

Resolution

Number 21-1429

Adopted Date October 26, 2021

DESIGNATE EXTENDED ILLNESS LEAVE FOR KATIE TAYLOR WITHIN THE DEPARTMENT OF JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION

WHEREAS, it is necessary to designate an Extended Illness Leave of Absence for Katie Taylor; and

NOW THEREFORE BE IT RESOLVED, to designate Extended Illness Leave of Absence for Katie Taylor for a personal illness not to exceed twelve (12) weeks; pending further documentation from Ms. Taylor's physician.

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

Mr. Young – yea

Mr. Grossmann – yea

Mrs. Jones – yea

Resolution adopted this 26th day of October 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Children Services (file)
K. Taylor' Extended Illness file
OMB – Sue Spencer

BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO

Resolution

Number 21-1430

Adopted Date October 26, 2021

APPROVE LEAVE DONATION FOR KATIE TAYLOR, CLERICAL SPECIALIST, WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION

WHEREAS, the director of Children Services has indicated that Ms. Taylor has requested leave donation due to a serious health condition, and the director is requesting leave donation be approved for Ms. Taylor; and


NOW THEREFORE BE IT RESOLVED, to approve leave donation for Katie Taylor, Clerical Specialist, within the Warren County Department of Job and Family Services, Children Services Division, effective when all of Ms. Taylor's paid leave is exhausted.

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

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

Resolution adopted this 26th day of October 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

H/R

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

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 21-1431

Adopted Date October 26, 2021

HIRE KELLY MONK AS CASE AIDE, WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION

BE IT RESOLVED, to hire Kelly Monk as Case Aide, within the Warren County Department of Job and Family Services, Children Services Division, classified, full-time permanent, non-exempt status (40 hours per week), Pay Grade #5, \$15.51 per hour, under the Warren County Job and Family Services compensation plan, effective November 8, 2021, subject a negative drug screen, background check and a 365-day probationary period.

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

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

Resolution adopted this 26th day of October 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

H/R

cc: Children Services (file)
Kelly Monk's Personnel file
OMB – Sue Spencer

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 21-1432

Adopted Date October 26, 2021

HIRE TIFFANY KITCHEN AS PROTECTIVE SERVICES CASEWORKER I, WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION

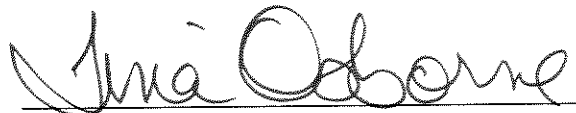
BE IT RESOLVED, to hire Tiffany Kitchen as Protective Services Caseworker I, within the Warren County Department of Job and Family Services, Children Services Division, classified, full-time permanent, non-exempt status (40 hours per week), Pay Grade #6, \$16.30 per hour, under the Warren County Job and Family Services compensation plan, effective November 1, 2021, subject a negative background check, drug screen and a 365-day probationary period.

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

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

Resolution adopted this 26th day of October 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

H/R

cc: Children Services (file)
Tiffany Kitchen's Personnel file
OMB – Sue Spencer

Resolution

Number 21-1433

Adopted Date October 26, 2021

APPROVE A DEMOTION AND A SALARY DECREASE FOR COURTNEY WILSON, ELIGIBILITY REFERRAL SPECIALIST III WITHIN WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, HUMAN SERVICES DIVISION

WHEREAS, Ms. Wilson, has requested to step down from the Eligibility Referral Specialist III position to an Eligibility Referral Specialist II position, effective pay period beginning November 6, 2021; and

NOW THEREFORE BE IT RESOLVED, to demote Courtney Wilson from Eligibility Referral Specialist III to Eligibility Referral Specialist II within Warren County Department of Job and Family Services, Human Services Division; and

BE IT FURTHER RESOLVED, to approve Courtney Wilson's salary decrease to \$18.61 per hour, effective pay period beginning November 6, 2021.

