;
2. Contrary to, or inconsistent with, changing, altering, limiting, or modifying any practice, policy, rules or regulations, established by the Employer so long as such practice, policy, or regulations do not conflict with this Agreement.

The Arbitrator shall be without authority to recommend any right of relief on an alleged grievance occurring at any time other than the contract period in which such right originated or make any award based on rights arising under any previous Agreement, grievance or practices. The arbitrator shall not establish any new or different wage rates not negotiated as part of this

Agreement. In the event of a monetary award, the arbitrator shall limit any retroactive settlement to the date the grievance was presented to the Employer in Step 1 of the grievance procedure.

The question of arbitrability of a grievance may be raised by either party before the arbitration hearing of a grievance on the grounds that the matter is non-arbitrable or beyond the arbitrator's jurisdiction. The first question to be placed before the arbitrator will be whether or not the grievance is arbitrable. If the arbitrator determines the grievance is within the purview of arbitrability, the grievance will be heard on its merits before the same arbitrator.

The decision of the arbitrator shall be final and binding on the grievant, the Union, and the Employer. The arbitrator shall be requested to issue his decision within thirty (30) calendar days after the conclusion of testimony and argument or submission of final briefs.

The cost and fees of the arbitrator shall be borne equally by the parties. The expense of any non-employee witness shall be borne, if any, by the party calling them. The fees of the court reporter shall be paid by the party asking for one: such fees shall be split equally if both parties desire a reporter, or request a copy of any transcripts. Any bargaining unit member whose attendance is required for such hearings shall not lose pay or benefits to the extent such hearing hours are during normally scheduled working hours at the day of the hearing. Any cancellation fee charged by the arbitrator shall be borne by the party (or parties) canceling the hearing.

Prior to the arbitration the parties may agree to take the grievance to mediation. If the parties agree to mediate, but cannot agree on a mediator, SERB will be notified and SERB will appoint a mediator.

ARTICLE 13 **VACANCIES AND PROMOTIONS**

Section 13.1. Whenever a vacancy occurs in a permanent bargaining unit position which the Employer intends to fill, an announcement of the vacancy shall be posted on the appropriate bulletin board(s) for a period of ten (10) calendar days, not including the date of posting. The posting shall include a description of the position to be filled, the job duties and any special qualifications that may be required. Employees who believe they meet the requirements of the position and wish to be considered shall sign the posting prior to the closing date. A steward may sign and initial the name of an employee on leave during the posting if he is aware that the employee wishes to be considered.

Section 13.2. In deciding upon a successful bidder for a vacancy, the Employer will consider the applicant's experience; ability to perform the work; records of absence and tardiness and active discipline; education and training; and other qualifications. If the Employer, in his sole discretion, determines that two (2) or more applicants are relatively equal considering the criteria for selection then seniority shall be the determining factor.

ARTICLE 14 **LAYOFF AND RECALL**

Section 14.1. When the Employer determines that a long-term layoff or position abolishment of bargaining unit employees is anticipated, the Employer shall notify the Union of the impending

layoff/abolishment. The Employer and the Union shall meet to discuss possible alternatives and the impact of the layoff/abolishment on bargaining unit employees.

Section 14.2. Affected employees shall receive notice of any long-term layoff (lasting six [6] days or more) or abolishment fourteen (14) calendar days prior to the effective date of the layoff or abolishment. Employees will be notified of the Employer's decision to implement any short term layoff (lasting five [5] days or less) seventy-two (72) hours prior to the effective day of the layoff. Notice of short term layoff is considered received when it is personally delivered to the employee, or when the Employer has called the employee's residence to notify the employee of layoff, or when the Employer has used any other reasonable means to notify the employee. Notice of long term layoff is considered received on the day it is personally delivered to the employee, or on the third day after it is sent by U.S mail to the employee's last address on file with the Employer. Without limiting the other provisions in this Agreement, the Employer may use designees to carry out his responsibilities under this Article.

When notifying employees of a layoff within the organization, the Employer may also notify an employee that the employee may be bumped, and in that case a notice of possible bumping sent within the timelines for layoff notices above will be a timely notice of layoff, even if the Employer has to confirm at a later date whether the employee has been bumped.

Section 14.3. Employees shall be laid off in inverse order of seniority within the classification groups. Classification groups are as follows:

<u>A</u>	<u>B</u>
Highway Worker 3	Auto Mechanic 3
Highway Worker 2	Auto Mechanic 2
Highway Worker 1	Auto Mechanic 1

No employee may bump into another classification group. An employee may only bump a less senior employee in his or her classification or in a lower classification within his classification group. Also, an employee may only bump another employee if the bumping employee possesses the necessary skills and abilities to perform the work, and if the employee exercising bumping rights notifies the Employer within five days of his or her receipt of a long term layoff notice (or notice of being bumped due to a long term layoff), or prior to the effective date of a short term layoff.

Notwithstanding any contrary bumping timelines above, the Employer may establish a paper lay-off process under which employees who are to be laid off or displaced may be required, before the date of their paper layoff, to preselect their options for bumping other employees.

An employee who bumps shall be paid 3% less of his or her current base hourly rate.

Section 14.4. Notice of recall from layoff shall be sent by certified mail, return receipt requested, to the last mailing address provided by the employee. An employee is eligible for recall for a period of two (2) years after the effective date of layoff.

An employee has recall rights by seniority during that two (2) year period to the classification from which he or she was laid off, or to any lower other classification within his or her

classification group, provided the employee possesses the skill and ability to perform the work of the position to be filled. The most senior employee eligible for the classification being filled by recall shall be offered recall before the next most senior eligible employee, and so on. An employee who accepts recall to a lower classification still retains his or her recall rights to higher classifications for which he or she is eligible during the balance of his or her two (2) year recall period.

Section 14.5. The provisions of this Article supersede all layoff, job abolishment and recall provisions in the Ohio Revised Code or Ohio Administrative Rules.

ARTICLE 15 **WORK RULES**

Section 15.1. The Union recognizes that the Employer or designee has the right to promulgate reasonable work rules, policies and procedures, and to regulate the personal conduct of employees and the conduct of the Employer's operations, services, programs, and business.

Section 15.2. Prior to implementing new or changed work rules, policies or procedures, the Employer will notify the Union at least five (5) calendar days in advance of the effective date. If the Union requests to bargain over such a change within that notice period, and if the work rule would represent a change to a mandatory subject of bargaining, the Employer and the Union will meet to negotiate in good faith. If the Union does not request to bargain, or if the Employer and the Union bargain to impasse, the Employer may implement a proposed change.

Section 15.3. The Union may file a grievance if it believes a conflict exists between this agreement and any newly implemented rules, policies or procedures. Said grievance may be filed by the Union at Step 3 of the grievance procedure.

Section 15.4. If a change in work rules, policies or procedures is necessary due to exigent circumstances or a state or federal directive or regulation, the Employer is not required to give the five (5) day notice or to bargain over it; however, the Employer may elect to do so, if time permits, without waiving their rights.

Section 15.5. Newly written work rules, policies or procedures applicable to bargaining unit employees will be posted or otherwise communicated to the affected employees in advance, provided the parties recognize that certain situations, for example an emergency or state or federal directive, may require that the Employer implement a change immediately.

ARTICLE 16 **HEALTH AND SAFETY**

Section 16.1. It is agreed that safety must be a prime concern and responsibility of all parties. Therefore, the Employer accepts its responsibility to provide safe working conditions, tools, equipment, and working methods for its employees. The employee(s) accepts the responsibility to follow all safety rules and safe working methods of the Employer.

Section 16.2. Employees are responsible for reporting unsafe conditions or practices; the Employer is responsible for correcting unsafe conditions or practices. Employees are

responsible for properly using and caring for facilities, vehicles and equipment, tools and supplies provided by the Employer and the Employer is responsible for safe and proper care of the same. A specific reporting procedure shall be established for each work unit. The responsible supervisor or Department Head shall note all reports of safety complaints and forward copies to the Safety Officer. No employee shall be disciplined for filing a safety complaint.

Section 16.3. An employee acting in good faith has the right to refuse to work under conditions he reasonably believes present an imminent danger of death or serious harm to himself or others, provided that such conditions are not such as normally exist or might reasonably be expected to occur in his position. Any incident of work refusal shall immediately be reported to the Safety Officer, who will advise the Employer whether they believe any corrective action is necessary which may eliminate or reduce a potential danger or hazard. The recommendations of the Safety Officer are advisory only, and shall not bind the Employer or prevent the employee(s) from filing a safety complaint or grievance.

Section 16.4. When workplace engineering and work practice controls fail to adequately protect employees from safety hazards or reduce health hazards to an acceptable level, the Employer shall provide personal protective equipment, except when OSHA specifically requires engineering and work practice controls. The equipment provided must meet the requirements of OSHA or agencies referred to by OSHA (e.g., ANSI, MSHA, NIOSH).

Failure to utilize or wear safety equipment and/or personal protective equipment where it has been deemed necessary may subject the offending employee to disciplinary action.

Section 16.5. Employee exposure records (Environmental monitoring, and Material Safety Data Sheets), and accident reports shall be made available to the employee who is the subject of the record, or to his designated representative. Employee medical records, including Biological Monitoring, shall be made available to the employee, and to his designated representative upon tendering to the Employer a signed written consent form from the employee who is the subject of the record.

ARTICLE 17

COMMERCIAL DRIVER'S LICENSE

Section 17.1. Certain bargaining unit positions require a Commercial Driver's License (CDL) to be obtained and retained as a condition of employment.

Section 17.2. Effective January 1, 1996, Department of Transportation, Federal Highway Administration rules on "Controlled Substances And Alcohol Use and Testing" (49 CFR 382) as amended from time to time, shall apply to all CDL holders in this bargaining unit. The procedures for testing are contained in Department of Transportation Workplace Drug And Alcohol Testing Programs" (49 CFR Part 40) as amended from time to time.

Section 17.3. All drug/alcohol testing required by the rules specified in Section 17.2 shall be paid for by the Employer for bargaining unit members (but not for pre-employment testing).

Section 17.4. In addition to the random drug and alcohol testing provided for above, any bargaining unit employee may be subject to drug/alcohol testing when a responsible supervisor determines that reasonable suspicion exists that the employee is impaired. Such testing shall be paid for by the Employer.

ARTICLE 18

UNIFORMS AND EQUIPMENT

Section 18.1. The Employer will provide work uniforms to all employees required to wear them. These uniforms will be provided through a uniform service which provides for cleaning and exchange.

Section 18.2. The Employer will provide rain gear and safety clothing and equipment.

Section 18.3. The Employer will provide a clothing allowance for the purchase of safety shoes/boots, jackets, coveralls or overalls through designated vendors. The allowance per employee will be \$600 for the duration of the agreement only 1/2 of which total amount may be spent in any one calendar year. Employees who join the bargaining unit during the term of the agreement will receive a prorated allowance of \$16.67 for each month from date of hire to expiration of the agreement. For purposes of this article, the calculation period for 2018-2020 started January 1, 2018 and will end December 31, 2020.

Section 18.4. Any specialized tools or equipment required to perform required duties will be supplied by the Employer.

ARTICLE 19

HOURS OF WORK AND OVERTIME

Section 19.1. The standard work week for employees shall consist of no more than forty (40) hours within a seven (7) day, one hundred sixty-eight (168) hour period. The normal work hours when working an eight (8) hour schedule shall be 7:00 am to 3:30 pm. Each work day is exclusive of a thirty (30) minute unpaid meal period, and inclusive of two (2) on-site fifteen (15) minute breaks. The foreman or crew leader will arrange for breaks at a convenient time.

Section 19.2. Employees required to actually work in excess of forty (40) hours in the work week shall be compensated at the rate of one and one-half (1½) times their regular hourly rate for all such hours worked. Hours actually worked shall include holiday, vacation and compensatory time, but shall not include sick leave hours unless the employee presents a physician's statement covering the period of absence, or another explanation satisfactory to the employer.

Section 19.3. From December through mid-March, any employee may elect to accrue up to eighty (80) hours of compensatory time in lieu of overtime pay. Once an employee has accrued eighty (80) hours of compensatory time, all excess hours shall be paid. Compensatory time must be scheduled off prior to November 30 of each year, or it will be paid. An employee who leaves the employ of the Employer prior to November 30 shall be paid for accrued but unused compensatory time. Compensatory time off of less than two (2) days may be approved with two (2) days' notice, when scheduling permits. Scheduling of compensatory time of more than two

(2) days remains subject to the Employer's policies. An employee must give the Employer at least three (3) workdays' notice to cancel scheduled comp time.

Section 19.4. An employee called out to work outside their regular work hours for work which does not abut their regular shift shall receive a minimum of two (2) hours pay at the appropriate rate. An employee who accepts a call-in but is sent home after reporting shall receive two (2) hours pay at the appropriate rate, except as provided in Section 19.5 below.

Section 19.5. Employees assigned to the Call-out (trouble) Truck shall receive four (4) hours of overtime credit for each week assigned. An employee who is on assignment to the Call-out Truck for the week and who is called out to work outside his regular work hours for work which does not abut his regular shift shall receive a minimum of two (2) hours of pay at the appropriate rate, as provided for in Section 19.4 above.

Section 19.6. To the extent practical, the Employer will rotate overtime opportunities among qualified employees.

Section 19.7. Employees shall be permitted a reasonable time for wash-up in any day before the meal period and before quitting time.

Section 19.8. The Employer has the option to adopt ten (10) hour work day schedules during late spring and summer, beginning prior to Memorial Day and ending around Labor Day. The start and stop date will be announced each year in April. The normal work hours when working a ten (10) hour schedule shall be 6:30 am to 5:00 pm. Employees on ten (10) hour work days will be assigned to work Monday through Thursday or Tuesday through Friday. In any week that a holiday is observed, all employees will revert to eight (8) hours days.

Section 19.9. The Employer reserves the right to change work schedules as needed; however, the Employer shall endeavor to give reasonable notice of schedule changes.

ARTICLE 20

WAGES AND COMPENSATION

Section 20.1. Base starting wage rates for bargaining unit positions shall be as follows effective at the beginning of the first full pay period following the effective date of this Agreement (which includes the 2.00% wage increase already given earlier in 2018): **as of December 31, 2020 are as follows:** [These are approximate rates rounded to 2 decimals but the amounts will be adjusted to the amounts calculated by the payroll system which might be 4 decimals.]

Highway Worker 1	\$17.67	\$18.38
Highway Worker 2	\$18.20	\$19.12
Highway Worker 3	\$21.82	\$22.70
Mechanic 2	\$20.69	\$21.53
Mechanic 3	\$22.75	\$23.67

~~The 2% wage increases already given on or about January 1, 2018 shall remain.~~

Effective the beginning of the pay period that includes January 1, 2019 ~~2021~~, the starting rates above and the rates for all employees in the bargaining unit shall increase two percent (2%) ~~(except the starting rate for Highway Worker 2 shall become \$18.75)~~. Effective the beginning of the pay period that includes January 1, 2020 ~~2022~~, the starting rates above and the rates for all employees in the bargaining unit shall increase two percent (2%) ~~above the 2019 rates~~. **Effective the beginning of the pay period that includes January 1, 2023, the starting rates above and the rates for all employees in the bargaining unit shall increase two percent (2%)**. No employee shall be paid below the minimum rate for his or her classification, unless required by the Public Employee Retirement System provisions. ~~Effective with the pay for the pay period that includes January 1, 2019, employees in the classifications of Highway Worker III or Mechanics will also receive a lump sum payment of \$140.00.~~

Rates of pay for current employees are listed in Appendix A of this Agreement.

Section 20.2. Employees promoted to a higher level position shall receive not less than a three percent (3.0%) increase if the new base rate does not represent a three percent (3.0%) increase.

Section 20.3. ~~The following shall apply for employees that were hired prior to the effective date of this Agreement: When the Employer moves a newly hired Highway Worker 1 to the Highway Worker 2 rate, effective as of ninety (90) days of successful employment, the Employer still reserves the right to remove the employee without recourse during the remainder of the one hundred and eighty (180) day probationary period, as set forth in Section 8.1 (and as modified by Section 8.3) of this Agreement. An employee removed during that probationary period shall have no right to return to Highway Worker 1.~~

~~The following shall apply to employees hired on or after the effective date of this Agreement: The probationary period for a new hire Highway Worker 1 shall be one (1) year as provided in Article 8, and the minimum rate for Highway Worker 1 shall apply while he or she is in that probationary period. Upon successful completion of the probationary period, the employee shall become a Highway Worker 2 and shall be paid at the minimum rate for that classification.~~

Section 20.4. If an employee is promoted to Highway 3 and fails probation or is otherwise demoted from Highway 3 to Highway 2, he or she shall be paid at his or her old Highway 2 rate as adjusted to include any general increases that have occurred since his or her promotion.

ARTICLE 21 **INSURANCES**

Section 21.1. Health, hospitalization and supplemental benefits (dental, prescription drug, vision, and term life insurance) shall be provided to bargaining unit employees in the same manner including but not limited to the same available coverage, premium contributions, conditions, co-pays, etc., as they are provided to non-bargaining unit employees of the Board of County Commissioners.

Section 21.2. The Employer shall indemnify and defend any employee from actions arising out of the lawful performance of his official and/or assigned duties.

ARTICLE 22
VACATION

Section 22.1. The vacation eligibility schedule for full-time bargaining unit employees is as follows:

- A. One (1) year of service but less than eight (8) years completed;
Eighty (80) hours per year accumulated at 3.1 hours per pay period.
- B. Eight (8) years of service but less than fifteen (15) years completed;
One hundred twenty (120) hours per year accumulated at 4.6 hours per pay period.
- C. Fifteen (15) years of service but less than twenty-five (25) years completed;
One hundred sixty (160) hours per year accumulated at 6.2 hours per pay period.
- D. Twenty-five (25) years or more of service completed;
Two hundred (200) hours per year accumulated at 7.7 hours per pay period.

Section 22.2. Vacation credit accrues while on vacation and paid leaves, including paid leaves. No vacation credit is earned while an employee is in no pay status. Eighty (80) hours of vacation is credited at the completion of one (1) year of service. Forty (40) hours of vacation credit is added to the completion of eight (8), fifteen (15), and twenty-five (25) years of service, in addition to the increased rate of accrual.

Section 22.3. Vacation requests are honored based upon the operational needs of the Engineer's Office, which may limit the number and classifications of employees who may be off at any given time. During the month of February of each Agreement year, employees will be polled as to when they wish to use their vacation during that year. Seniority will be the determining factor where two (2) or more employees select the same time period and all requests cannot be honored. After March 1, vacation requests are honored strictly on a first come-first served basis. The approved vacation schedule will be posted by the end of March. An employee must give the Employer at least three (3) workdays' notice to cancel scheduled vacation time.

Section 22.4. Vacations shall not be granted in increments of time that are less than one (1) full work day in length. Vacation requests other than those scheduled per Section 22.3 shall be made in writing by the employee to the Employer no less than fourteen (14) calendar days prior to the date the requested vacation is to commence, or at least 3 days in advance for a vacation of less than 1 week. In special circumstances, the Deputy of Operations or the Assistant Deputy of Operations may approve emergency vacation of less than one (1) work day in length and/or with less advance notice than listed above. The equivalent of two (2) vacation days may be used as personal days, and are not subject to the notification requirements and minimum duration requirements of this Section, but are subject to approval.

Section 22.5. An employee may, at any given time, accumulate only that amount of vacation which the employee can accrue over three (3) years. An employee who reaches three (3) times annual accrual will cease to accrue vacation until the balance is reduced.

Section 22.6. An employee with more than one (1) year of service who resigns or retires shall be paid for any earned but unused vacation.

ARTICLE 23 **HOLIDAYS**

Section 23.1. Bargaining unit employees shall be entitled to the following paid holidays:

New Year's Day	January 1
Martin Luther King Day	Third Monday in January
Memorial Day	Last Monday in May
Independence Day	July 4th
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veterans Day	November 11th
Thanksgiving Day	Fourth Thursday in November
Thanksgiving Friday	Day after Thanksgiving
Christmas Day	December 25th

Section 23.2. If any of the aforementioned holidays fall on Saturday, it shall be observed on the preceding Friday. If a holiday falls on Sunday, it shall be observed on the succeeding Monday.

Section 23.3. Holiday pay is equivalent to the length of the employees work day on the date the holiday is observed, not to exceed eight (8) hours. An employee who works on a holiday shall be paid at one and one-half (1½) times his regular hourly rate, in addition to the holiday pay.

Section 23.4. If a holiday provided for in Section 23.1 occurs while an employee is on vacation or sick leave, such leave time shall not be charged against the employee's vacation or sick leave balances.

Section 23.5. In addition to the holidays listed in Section 23.1, all employees will be granted a half day off on Christmas Eve. In the event employees are required to work on that day due to inclement weather, they will be given half a day of compensatory time to be taken at a later date.

ARTICLE 24 **SICK LEAVE**

Section 24.1. Employees earn .0575 hours of sick leave for each hour in active pay status, unless the Employer establishes an alternative schedule of sick leave as required or permitted by the Ohio Revised Code for employees not in the bargaining unit, in which case, that alternative schedule shall apply to employees in the bargaining unit. Sick leave may be accumulated without limit. Sick leave use and notification procedures are included in the Personnel Policy Manual, which use and notification procedures shall be considered as included in this Agreement.

Section 24.2. An employee shall only be charged for sick time equal to the scheduled work day less all hours worked that day.

Section 24.3. Family and Medical Leave will be granted to an employee who has been employed for at least twelve (12) months by the Employer and who has provided at least 1250 hours of work during the previous twelve (12) months. The leave will be granted for a period of up to twelve (12) weeks for the following reasons:

1. To care for his own serious health condition;
2. To care for his spouse, child, or parent who has a serious health condition; or
3. Because of the birth, adoption, or foster placement of a child.

The employee's paid leave (sick, vacation, and personal) must be exhausted and is included in the twelve (12) week total. The employee must provide the Employer with thirty (30) days advance notice of the leave or such notice as is practicable if thirty days notice is not possible. The employee shall provide the Employer with certification of the condition from a health care provider or from the adoption or foster placement agency, whichever is applicable. An employee who exhausts the Family Medical Leave may apply for disability leave or personal leave pursuant to the provisions of the Agreement, however, the length of the leave will be calculated to include the time the employee was off on FMLA. It is intended that the application of this section comply with the FMLA of 1993 as amended from time to time, and that the parties shall take such actions as to ensure compliance.

Section 24.4. Employees who have completed ten (10) years or more of continuous employment in county service shall be eligible to convert accumulated sick leave to cash upon separation from county service for any reason except disciplinary discharge, or resignation in lieu of discharge.

- A. Eligible employees hired before April 3, 1985 shall be entitled to convert one hundred percent (100%) of their accumulated sick leave hours, up to a maximum of nine hundred sixty (960) hours. County service shall include service with the State of Ohio or any political subdivisions of the state (as defined by the Ohio Revised Code).
- B. Eligible employees hired on or after April 3, 1985 shall be entitled to convert twenty five percent (25%) of their accumulated sick leave hours up to a maximum of two hundred forty (240) hours. County service shall mean only Warren County Service.

However, an employee hired after January 1, 2007 will only be eligible for this sick leave conversion benefit if his or her separation from service with Warren County is a disability retirement or service retirement under the Public Employees Retirement System, and he or she must also have the ten (10) years of service with Warren County referenced in Section 24.4(B), above.

Section 24.5. Payment shall be based upon the employee's hourly rate of pay at the time of separation.

Section 24.6. Sick leave conversion shall be permitted only once in a lifetime. Employees who have previously converted sick leave and who have re-entered county service shall not be entitled to conversion upon subsequent separation.

Section 24.7. Sick leave conversion benefits shall be paid to the designated beneficiary or the estate of any eligible employee who dies during the period of employment with Warren County.

Section 24.8. Funeral Leave:

- A. Any employee may be granted usage of accrued sick leave, upon approval of the Engineer, for a maximum of five (5) consecutive days in the event of a death of an immediate family member. For purposes of this policy, the "immediate family" is defined as: mother, father, brother, sister, child, spouse, grandparent, grandchild, mother-in-law, father-in-law, daughter-in-law, son-in-law, sister-in-law, brother-in-law, legal guardian or other person who stands in place of the employee's parent.
- B. Funeral leave may be used to attend the funeral, make funeral arrangements or attend to other matters directly related to the funeral. Funeral leave shall not be granted for any days following the date of the funeral unless approved by the Engineer or designee. Such additional time off shall be deducted from the employee's accumulated sick leave, in accordance with sections 24.8(B) and 24.8(C) herein.
- C. Any requests for funeral leave must be requested in accordance with the "Notification of Absence" policy contained in the Employer's Policy Manual.
- D. Part-time employees shall be eligible to use accrued sick leave in accordance with this policy and shall receive their regular rate of pay for such leave only for the days and the number of hours each day that the employee would normally have worked.

Section 24.9. Employees who do not use any unscheduled sick leave during the six (6) month period from November 1 thru April 30 shall be granted one (1) additional personal leave day with pay. Employees who do not use any unscheduled sick leave during the six (6) month period from May 1 thru October 31 shall be granted one (1) additional personal leave day with pay. Scheduled means: (1) scheduled in advance – not a call-off on the day sick leave begins; and (2) an employee must submit an appropriate treatment provider statement (e.g., receipt from doctor visit) to verify scheduled sick leave usage.

Section 24.10. Employees must request personal day leave use as far in advance as possible. The Employer reserves the right to deny any request for personal day leave that is not made more than fourteen (14) calendar days in advance. Such denial shall not be subject to the grievance procedure.

Section 24.11. Employees that have earned the personal day during the November 1 – April 30 period must schedule and use it prior to the November 1 after it is earned. Personal leave not scheduled and used on or before that November 1 will be forfeited.

Employees that have earned the personal day during the May 1 – October 31 must schedule and use it only during the April 1 – October 31 period that immediately follows. Personal leave not scheduled and used on or before November 1 will be forfeited.

ARTICLE 25
LEAVES OF ABSENCE

Section 25.1. The Employer may grant a personal leave of absence for up to six (6) months upon request of an employee for any reason other than the seeking of outside employment.

Section 25.2. An employee summoned to jury duty at times coinciding with his regular work shift shall receive full pay for the time absent, and will be required to turn over any fees received (but not mileage or meal allowance) to the county.

Section 25.3. Military leave shall be granted in accordance with applicable state or federal law.

Section 25.4. Disability Leave, Disability Separation, and PERS Disability:

A physically or mentally incapacitated employee who has completed his probationary period may request an unpaid Disability Leave. A Disability Leave for a period not to exceed one (1) year may be granted when the disability continues beyond the use of all accrued but unused sick leave. The employee must furnish satisfactory medical proof of such disability along with his written request for unpaid Disability Leave. The employee must also be:

- A. Hospitalized or institutionalized;
- B. On a period of convalescence following hospitalization or institutionalization authorized by a physician at the hospital or institution; or
- C. Declared incapacitated for the performance of the duties of his position by a licensed physician.

It is the employee's responsibility to request an unpaid Disability Leave since such leave is not granted automatically, although the Employer may place the employee on Disability Leave if the employer has satisfactory certification from a licensed physician that the employee is unable to perform the essential functions of his or her position with or without a reasonable accommodation.

At any time after the employee has exhausted Family and Medical Leave and accrued but unused sick leave, and the Employer, based upon acquired medical evidence, determines that the employee is unable to perform the essential functions of the employee's job, with or without a reasonable accommodation, and the Employer has declined to approve any additional leave (e.g. the Employer has determined that additional leave would not be a reasonable accommodation under the circumstances), and the employee has not been granted PERS Disability, the Employer may separate the employee from service with the Employer. An employee so separated has no reinstatement rights, except to the extent that the parties may not supersede contrary PERS laws under this Agreement.

The Employer should send a written reminder to the employee at least two (2) weeks prior to the expiration of his Disability Leave. An employee who does not return from Disability Leave, who formally resigns, or takes a PERS Disability (disability benefits) shall be separated by personnel action with the designation "Failure to Return from Disability Leave."

An employee who has been granted a Disability Leave shall not accrue vacation leave or sick leave during such a Disability Leave.

When an employee is ready to return to work from an unpaid disability leave, he shall furnish a statement by a physician releasing the employee as able to return to full time and full capacity duty. The Employer may require an employee to be examined by a licensed physician at the expense of the Employer as provided above. Employer required Disability Leave or Disability Separation may be appealed through the grievance and arbitration procedures.

PERS Disability: If an employee applies for PERS Disability and it is granted or the Employer submits the employee for PERS Disability and it is granted, effective on or after the date the employee has exhausted any available Family and Medical Leave the employee shall be placed on PERS Disability accordingly.

Section 25.5. The Employer may place an individual who is unable to perform the essential duties of his or her position in another position that the Employer deems available and for which the employee is able to perform the essential functions; or alternatively, if no such position is available, the Employer may, at his sole discretion, may temporarily assign the employee to perform other duties for a period of time to be determined by the Employer.

ARTICLE 26 **MISCELLANEOUS**

Section 26.1. Drinking water will be provided to employees when working away from the garage. This water shall be in a sanitary container furnished by the Employer. The employees shall be responsible for maintaining the container in a sanitary condition, filling the container with water and returning the container at the end of the day.

Section 26.2. If three (3) or more pieces of moving equipment (classified as one-ton truck or larger and heavy equipment) are working, one (1) mechanic shall be on duty at the shop.

ARTICLE 27 **NO STRIKE / NO LOCKOUT**

Section 27.1. The employee and the Employer will be covered by Ohio Revised Code Section 4117, in relationship to strikes and lockouts, as it affects the employee and the Employer.

ARTICLE 28 **SAVINGS AND CONTRACT CONSTRUCTION CLAUSE**

Section 28.1. Should a court of competent jurisdiction determine that a Section or Article of this Agreement is illegal, then such Section or Article shall automatically be terminated. The remainder of the Agreement shall continue in full force and effect. In the event that a Section or Article is determined to be unlawful, the Employer and the Union shall promptly meet for the purpose of negotiating a lawful alternative provision.

Either party may submit the dispute to arbitration if the parties fail to reach an agreement within thirty (30) calendar days.

The provisions (including procedures) of this Agreement supersede those provisions (including procedures) in the Revised Code covering the same subject matter, and in particular, but not limited to, those governing probationary employees and probationary periods, layoffs and job abolishments.

ARTICLE 29
INTEGRITY OF THE AGREEMENT

Section 29.1. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right to make demands and proposals on any subject matter not removed by law from the area of collective bargaining, and that the entire understandings and agreement arrived at by the parties after exercise of that right and opportunity are set forth in this Agreement. The provisions of this Agreement constitute the entire agreement between the Employer and the Union, and all prior agreements, practices and policies, either oral or written, are hereby canceled, except the existing written work rules and written policies of the Employer applicable to the bargaining unit.

ARTICLE 30
WAIVER IN EMERGENCY

Section 30.1. In cases of emergency declared by the President of the United States, the Governor of the State of Ohio, the Warren County Sheriff, or the Federal or State Legislature, such as acts of God or civil disorder, the following conditions of this Agreement may be temporarily suspended by the Employer:

- A. Time limits for the processing of grievances; and
- B. All work rules and/or agreements and practices relating to the assignment of employees.

Upon termination of the emergency, grievances filed prior to the emergency shall be processed in accordance with the provisions outlined in the grievance procedure of this Agreement and shall proceed from the point in the grievance procedure to which the grievance(s) had properly progressed prior to the emergency.

ARTICLE 31
DURATION

Section 31.1. Unless otherwise specified herein, the provisions of this Agreement shall become effective upon execution by the parties, **on January 1, 2021** and shall remain in effect through 11:59 p.m. December 31, ~~2020~~ **2023**.

Section 31.2. If either party desires to modify or amend this Agreement, it shall give written notice of such intent no earlier than one hundred twenty (120) calendar days prior to the expiration date, and not later than ninety calendar days prior to the expiration date of this Agreement. Such notice shall be as provided for by the rules of the Ohio State Employment Relations Board. The parties shall commence negotiations within two (2) calendar weeks upon receiving notice of intent.

SIGNATURES

IN WITNESS WHEREOF, the parties have hereunto signed by their authorized representatives as of the _____ day of _____, 2020.

FOR THE WARREN COUNTY
ENGINEER:

WARREN COUNTY HIGHWAY
EMPLOYEE'S ASSOCIATION/AFSCME,
OHIO COUNCIL 8, AFL-CIO:

Neil F. Tunison, P.E., P.S.
Warren County Engineer

Mark Caddo
Staff Representative

Bobbi Apking
Administrative Assistant

Bargaining Team Member

Kurt Weber, P.E., P.S.
Chief Deputy Engineer

Bargaining Team Member

Mark Dawson
Deputy of Operations

Bargaining Team Member

ADDITIONAL SIGNATURES:

Tiffany Zindel
Warren County Administrator

Martin T. Russell
Deputy County Administrator

Keith W. Anderson
Assistant Prosecuting Attorney

Ryan Woodward, Clemans, Nelson & Assoc., Inc.
Management Consultant

APPENDIX A

<u>Employee Initials & Class</u>	<u>Hire Date</u>	<u>Effective Start of 1st Pay Period Following Effective Date of this Agreement, 2018</u>	<u>2019 Pay Rate</u>	<u>2020 Pay Rate</u>
		(Includes 2% already given 1/1/2018)		
JA Hwy II	04/18/2016	18.20	18.75	19.12
MB Hwy III	08/13/2012	21.82	22.26	22.70
CB Mech II	01/03/2017	20.69	21.10	21.52
ED Hwy II	04/24/2017	18.20	18.75	19.12
CF Mech III	11/09/1992	24.67	25.16	25.67
AF Hwy II	05/04/2015	18.20	18.75	19.12
KG Hwy II	02/02/2015	18.20	18.75	19.12
JH Hwy II	12/04/2017	18.20	18.75	19.12
EH Hwy II	02/05/2018	18.20	18.75	19.12
AH Hwy II	05/11/2015	18.20	18.75	19.12
DH Mech II	01/23/2017	20.69	21.10	21.52
JL Hwy II	06/12/2017	18.20	18.75	19.12
MM Hwy II	09/14/1998	21.18	21.60	22.04
DN Hwy III	10/17/2011	21.82	22.26	22.70
KR Hwy III	05/12/2014	21.82	22.26	22.70
KR Hwy II	01/22/2018	18.20	18.75	19.12
SS Hwy II	10/24/2016	18.20	18.75	19.12
AS Hwy II	11/28/2016	18.20	18.75	19.12
KS Hwy III	06/03/1996	22.63	23.08	23.54
ET Hwy II	10/17/2016	18.20	18.75	19.12
LW Hwy II	12/07/15	18.20	18.75	19.12
Base Starting Wage Rates				
Position		2021	2022	2023
Highway Worker 1		18.75	19.12	19.50
Highway Worker 2		19.50	19.89	20.29
Highway Worker 3		23.15	23.62	24.09
Mechanic 2		21.96	22.40	22.85
Mechanic 3		24.14	24.63	25.12

The rates set forth above would apply should the employee remain in the same classification for the duration of the Agreement.

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

Resolution

Number 20-1873

Adopted Date December 22, 2020

APPROVE AND ENTER INTO AN ELECTRIC/COMMUNICATION EASEMENT AGREEMENT WITH DUKE ENERGY OHIO, INC. FOR THE FRANKLIN AREA WATER TREATMENT PLANT EXPANSION PRIMARY POWER FEED

WHEREAS, this Board of County Commissioners (the "Board") of the County of Warren, Ohio (the "County") recognize the need to perform improvements to the Franklin Area Water Treatment Plant; and

WHEREAS, the expansion requires a primary electric power feed to be installed; and

NOW THEREFORE BE IT RESOLVED, to enter into an Easement Agreement with Duke Energy Ohio, Inc. for permanent easement that is part of parcels 08-36-104-002 and 08-36-151-008 located in Franklin Township; as attached hereto and made a part hereof.

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

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

Resolution adopted this 22nd day of December 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a – Duke Energy Ohio, Inc.
Water/Sewer (file)
Easement file
Project file

Prepared by: Duke Energy Ohio, Inc.
Return to: Duke Energy Ohio, Inc.
Attn: Judy Downs
139 E 4th Street, EF320
Cincinnati, OH 45202

Parcel # 08-36-104-002
Parcel # 08-36-151-008

EASEMENT

State of Ohio
County of Warren

THIS EASEMENT ("**Easement**") is made this 20th day of December 2020, from **THE WARREN COUNTY BOARD OF COUNTY COMMISSIONERS AKA THE COMMISSIONERS OF WARREN COUNTY, OHIO** ("**Grantor**", whether one or more), to **DUKE ENERGY OHIO, INC.**, an Ohio corporation ("**Grantee**").

Grantor, for and in consideration of the sum of One and 00/100 Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby grant unto Grantee a perpetual and non-exclusive easement, to construct, reconstruct, operate, patrol, maintain, repair, replace, relocate, add to, modify, and remove electric and communication lines including, but not limited to, all necessary supporting structures, and all other appurtenant apparatus and equipment for the transmission and distribution of electrical energy, and for technological purposes related to the operation of the electric facilities and for the communication purposes of Incumbent Local Exchange Carriers (collectively, "**Facilities**"). Grantor is the owner of that certain property described in Section 36, Town 3 East, Range 4 North, MRS, Franklin Township, Warren County, State of Ohio; 1.) being a part of a tract containing 5.645 acres of land, more or less, as recorded in Official Record Book 969, Page 172, and 2.) being part of a tract containing 95.4 acres, more or less, as recorded as Document Number 2017-034266, save and except 22.972 acres, more or less, recorded in Plat Book 4, Page 222; save and except 4.364 acres, more or less, recorded in Deed Book 356, Page 453; save and except 25.232 acres, more or less, recorded in Plat Book 5, Page 107; save and except 5.645 acres recorded in O.R. Volume 969, Page 172;

leaving a remainder of 37.187 acres, more or less, in the Office of the Recorder of Warren County, Ohio (“Property”). The Facilities shall be underground, except as needed on or above the ground to support the underground Facilities, and located in, upon, along, under, through, and across a portion of the Property within an easement area described as follows: A strip of land fifteen feet (15’) in uniform width, lying equidistant on both sides of a centerline, along with an area ten feet (10’) wide on all sides of the foundation of any Grantee enclosure/transformer, vault and/or manhole, and as generally shown on Exhibit “A”, attached hereto and becoming a part hereof (hereinafter referred to as the “Easement Area”).

The rights granted herein include, but are not limited to, the following:

1. Grantee shall have the right of ingress and egress over the Easement Area, Property, and any adjoining lands now owned or hereinafter acquired by Grantor (using lanes, driveways, and adjoining public roads where practical as determined by Grantee).
2. Grantee shall have the right to trim, cut down, and remove from the Easement Area, at any time or times and using safe and generally accepted arboricultural practices, trees, limbs, undergrowth, other vegetation, and obstructions.
3. Grantee shall have the right to trim, cut down, and remove from the Property, at any time or times and using safe and generally accepted arboricultural practices, dead, diseased, weak, dying, or leaning trees or limbs, which, in the opinion of Grantee, might fall upon the Easement Area or interfere with the safe and reliable operation of the Facilities.
4. Grantee shall have the right to install necessary guy wires and anchors extending beyond the boundaries of the Easement Area.
5. Grantee shall have the right to relocate the Facilities and Easement Area on the Property to conform to any future highway or street relocation, widening, or alterations.
6. Grantor shall not place, or permit the placement of, any structures, improvements, facilities, or obstructions, within or adjacent to the Easement Area, which may interfere with the exercise of the rights granted herein to Grantee. Grantee shall have the right to remove any such structure, improvement, facility, or obstruction at the expense of Grantor.
7. Excluding the removal of vegetation, structures, improvements, facilities, and obstructions as provided herein, Grantee shall promptly repair or cause to be repaired any physical damage to the surface area of the Easement Area and Property resulting from the exercise of the rights granted herein to Grantee. Such repair shall be to a condition which is reasonably close to the condition prior to the damage, and shall only be to the extent such damage was caused by Grantee or its contractors or employees.
8. Grantor shall retain the right to use the Easement Area in any manner provided such use is not inconsistent with the rights granted herein to Grantee.
9. All other rights and privileges reasonably necessary, in Grantee’s sole discretion, for the safe, reliable, and efficient installation, operation, and maintenance of the Facilities.

The terms Grantor and Grantee shall include the respective heirs, successors, and assigns of Grantor and Grantee. The failure of Grantee to exercise or continue to exercise or enforce any of the rights herein granted shall not be construed as a waiver or abandonment of the right thereafter at any time, or from time to time, to exercise any and all such rights.

TO HAVE AND TO HOLD said rights, privilege, and easement unto Grantee, its successors, licensees, and assigns, forever. Grantor warrants and covenants that Grantor has the full right and authority to convey to Grantee this perpetual Easement, and that Grantee shall have quiet and peaceful possession, use and enjoyment of the same.

IN WITNESS WHEREOF, Grantor has signed this Easement under seal effective this 2nd day of December, 20 20.

THE WARREN COUNTY BOARD OF
COUNTY COMMISSIONERS AKA THE
COMMISSIONERS OF WARREN COUNTY,
OHIO

David Young, President
Name of Signer, Title

State OF Ohio
COUNTY OF Warren

APPROVED AS TO FORM

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

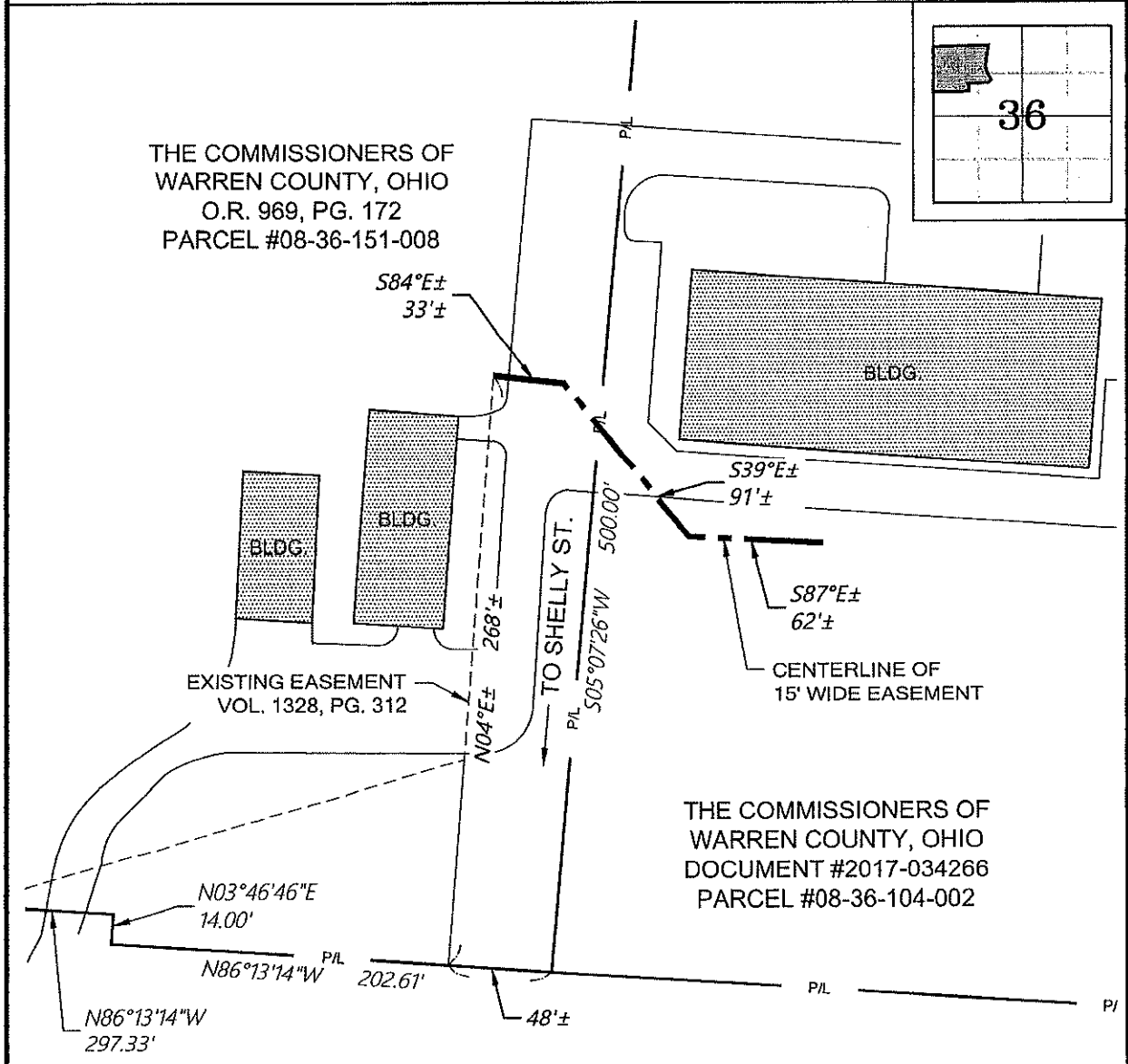
This certificate relates to an acknowledgment in connection with which, no oath or affirmation was administered to the document signer.

The foregoing instrument was acknowledged before me, a notary public in the county and state written above this 2nd day of December, 20 20 by David Young as the President of THE WARREN COUNTY BOARD OF COUNTY COMMISSIONERS AKA THE COMMISSIONERS OF WARREN COUNTY, OHIO, organized under the laws of Ohio.

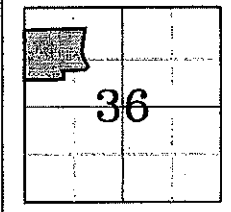
Signed: [Signature]
Printed or Typed Name: David Young
Commission Expires: 7/9/23
My County of Residence: Warren
My Commission Number: [Signature]

This instrument was prepared by Janice L. Walker, Attorney-at-Law, 139 E. 4th St., Cincinnati, OH 45202.

THIS IS NOT A SURVEY. LOCATIONS SHOWN ARE APPROXIMATE.

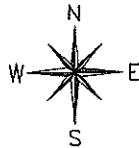


THE COMMISSIONERS OF
WARREN COUNTY, OHIO
O.R. 969, PG. 172
PARCEL #08-36-151-008



THE COMMISSIONERS OF
WARREN COUNTY, OHIO
DOCUMENT #2017-034266
PARCEL #08-36-104-002

NOTE: PROPERTY LINES AS SHOWN WERE
PLOTTED FROM DOCUMENT #2017-034266;
O.R. 969, PG. 172; VOL. 1328, PG. 312 AND SITE
IMPROVEMENTS FROM GIS DATA



1:80

WARREN COUNTY, OHIO

SITE NAME: FRANKLIN TOWNSHIP SECTION 36 T-3E, R-4N, MRS



DR. AM
CK. MT
DATE

EXHIBIT MAP OF:
EASEMENT
EXHIBIT MAP FOR:
THE COMMISSIONERS OF WARREN COUNTY, OHIO

EXHIBIT 'A'

11/24/2020

LOCATION
6648 SHELLY ST, FRANKLIN, OH

EMAX #34302328

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

Resolution

Number 20-1874

Adopted Date December 22, 2020

APPROVE EXTENSION TO THE SERVICE AGREEMENT WITH THE HUMANE ASSOCIATION OF WARREN COUNTY, INC.

WHEREAS, pursuant to Resolution #06-2070 adopted December 7, 2006, this Board approved and entered into a Service Agreement with the Warren County Humane Association, Inc. effective January 1, 2007 to provide support services to the County Dog Warden's Office; and

WHEREAS, this Board of County Commissioners and the Humane Association mutually desire to continue said services for the year 2021; and

NOW THEREFORE BE IT RESOLVED, to approve a one-year extension to the Service Agreement between this Board and the Humane Association of Warren County, Inc. for a total cost of services from January 1, 2021 to December 31, 2021 of \$245,863; as attached hereto and made a part hereof.

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

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

Resolution adopted this 22nd day of December 2020.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

/tao

cc: C/A— Warren County Humane Association, Inc.
Humane Association
Dog Warden (file)

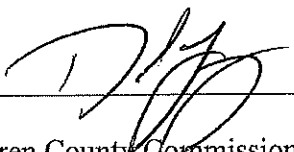
Service Agreement Extension

WHEREAS, Resolution Number 06-2070 approved and entered into a Service Agreement with the Warren County Humane Association, Inc. beginning January 1, 2007 and ending December 31, 2008 to provide support services to the County Dog Warden's Office, and

WHEREAS, Resolution Numbers 08-1850, 09-1670, 10-1679, 11-1639, 12- 1718, 13-1864, 15-0673, 15-2227, 16-2077 17-2072, 18-1866, and 19-1766 approved one-year extensions to said service agreement with the latest extension ending December 31, 2020; and

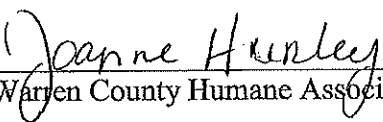
WHEREAS, the Board of County Commissioners and the Board of the Humane Association mutually desire to continue said services through the year 2021; and

NOW THEREFORE BE IT RESOLVED that the "Humane Association Service Agreement" approved pursuant to Resolution Number 06-2070 is extended for a period of one year beginning January 1, 2021, and ending December 31, 2021, at a rate of \$245,863. All terms shall remain the same, only the term is being amended hereby.



President
Board of Warren County Commissioners

12/22/20
Date

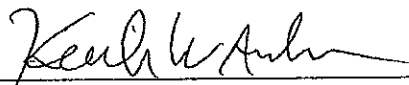


Warren County Humane Association, Inc.

12/11/20
Date

Approved as to Form:

DAVID FORNSHELL
PROSECUTING ATTORNEY
WARREN COUNTY, OHIO



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

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 20-1875

Adopted Date December 22, 2020

ACKNOWLEDGE APPROVAL OF FINANCIAL TRANSACTION

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

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

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

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

Resolution adopted this 22nd day of December 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/tao

cc: Auditor _____
Appropriation adjustment file
OMJ (file)

APPROVE APPROPRIATION ADJUSTMENTS WITHIN THE OHIOMEANSJOBS
WARREN COUNTY FUND #2254 AND #2258

WHEREAS, an appropriation adjustments are necessary for Telecom and Materials/Supplies expenses; and

NOW THEREFORE BE IT RESOLVED, to approve appropriation adjustments within the OhioMeansJobs Warren County Fund # 2254 and #2258.

\$ 500	from #2254-5800-5400	(Purchased Services)
	into #2254-5800-5210	(Materials/Supplies)
\$ 500	from #2258-5800-5820	(Health and Life)
	Into #2258-5800-5430	(Utilities)
\$ 500	from #2258-5800-5820	(Health and Life)
	Into #2258-5800-5210	(Materials/Supplies)

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

- Mr. Grossmann –
- Mr. Young –
- Mrs. Jones –

Resolution adopted this th day of 2020.

BOARD OF COUNTY COMMISSIONERS

Tina Osborne, Clerk

*↑ Zindel
to be ratified
12-22-2020*

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

Resolution

Number 20-1876

Adopted Date December 22, 2020

ACKNOWLEDGE PAYMENT OF BILLS

BE IT RESOLVED, to acknowledge payment of bills from 12/15/20 and 12/17/20 as attached hereto and made a part hereof.

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

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

Resolution adopted this 22nd day of December 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/tao

cc: Auditor _____

Resolution

Number 20-1877

Adopted Date December 22, 2020

APPROVE A STREET AND APPURTENANCES (INCLUDING SIDEWALKS) BOND REDUCTION FOR UNION VILLAGE DEVELOPMENT COMPANY FOR COMPLETION OF IMPROVEMENTS IN UNION VILLAGE, PHASE 1A SITUATED IN TURTLECREEK TOWNSHIP

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

BOND REDUCTION

Bond Number	:	19-017 (P/S)
Development	:	Union Village, Phase 1A
Developer	:	Union Village Development Company
Township	:	Turtlecreek
Reduction Amount	:	\$293,781.37
Surety Company	:	Berkley Insurance Company (#0226190)


BE IT FURTHER RESOLVED: the original amount of bond was \$471,790.92 and after the above reduction, the new required bond amount is \$178,009.55.

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

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

Resolution adopted this 22nd day of December 2020.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Union Village Development Company, 580 N. St. Rt. 741, Lebanon, OH 45036
Berkley Insurance Company, 475 Steamboat Road, Greenwich, CT 06830
Engineer (file)
Bond Agreement File

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

Resolution

Number 20-1878

Adopted Date December 22, 2020

APPROVE BOND RELEASE FOR TRAILS OF SHAKER RUN HOLDINGS, LLC FOR COMPLETION OF IMPROVEMENTS IN TRAILS OF SHAKER RUN SECTION 11 SITUATED IN TURTLECREEK TOWNSHIP

BE IT RESOLVED to approve the following bond release upon recommendation of the Warren County Soil and Water Conservation District:

EROSION CONTROL PERFORMANCE BOND RELEASE


Bond Number	:	N/A
Development	:	Trails of Shaker Run Section 11
Developer	:	Trails of Shaker Run Holdings, LLC
Township	:	Turtlecreek
Amount	:	\$22,756.50
Surety Company	:	North Side Bank and Trust - LOC #756

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

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

Resolution adopted this 22nd day of December 2020.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

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

Resolution

Number 20-1879

Adopted Date December 22, 2020

ENTER INTO STREET AND APPURTENANCES (INCLUDING SIDEWALKS) SECURITY AGREEMENT WITH GRAND COMMUNITIES, LLC FOR INSTALLATION OF CERTAIN IMPROVEMENTS IN SHAKER RUN, SECTION SEVEN SITUATED IN TURTLECREEK 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	:	20-028 (P/S)
Development	:	Shaker Run, Section Seven
Developer	:	Grand Communities, LLC
Township	:	Turtlecreek
Amount	:	\$279,417.10
Surety Company	:	Berkley Insurance Company (0235438)

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

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

Resolution adopted this 22nd day of December 2020.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

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

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

STREETS AND APPURTENANCES
(Including Sidewalks)

Security Agreement No.

20-028 (P/S)

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

WITNESSETH:

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

WHEREAS, it is estimated that the total cost of the Improvements is \$1,397,085.50, and that the Improvements that have yet to be completed and approved may be constructed in the sum of \$125,860; 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 \$279,417.10 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 \$279,417.10 to secure the performance of all maintenance upon the Improvements as determined to be necessary by the County Engineer (hereinafter the Maintenance Obligation). In no event shall the sum provided for herein be less than twenty percent (20%) of the estimated total cost of the Improvements as set forth above.

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

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

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

A. To the County Commissioners:

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

B. To the County Engineer:

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

C. To the Developer:

Grand Communities, LLC.

Dave Stroup

3940 Olympic Blvd

Erlanger, KY 41018

Ph. (859) 344 - 3131

D. To the Surety:

Berkley Insurance Company

475 Steamboat Road

Greenwich, CT 06830

Ph. (575) 473 - 3402

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

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

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

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

 Original Escrow Letter (attached)

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

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

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

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

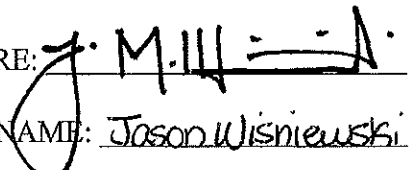
17. This Agreement shall not be assignable or transferrable by the Developer or Surety to any third party or parties without the express written consent of the County Commissioners. Developer and Surety waive any successor developer or successor surety claim or defense unless the County Commissioners have executed a written consent of assignment.

18. This Agreement shall be construed under the laws of the State of Ohio. The Developer and Surety hereby stipulate to the venue for any and all claims, disputes, interpretations and litigation of any kind arising out of this Agreement, being exclusively in the Warren County, Ohio Court of Common Pleas (unless both parties mutually agree in writing to attempt to resolve by alternate dispute resolution prior to litigation), and do further waive any right to bring or remove such claims, disputes, interpretation and litigation of any kind arising out of this Agreement, in or to any other state or a federal court.

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

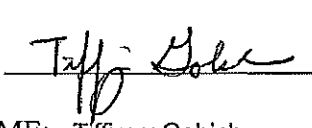
DEVELOPER:

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

SIGNATURE: 
 PRINTED NAME: Jason Wisniewski
 TITLE: Vice President of Planning and Entitlement
 DATE: 12/11/20

SURETY:


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

SIGNATURE: 
 PRINTED NAME: Tiffany Gobich
 TITLE: Attorney-in-Fact
 DATE: December 10, 2020

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN EXECUTION WHEREOF, the Warren County Board of County Commissioners have caused this security agreement to be executed by the President of the Board, on the date stated below, pursuant to Board Resolution Number 20-1979, dated 12/22/20

**WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS**

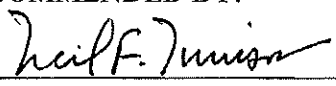
SIGNATURE: 

PRINTED NAME: David Young

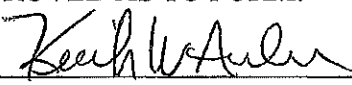
TITLE: President

DATE: 12/22/20

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

PERFORMANCE BOND

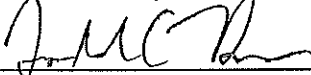
KNOW ALL MEN BY THESE PRESENTS that, Grand Communities, LLC, 3940 Olympic Blvd., Suite 400, Erlanger, KY 41018, as Principal, and Berkley Insurance Company, 475 Steamboat Road, Greenwich, CT 06830, as Surety, are held and firmly bound unto Warren County Commissioners, 406 Justice Drive, Lebanon, OH 45036, as Obligee, in the sum of Two Hundred Seventy Nine Thousand Four Hundred Seventeen and 10/100 (\$279,417.10) lawful money of the United States for the payment of which, well and truly be made, we bind ourselves, our heirs, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has agreed to construct and dedicate for public purpose and maintenance Streets and Appurtenances in Shaker Run Section 7 Subdivision in Turtlecreek Township, Warren County, OH.

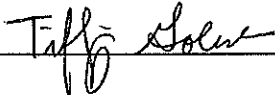
NOW THEREFORE, if the said Principal hereinbefore set forth, shall fully and faithfully perform all the work specified to be done in accordance with plans for Streets and Appurtenances in Shaker Run Section 7 Subdivision in Turtlecreek Township, Warren County, OH, on record at Warren County Commissioners, then this obligation shall be void and of no further legal effect; otherwise, this bond shall remain in full force and effect in law; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder, shall in no event exceed the penal amount of this obligation, as herein stated to be the sum of Two Hundred Seventy Nine Thousand Four Hundred Seventeen and 10/100 (\$279,417.10) and no more.

SIGNED AND DATED THIS 16th day of December, 2020.

Principal: Grand Communities, LLC
A Kentucky Limited Liability Company

By: 
Todd E. Huss

Surety: Berkley Insurance Company

By: 
Tiffiany Gobich, Attorney-in-Fact

POWER OF ATTORNEY
BERKLEY INSURANCE COMPANY
WILMINGTON, DELAWARE

NOTICE: The warning found elsewhere in this Power of Attorney affects the validity thereof. Please review carefully.

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: *Dan E. Ries; Susan A. Yeazell; Tiffany Gobich; Anne Tierney; or Julie L. Cline of USI Insurance Services, LLC of Cincinnati, OH* its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed Fifty Million and 00/100 U.S. Dollars (U.S.\$50,000,000.00), to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

RESOLVED, that, with respect to the Surety business written by Berkley Surety, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 27th day of May, 2020.

Attest:

Berkley Insurance Company

(Seal)

By Ira S. Lederman
Executive Vice President & Secretary

By Jeffrey M. Hafner
Senior Vice President

WARNING: THIS POWER INVALID IF NOT PRINTED ON BLUE "BERKLEY" SECURITY PAPER.

STATE OF CONNECTICUT)

) ss:

COUNTY OF FAIRFIELD)

Sworn to before me, a Notary Public in the State of Connecticut, this 27th day of May, 2020, by Ira S. Lederman and Jeffrey M. Hafner who are sworn to me to be the Executive Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

MARIA C. RUNDRAKEN
NOTARY PUBLIC
CONNECTICUT
MY COMMISSION EXPIRES
APRIL 30, 2024

Maria C. Rundraken
Notary Public, State of Connecticut

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

Given under my hand and seal of the Company, this 16th day of December, 2020.

(Seal)

Vincent P. Forte
Vincent P. Forte

WARNING - Any unauthorized reproduction or alteration of this document is prohibited. This power of attorney is void unless seals are readable and the certification seal at the bottom is embossed. The background imprint, warning and verification instructions (on reverse) must be in blue ink.

Please **verify the authenticity** of the instrument attached to this Power by:

Toll-Free Telephone: (800) 456-5486; or

Electronic Mail: BSGInquiry@berkleysurety.com

Any written notices, inquiries, claims or demands to the Surety on the bond attached to this Power should be directed to:

Berkley Surety
412 Mount Kemble Ave.
Suite 310N
Morristown, NJ 07960
Attention: Surety Claims Department

Or

Email: BSGClaim@berkleysurety.com

Please include with all communications the bond number and the name of the principal on the bond. Where a claim is being asserted, please set forth generally the basis of the claim. In the case of a payment or performance bond, please also identify the project to which the bond pertains.

Berkley Surety is a member company of W. R. Berkley Corporation that underwrites surety business on behalf of Berkley Insurance Company, Berkley Regional Insurance Company and Carolina Casualty Insurance Company.

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

Resolution

Number 20-1880

Adopted Date December 22, 2020

ENTER INTO A SUBDIVISION PUBLIC IMPROVEMENT PERFORMANCE AND MAINTENANCE SECURITY AGREEMENT WITH GRAND COMMUNITIES, LLC. FOR INSTALLATION OF CERTAIN IMPROVEMENTS IN SHAKER RUN SUBDIVISION, SECTION SEVEN, SITUATED IN TURTLECREEK TOWNSHIP

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

SECURITY AGREEMENT

Bond Number	:	20-027 (W/S)
Development	:	Shaker Run Subdivision, Section Seven
Developer	:	Grand Communities, LLC.
Township	:	Turtlecreek
Amount	:	\$39,091.50
Surety Company	:	Berkley Insurance Company (0234000)

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

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

Resolution adopted this 22nd day of December 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cgb

cc: Grand Communities, Ltd., Dave Stroup, 3940 Olympic Blvd, Suite 100, Erlanger KY 41018
Berkley Insurance Company, 475 Steamboat Road, Greenwich, CT 06830
Water/Sewer (file)
Bond Agreement file

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

WATER AND/OR SANITARY SEWER

Security Agreement No.

20-027 (w/s)

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

WITNESSETH:

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

WHEREAS, it is estimated that the total cost of the Improvements is \$390,915, and that the Improvements that have yet to be completed and approved may be constructed in the sum of \$0; 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 to secure the performance of the construction of the uncompleted or unapproved Improvements in accordance with Warren County subdivision regulations (hereinafter the Performance Obligation). If any sum greater than zero (0) is inserted herein, the **minimum performance security** shall be ten percent (10%) of the total cost of the Improvements.

2. The County Commissioners will, upon approval of the County Sanitary Engineer of all Improvements in the Subdivision, tentatively accept all Improvements.
3. The Developer shall be in default of the Performance Obligation if the construction or installation of any Improvement by the Developer is not completed within 1 years from the date of the execution of this agreement, as determined by the County Sanitary Engineer. The same shall apply whenever construction of the Improvements is not performed in accordance with the Warren County subdivision regulations.
4. The condition of the Performance Obligation shall be that whenever the Developer shall be declared by the County Commissioners to be in default, the Surety and the Developer shall, upon written notification of default by the County Commissioners to the Surety promptly make sufficient funds available to the County Commissioners to pay the cost of the completion of the construction of the uncompleted or unapproved Improvements in accordance with Warren County subdivision regulations, including any costs incurred by the County Commissioners which are incidental to the completion of the construction of the uncompleted or unapproved Improvements, including, but not limited to costs associated with publication of legal notices, preparation of such additional plans, specifications and drawings as may, in the judgment of the County Commissioners, be necessary, preparation of bid documents, etc., but not exceeding the amount set forth in Item 1 hereof. The Developer shall have the opportunity to respond in writing within two (2) weeks of receipt of notice of intent to find the Developer in default. In the case that the performance security given is in the form of a cashier's check or certified check provided directly to the County Commissioners, the County Commissioners may apply such funds as set forth herein upon notification of default to the Surety. The determination of the amount of funds to be disbursed by Surety to the County Commissioners as set forth in the aforesaid notification is final and binding upon the parties hereto. However, the foregoing shall not release Developer from any liability for any deficiency between the amount of funds disbursed and the actual costs incurred by the County Commissioners in the completion of the construction or installation of the uncompleted or unapproved Improvements and Developer expressly agrees to be liable to the County Commissioners for any such deficiency.
5. The County Commissioners, the Developer and Surety mutually agree that the Performance Obligation created herein shall continue until the completion of the installation of the Improvements in accordance with Warren County subdivision regulations and that upon the Improvements having been inspected and approved for one year maintenance, the Performance Obligation shall become null and void.
6. The Developer will provide **maintenance security** to the County Commissioners in the sum of \$39,091.50 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:

Grand Communities, LLC.

Dave Stroup

3940 Olympic Blvd

Erlanger, KY 41018

Ph. (859) 344 - 3131

D. To the Surety:

Berkley Insurance Company

475 Steamboat Road

Greenwich, CT 06830

Ph. (575) 473 - 3402

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

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

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

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

 Original Escrow Letter (attached)

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

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

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

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

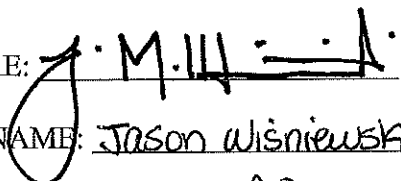
17. This Agreement shall not be assignable or transferrable by the Developer or Surety to any third party or parties without the express written consent of the County Commissioners. Developer and Surety waive any successor developer or successor surety claim or defense unless the County Commissioners have executed a written consent of assignment.

18. This Agreement shall be construed under the laws of the State of Ohio. The Developer and Surety hereby stipulate to the venue for any and all claims, disputes, interpretations and litigation of any kind arising out of this Agreement, being exclusively in the Warren County, Ohio Court of Common Pleas (unless both parties mutually agree in writing to attempt to resolve by alternate dispute resolution prior to litigation), and do further waive any right to bring or remove such claims, disputes, interpretation and litigation of any kind arising out of this Agreement, in or to any other state or a federal court.

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

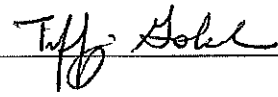
DEVELOPER:

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

SIGNATURE: 
 PRINTED NAME: Jason Wisniewski
 TITLE: Vice President of Planning and Entitlement
 DATE: 12/11/20

SURETY:

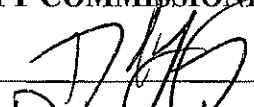
Pursuant to an instrument authorizing the undersigned to execute this agreement.

SIGNATURE: 
 PRINTED NAME: Tiffany Gobich
 TITLE: Attorney-in-Fact
 DATE: December 10, 2020

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN EXECUTION WHEREOF, the Warren County Board of County Commissioners have caused this security agreement to be executed by the President of the Board, on the date stated below, pursuant to Board Resolution Number 20-1880, dated 12/22/20

**WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS**

SIGNATURE: 
PRINTED NAME: David Young
TITLE: President
DATE: 12/22/20

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

Bond No. 0234000

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS, Grand Communities, LLC, 3940 Olympic Blvd., Suite 400, Erlanger, KY 41018 as Principal, and Berkley Insurance Company, a corporation organized under the laws of the Delaware with principal place at 475 Steamboat Road, Greenwich, CT 06830, as Surety, are held and firmly bound unto Warren County Commissioners, 406 Justice Drive, Lebanon, OH 45036 (hereinafter called Obligee) in the penal sum of Thirty Nine Thousand Ninety One and 50/100 Dollars, (\$ 39,091.50), for payment of which, well and truly to be made, we do hereby bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

DATED this 27th day of October, 2020.

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

Water Main in Shaker Run Section 7 Subdivision

Warren County, Ohio

and

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

NOW THEREFORE, THE CONDITION OF THE OBLIGATION IS SUCH, That is said Principal shall, for a period of One (1) year(s) from and after the 27th day of October, 2020, indemnify the Obligee against any loss or damage directly arising by reason of any defect in the material or workmanship which may be discovered within the period aforesaid, then this obligation shall be void; otherwise to be and remain in full force and virtue in law.

PROVIDED, HOWEVER, that in the event of any default on the part of said Principal, written statement of the particular facts showing such default and the date hereof shall be delivered facts showing such default and the date thereof shall be delivered to the Surety by certified mail, at its Home Office in 475 Steamboat Road, Greenwich, CT 06830 promptly an in any event within thirty (30) days after the Obligee or his representative shall learn of such default; and that no claim suit, or action by reason of any default of the Principal shall be brought hereunder after the expiration of thirty (30) days from the end of the maintenance period as herein set forth.

Grand Communities, LLC
A Kentucky Limited Liability Company

Principal

By: J. Paul Allen

Its: J. Paul Allen
Secretary

Berkley Insurance Company

Surety

By: Tiffany Gobich

Tiffany Gobich

Its: Attorney-in-Fact

POWER OF ATTORNEY
BERKLEY INSURANCE COMPANY
WILMINGTON, DELAWARE

NOTICE: The warning found elsewhere in this Power of Attorney affects the validity thereof. Please review carefully.

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: Dan E. Ries; Susan A. Yeazell; Tiffany Gobich; Anne Tierney; or Julie L. Cline of USI Insurance Services, LLC of Cincinnati, OH its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed Fifty Million and 00/100 U.S. Dollars (U.S.\$50,000,000.00), to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

- RESOLVED, that, with respect to the Surety business written by Berkley Surety, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further
RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further
RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further
RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 27th day of May, 2020.

Attest: Berkley Insurance Company
By Ira S. Lederman, Executive Vice President & Secretary
By Jeffrey M. Hafter, Senior Vice President

WARNING: THIS POWER INVALID IF NOT PRINTED ON BLUE "BERKLEY" SECURITY PAPER.

STATE OF CONNECTICUT)
) ss:
COUNTY OF FAIRFIELD)

Sworn to before me, a Notary Public in the State of Connecticut, this 27th day of May, 2020, by Ira S. Lederman and Jeffrey M. Hafter who are sworn to me to be the Executive Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

MARIA C. RUNDBAKEN
NOTARY PUBLIC
CONNECTICUT
MY COMMISSION EXPIRES
APRIL 30, 2024

Maria C. Rundbaken
Notary Public, State of Connecticut

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

Given under my hand and seal of the Company, this 27th day of October, 2020.

(Seal) Vincent P. Porie

WARNING - Any unauthorized reproduction or alteration of this document is prohibited. This power of attorney is void unless seals are readable and the certification seal at the bottom is embossed. The background imprint, warning and verification instructions (on reverse) must be in blue ink.

Please **verify the authenticity** of the instrument attached to this Power by:

Toll-Free Telephone: (800) 456-5486; or

Electronic Mail: BSGInquiry@berkleysurety.com

Any written notices, inquiries, claims or demands to the Surety on the bond attached to this Power should be directed to:

Berkley Surety
412 Mount Kemble Ave.
Suite 310N
Morristown, NJ 07960
Attention: Surety Claims Department

Or

Email: BSGClaim@berkleysurety.com

Please include with all communications the bond number and the name of the principal on the bond. Where a claim is being asserted, please set forth generally the basis of the claim. In the case of a payment or performance bond, please also identify the project to which the bond pertains.

Berkley Surety is a member company of W. R. Berkley Corporation that underwrites surety business on behalf of Berkley Insurance Company, Berkley Regional Insurance Company and Carolina Casualty Insurance Company.

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 20-1881

Adopted Date December 22, 2020

APPROVE VARIOUS RECORD PLATS

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

- Shaker Run Section 7 – Turtlecreek Township
- Canterbury Section 4 – Hamilton Township

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

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

Resolution adopted this 22nd day of December 2020.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Plat File
RPC

Resolution

Number 20-1882

Adopted Date December 22, 2020

ACCEPT AMENDED CERTIFICATE FOR FUNDS 2202, 2203, 2231, 2238, 2254, 2258, 2261, 2294, 4493, 5575, 5583, 6619 and 6650

WHEREAS, the anticipated revenue for Fund 2202 Motor Vehicle fund has decreased by \$267,371.73; and

WHEREAS, the anticipated revenue for Fund 2203 Human Services fund has decreased by \$395,271.76; and

WHEREAS, the anticipated revenue for Fund 2231 County Lodgings Additional 1% fund has decreased by \$389,733.61; and

WHEREAS, the anticipated revenue for Fund 2238 Workforce Investment Board fund has decreased by \$188,691.56; and

WHEREAS, the anticipated revenue for Fund 2254 CCMEP/TANF fund has decreased by \$202,582.18 and

WHEREAS, the anticipated revenue for Fund 2258 Workforce Investment Act fund has decreased by \$202,109.00; and

WHEREAS, the anticipated revenue for Fund 2261 Pass Through Grants fund has decreased by \$9,706.35; and

WHEREAS, the anticipated revenue for Fund 2294 Sheriff's Dare Law Enforcement Grant fund has decreased by \$15,744.29; and,

WHEREAS, the anticipated revenue for Fund 4493 Bunnell Hill Rd Construction RID fund has decreased by \$1,986,518.32; and

WHEREAS, the anticipated revenue for Fund 5575 Sewer Construction Projects fund has decreased by \$1,435,314.05; and

WHEREAS, the anticipated revenue for Fund 5583 Water Construction Projects fund has decreased by \$9,701,787.30; and

WHEREAS, the anticipated revenue for fund 6619 Vehicle Maintenance fund 6619 has decreased by \$270,400.00; and

WHEREAS, the anticipated revenue for fund 6650 Gasoline Rotary fund has decreased by \$262,333.83.

RESOLUTION #20-1882
DECEMBER 22, 2020
PAGE 2

NOW THEREFORE BE IT RESOLVED, to accept the Amended Certificate for Funds 2202, 2203, 2231, 2238, 2254, 2258, 2261, 2294, 4493, 5575, 5583, 6619 and 6650.

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

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

Resolution adopted this 22nd day of December 2020.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor____ (B. Quillen)
Engineer (file)
Human Services (file)
Workforce Investment Board (file)
Grants (file)
Sheriff (file)
Water/Sewer (file)
Garage (file)
Facilities Management (file)
OMB (file)

AMENDED OFFICIAL CERTIFICATE OF ESTIMATED RESOURCES

Rev. Code, Sec 5705.36

Office of Budget Commission, County of Warren, Lebanon, Ohio, December 17, 2020

To the TAXING AUTHORITY of Warren County Commissioners

The following is the amended certificate of estimated resources for the fiscal year beginning January 1st, 2020, as revised by the Budget Commission of said county, which shall govern the total of appropriations made at any time during such fiscal year.

Table with columns: FUND TYPE - Special Revenue, Jan. 1st, 2020, Taxes, Other Sources, Total. Rows include Motor Vehicle Fund 2202, Human Services Fund 2203, County Lodgings Addl 1% Fund 2231, Workforce Investment Board Fund 2238, CCMBP/TANF Fund 2254, Workforce Investment Act Fund 2258, Pass Through Grants Fund 2261, Sheriff Dare Law Enforcement Grant Fund 2294, FUND TYPE-Capital Project Funds, Bunell Hill Rd Construction RID Fund 4493, FUND TYPE - Enterprise Funds, Sewer Const Projects Fund 5575, Water Const Projects Fund 5583, FUND TYPE-Internal Service Funds, Vehicle Maintenance Fund 6619, Gasoline Rotary Fund 6650, and a TOTAL row.

Amend 20 35
2202 (267,371.73)
2203 (395,271.76)
2231 (389,733.61)
2238 (188,691.56)
2254 (202,582.18)
2258 (202,109.00)
2261 (9,706.35)
2294 (15,744.29)
4493 (1,986,518.32)
5575 (1,435,314.05)
5583 (9,701,787.30)
6619 (270,400.00)
6650 (262,333.83)

Handwritten signature: Matt Nolan

Budget Commission

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

Resolution

Number 20-1883

Adopted Date December 22, 2020

ESTABLISH BUDGET STABILIZATION ACCOUNT FROM THE UNENCUMBERED GENERAL FUND CASH BALANCE

WHEREAS, pursuant to ORC 5705.13(A)(1) the Board of County Commissioners may establish, by resolution, a reserve balance account to accumulate money from currently available resources to stabilize budgets against cyclical changes in revenues and expenditures; and

WHEREAS, the Warren County Auditor's Office has advised that said reserve balance must be established every year regardless of whether there was a change from the prior year allocation; and

WHEREAS, the total of the reserve balance for 2021 is not to be greater than one-sixth of the expenditures from the General Fund in 2020; and

WHEREAS, it is recommended by the County Administrator based upon the one-sixth calculation that this Board allocate \$12,000,000 in the General Fund Budget Stabilization Account for 2021; and

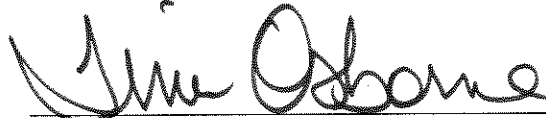
NOW THEREFORE BE IT RESOLVED, to allocate \$12,000,000, from the current unencumbered General Fund cash balance, to the General Fund Budget Stabilization Account.

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

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

Resolution adopted this 22nd day of December 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

Tz/

cc: Auditor (file) _____
Commissioners file
T. Zindel
D. Gray

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

Resolution

Number 20-1884

Adopted Date December 22, 2020

CREATE ROAD INFRASTRUCTURE PROJECT FUND #4451 AND APPROVE SUPPLEMENTAL APPROPRIATION INTO #1101 AND OPERATING TRANSFERS INTO, FACILITIES MANAGEMENT CONSTRUCTION FUND #4467 & #4494, TELECOMMUNICATION INFRASTRUCTURE FUND #4492, ROAD INFRASTRUCTURE FUND #4451 AND CHILDREN SERVICES FUND #2273

BE IT RESOLVED, to create Road Infrastructure Project Fund #4451; and

BE IT FURTHER RESOLVED, to approve the following supplemental appropriations:

\$15,379,559 into #11011112-5785 (County Construction Projects)

\$ 2,000,000 into #11011112-5749 (General Fund – Children Services)

BE IT FURTHER RESOLVED, to approve the following operational transfers and local contribution:

\$ 3,225,000 from #11011112-5785 (County Construction Projects)
into #4467 49000 (Const. Projects- County Transfers)

\$ 760,000 from #11011112-5785 (County Construction Projects)
into #4494 49000 (Common Pleas Ct. Const. Projects- County Transfers)

\$ 115,000 from #11011112-5785 (County Construction Projects)
Into #4499 49000 (Probate/Juvenile Ct Const. Projects – County Transfers)

\$ 1,279,559 from #11011112-5785 (County Construction Projects)
into #4492 49000 (Telecommunications Infrastructure Projects-Transfers)

\$10,000,000 from #11011112 5785 (County Construction Projects)
into #4451 49000 (Road Infrastructure Projects – Transfers)

\$2,000,000 from #11011112-5749 (General Fund – OT Children Services)
into #2273 49000 (Children Services - Transfers)

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

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

Resolution adopted this 22nd day of December 2020.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

tz/

cc: Auditor _____
Supplemental App. file
OMB

Facilities Management (file)
Operating Transfer file

Engineer (file)
Children Services (file)

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

Resolution

Number 20-1885

Adopted Date December 22, 2020

APPROVE SUPPLEMENTAL APPROPRIATION INTO BOARD OF ELECTIONS FUND
#11011300

WHEREAS, it is necessary to have appropriations in place to fund poll worker training pay and

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

\$19,588.09 into 11011300-5850 (Training/Education)

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


Mr. Young – yea

Mrs. Jones – yea

Mr. Grossmann – yea

Resolution adopted this 22nd day of December 2020.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor _____
Supplemental App. file
Board of Elections (file)

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

Resolution

Number 20-1886

Adopted Date December 22, 2020

APPROVE SUPPLEMENTAL APPROPRIATION INTO COMMISSIONERS GENERAL
FUND #11011112

BE IT RESOLVED, to approve the following appropriation increase due to Mid-Year increase in
Human Services Mandated Operational Transfer:

\$398.00 into #11011112-5742 (General – Genl BOCC OT Human Svc Mandate)

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

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

Resolution adopted this 22nd day of December 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor _____
Supplemental Appropriation file
OMB (file)

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

Resolution

Number 20-1887

Adopted Date December 22, 2020

APPROVE APPROPRIATION DECREASE FROM LODGING TAX FUND #2231

BE IT RESOLVED, to approve the following appropriation decrease due to Revenue less than anticipated:

\$250,628.31 from #22310999-5750 (Lodging Tax – Additional 1% Tax)

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

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

Resolution adopted this 22nd day of December 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor _____
Appropriation Decrease file
OMB (file)

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

Resolution

Number 20-1888

Adopted Date December 22, 2020

APPROVE APPROPRIATION ADJUSTMENTS FROM COMMISSIONERS GENERAL FUND #11011110 INTO INFORMATION TECHNOLOGY FUND #11011400

BE IT RESOLVED, to approve the following appropriation adjustments from Commissioners Fund #11011110 into Information Technology Fund #11011400 in order to process a sick and vacation leave payout for Pam Turpin former employee of Information Technology:

\$5,186.00	from	#11011110-5881	(Commissioners – Sick Leave Payout)
\$1,258.00	into	#11011400-5881	(IT - Sick Leave Payout)
\$3,928.00	into	#11011400-5882	(IT – Vacation Payout)
\$7,770.00	from	#11011110-5882	(Commissioners - Vacation Leave Payout)
	into	#11011400-5882	(IT - Vacation Leave Payout)

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

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

Resolution adopted this 22nd day of December 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor _____
Appropriation Adjustment file
Information Technology (file)
OMB

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

Resolution

Number 20-1889

Adopted Date December 22, 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 Michael Longo former employee of Sheriff's Office:

\$2,144.00 from #11011110-5881 (Commissioners – Sick Leave Payout)
 into #11012210-5881 (Sheriff's Office – Corrections - Sick Leave Payout)

\$1,488.00 from #11011110-5882 (Commissioners - Vacation Leave Payout)
 into #11012210-5882 (Sheriff's Office - Corrections - Vacation Leave Payout)

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

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

Resolution adopted this 22nd day of December 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

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

Resolution

Number 20-1890

Adopted Date December 22, 2020

APPROVE APPROPRIATION ADJUSTMENT FROM COMMISSIONERS GENERAL FUND #11011110 INTO BUILDING AND ZONING FUND #11012300

BE IT RESOLVED, to approve the following appropriation adjustment from Commissioners Fund #11011110 into Building and Zoning Fund #11012300 in order to process a vacation and sick leave payout for Jerry Spurling former employee of Building & Zoning:

\$17,528.00 from #11011110-5882 (Commissioners - Vacation Leave Payout)
into #11012300-5882 (Building and Zoning - Vacation Leave Payout)

\$9,987.00 from #11011110-5881 (Commissioners - Sick Leave Payout)
into #11012300-5881 (Building and Zoning - Sick Leave Payout)

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

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

Resolution adopted this 22nd day of December 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 20-1891

Adopted Date December 22, 2020

APPROVE APPROPRIATION ADJUSTMENT WITHIN GENERAL FUND #11011110

BE IT RESOLVED, to approve the following appropriation adjustment:

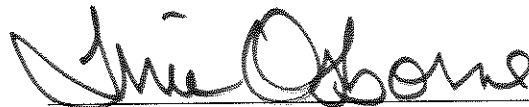
\$5,335.00 from #11011110-5850 (General BOCC – Training & Education)
 into #11011110-5820 (General BOCC – Health & Life Insurance)

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

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

Resolution adopted this 22nd day of December 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor _____
Appropriation Adj. file
OMB (file)

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

Resolution

Number 20-1892

Adopted Date December 22, 2020

APPROVE APPROPRIATION ADJUSTMENT WITHIN BOARD OF ELECTIONS FUND
#11011300

BE IT RESOLVED, to approve the following appropriation adjustment:

\$9,000 from #11011300-5400 (Purchased Services)
 into #11011300-5850 (Training & Education)

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

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

Resolution adopted this 22nd day of December 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor _____
Appropriation Adj. file
Board of Elections (file)

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

Resolution

Number 20-1893

Adopted Date December 22, 2020

APPROVE APPROPRIATION ADJUSTMENT WITHIN WARREN COUNTY GARAGE
FUND #11011620

BE IT RESOLVED, to approve the following appropriation adjustment:

\$5000.00 from #11011620-5210 (Garage Material & Supplies)
 into #11011620-5820 (Garage Health & Life Insurance)

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

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

Resolution adopted this 22nd day of December 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor _____
Appropriation Adj. file
Garage (file)

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

Resolution

Number 20-1894

Adopted Date December 22, 2020

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

BE IT RESOLVED, to approve the following appropriation adjustment:


\$800.00 from #11012300-5910 (Other Expense)
 into #11012300-5871 (Medicare)

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

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

Resolution adopted this 22nd day of December 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 20-1895

Adopted Date December 22, 2020

APPROVE APPROPRIATION ADJUSTMENTS WITHIN THE OHIOMEANSJOBS
WARREN COUNTY FUND #2258

WHEREAS, appropriation adjustments are necessary for payment of Classroom Training expenses; and

NOW THEREFORE BE IT RESOLVED, to approve appropriation adjustments within the OhioMeansJobs Warren County Fund # 2258:

\$ 9,556.76 from #22585800-5820 (Health and Life Insurance)
 into #22585800-5663 (Classroom Training)

\$ 1,000.00 from #22585800-5318 (Data Bd Approv Non Cap)
 into #22585800-5663 (Classroom Training)

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

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

Resolution adopted this 22nd day of December 2020.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor _____
Appropriation Adj. file
OhioMeansJobs (file)

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

Resolution

Number 20-1896

Adopted Date December 22, 2020

APPROVE APPROPRIATION ADJUSTMENT WITHIN CHILD SUPPORT
ENFORCEMENT AGENCY FUND #2263

BE IT RESOLVED, to approve the following appropriation adjustment:

\$30,000.00 from #22635500-5991 (Reimbursement
into #22635500-5820 (Health & Life Insurance)

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

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

Resolution adopted this 22nd day of December 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor _____
Appropriation Adj. file
CSEA (file)

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

Resolution

Number 20-1897

Adopted Date December 22, 2020

APPROVE REQUISITIONS AND AUTHORIZE DEPUTY COUNTY ADMINISTRATOR TO SIGN DOCUMENTS RELATIVE THERETO

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

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

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

Resolution adopted this 22nd day of December 2020.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Commissioners file

REQUISITIONS

Department Vendor Name
FAC RJE BUSINESS INTERIORS CINCINNATI OH INC

Description
FURNITURE NEW JAIL & SO

Amount
\$ 468,529.61


PO CHANGE ORDER

Department Vendor Name
ENG STANTEC CONSULTING SERVICES IN

Description
KING AVE ENGINEERING AMENDMENT

Amount
\$71,297.00 INCREASE

12/22/2020 APPROVED:



Martin Russell, Deputy County Administrator



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

Resolution

Number 20-1898

Adopted Date December 22, 2020

CANCEL REGULARLY SCHEDULED COMMISSIONERS' MEETINGS OF TUESDAY,
DECEMBER 29, 2020

BE IT RESOLVED, to cancel the regularly scheduled Commissioners' Meetings of Tuesday
December 29, 2020.

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

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

Resolution adopted this 22nd day of December 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/tao

cc: Auditor _____
Commissioners file
Press

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

Resolution

Number 20-1899

Adopted Date December 22, 2020

APPROVE SUPPLEMENTAL APPROPRIATIONS INTO DOG AND KENNEL FUND #2206

BE IT RESOLVED, to approve the following supplemental appropriations:

\$2275.00 into #22062700-5811 (PERS)

\$7675.00 into #22062700-5102 (Regular Salaries)

\$ 215.00 into #22062700-5871 (Medicare)

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

Mr. Young – yea

Mrs. Jones – yea

Mr. Grossmann – yea

Resolution adopted this 22nd day of December 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor _____
Supplemental App. file
Dog & Kennel (file)

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

Resolution

Number 20-1900

Adopted Date December 22, 2020

ACCEPT AN AMENDED CERTIFICATE AND APPROPRIATION DECREASE WITHIN
LOCAL CORONA GRANTS FUND 2210

BE IT RESOLVED, to accept an amended certificate decrease in the amount of \$15,539.74
within Local Corona Fund 2210; and

BE IT FURTHER RESOLVED to accept the following appropriation decrease in Local Corona
Grants fund:

\$485,428.15 from #22101110-5400 (Local Corona Grants – Purchased Services)

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

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

Resolution adopted this 22nd day of December 2020.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor _____
Amended Certificate file
Appropriation Decrease file
OMB (file)

AMENDED OFFICIAL CERTIFICATE OF ESTIMATED RESOURCES

Rev. Code , Sec 5705.36

Office of Budget Commission, County of Warren, Lebanon, Ohio, December 21, 2020

To the TAXING AUTHORITY of Warren County Commissioners

The following is the amended certificate of estimated resources for the fiscal year beginning January 1st, 2020, as revised by the Budget Commission of said county, which shall govern the total of appropriations made at any time during such fiscal year.

FUND TYPE - Special Revenue	Jan. 1st, 2020	Taxes	Other Sources	Total
Local Coronavirus Relief Fund	\$0.00		\$10,886,781.53	\$10,886,781.53
Fund 2210				
TOTAL	\$0.00	\$0.00	\$10,886,781.53	\$10,886,781.53

Matt Nolan)
_____)
_____) Budget
_____) Commission
_____)

Resolution

Number 20-1901

Adopted Date December 22, 2020

APPROVE PUD STAGE 2 FOR RESTORATION RANCH IN TURTLECREEK TOWNSHIP SUBJECT TO CONDITIONS

WHEREAS, this Board met this 22nd day of December 2020, in the Commissioners' Meeting Room and virtually to consider the Restoration Ranch Stage 2 PUD in Turtlecreek Township; and

WHEREAS, this Board has considered the recommendation from the Regional Planning Commission and all those present to speak in favor of or in opposition to said revision; and

NOW THEREFORE BE IT RESOLVED, to approve the Restoration Ranch Stage 2 PUD for the in Turtlecreek Township subject to the following conditions:

Recommend **Approval** of the Restoration Ranch PUD Stage 2 with the following conditions:

- 1) All plans and proposals of the applicant shall be made conditions of approval unless modified by one of the following conditions.
- 2) Compliance with the Warren County Rural Zoning Code.
- 3) The PUD Stage 2 – Preliminary Site Plan shall comply with the following:
 - A maximum of 22 parking spaces.
 - The impervious surface areas are limited to the existing structures and as illustrated on the site plan (Exhibit A).
 - All pavement used for vehicle and pedestrian travel shall be made of pervious material.
 - No access points directly along Union Road.
 - Conservation of the existing mature tree lines along the north and west property lines.
 - A minimum of 85% of the site shall be open space.
- 4) The Children's Residential Center will house no more than 36 boys between the ages of 12 and 18; along with approximately 6 full-time attendants.
- 5) Compliance with the standards and requirements of the Warren County Engineer's Office for thoroughfares and stormwater management.
- 6) A traffic impact study shall be done if required by the Warren County Engineer's Office. Any improvements deemed necessary to Union Road shall be installed by the developer.
- 7) Compliance with the standards and requirements of the Warren County Health Department.
- 8) Compliance with the food service standards of the Ohio Revised Code Chapter 3717.42.
- 9) Compliance with the requirements of the Warren County Soil & Water Conservation District including but not limited to the following:
 - Submission and approval of an Erosion and Sediment Control Plan before earth-moving activities.
 - Protection of all streams, to the satisfaction of the Warren County Soil & Water Conservation District.
- 10) Before approval of the final site plan, the developer shall work with the Warren County Sanitary Engineer and/or the Butler County Environmental Services in regard to the water and sewer capacity for the proposed use. Any improvements deemed necessary shall be installed by the developer.

- 11) The building materials and design shall be similar to the illustration provided in Exhibit A.
- 12) The PUD Stage 2 plan shall illustrate the groundwater protection overlay area and comply with the standards of Section 2.601- Groundwater Protection Overlay in the Warren County Rural Zoning Code.
- 13) Compliance with the Warren County Building Department regulations “Special Purpose Flood Damage Reduction Resolution #10-1527” and compliance with any other regulations deemed necessary by the Warren County Building Department.
- 14) The applicant shall receive approval, per the Warren County requirements for building in a floodway per Section 4.9 of Warren County’s Special Purpose Flood Damage Prevention Resolution #10-1527, and complete a hydraulic and hydrologic engineering analysis that is accepted by the Warren County Building Department.

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

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

Resolution adopted this 25th day of August 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: RPC (file)
Administrative Hearing file
Applicant

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 20-1902

Adopted Date December 22, 2020

APPROVE 2021 ANNUAL APPROPRIATIONS

BE IT RESOLVED, to approve 2021 annual appropriations for funds 1101 to 6650 as attached hereto and made a part hereof.

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

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

Resolution adopted this 22nd day of December 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/tao

cc: Auditor _____
Budget file
Tina Osborne
Tiffany Zindel
Martin Russell