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

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

Resolution adopted this 26th day of October 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

H/R

cc: Human Services (file)
C. Wilson's Personnel file
OMB – Sue Spencer

Resolution

Number 21-1434

Adopted Date October 26, 2021

PROMOTE SHANNON OXLEY TO THE POSITION OF ELIGIBILITY REFERRAL SPECIALIST III WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, HUMAN SERVICES DIVISION

WHEREAS, it is the desire of the board to promote Shannon Oxley from Eligibility Referral Specialist II to Eligibility Referral Specialist III; and

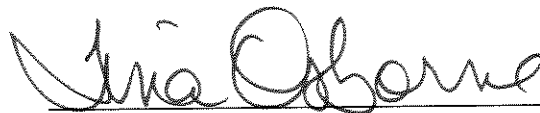
NOW THEREFORE BE IT RESOLVED, to promote Shannon Oxley to Eligibility Referral Specialist III within the Warren County Department of Job and Family Services, Human Services Division, classified, full-time permanent, exempt status, Pay Grade #7, \$16.80 per hour, effective pay period beginning November 6, 2021, subject to 180-day probationary period.

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

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

Resolution adopted this 26th day of October 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO

Resolution

Number 21-1435

Adopted Date October 26, 2021

ACCEPT RESIGNATION, DUE TO RETIREMENT, OF GARY HARDWICK,
COMMUNICATIONS SYSTEMS SUPERVISOR, WITHIN THE TELECOMMUNICATIONS
DEPARTMENT, EFFECTIVE FEBRUARY 28, 2022

BE IT RESOLVED, to accept the resignation, due to retirement, of Gary Hardwick within the
Telecommunications Department effective February 28, 2022.

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

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

Resolution adopted this 26th day of October 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Telecom (file)
G. Hardwick's Personnel File
OMB – Sue Spencer
Tammy Whitaker

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 21-1436

Adopted Date October 26, 2021

APPROVE END OF 365-DAY PROBATIONARY PERIOD AND APPROVE A PAY INCREASE FOR KIMBERLY MCKINNEY WITHIN THE WARREN COUNTY DEPARTMENT OF TELECOMMUNICATIONS

WHEREAS, Kimberly McKinney, Administrative Support within the Warren County Department of Telecommunications, has successfully completed 365-day probationary period, effective October 19, 2021; and

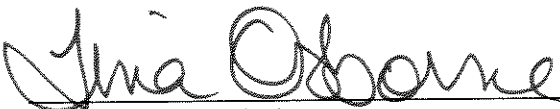
NOW THEREFORE BE IT RESOLVED, to approve Kimberly McKinney's completion of 365-day probationary period and to approve a pay increase to end of probationary rate of \$14.11 per hour, effective pay period beginning October 23, 2021.

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

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

Resolution adopted this 26th day of October 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Telecommunications (file)
K. McKinney's Personnel File
OMB – Sue Spencer

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 21-1437

Adopted Date October 26, 2021

APPROVE END OF 365-DAY PROBATIONARY PERIOD AND APPROVE A PAY INCREASE FOR PAIGE BARTON WITHIN THE WARREN COUNTY DEPARTMENT OF EMERGENCY SERVICES

WHEREAS, Paige Barton, Emergency Communications Operator within the Warren County Department of Emergency Services, has successfully completed 365-day probationary period, effective October 19, 2021; and

NOW THEREFORE BE IT RESOLVED, to approve Paige Barton's completion of 365-day probationary period and to approve a pay increase to end of probationary rate of \$19.99 per hour under the Warren County Department of Emergency Services Compensation Schedule, effective pay period beginning October 21, 2021.

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

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

Resolution adopted this 26th day of October 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Emergency Services (file)
P. Barton's Personnel File
OMB – Sue Spencer

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 21-1438

Adopted Date October 26, 2021

APPROVE END OF 365-DAY PROBATIONARY PERIOD AND APPROVE A PAY INCREASE FOR BRADY COOPER WITHIN THE WARREN COUNTY DEPARTMENT OF EMERGENCY SERVICES

WHEREAS, Brady Cooper, Emergency Communications Operator within the Warren County Department of Emergency Services, has successfully completed 365-day probationary period, effective October 19, 2021; and

NOW THEREFORE BE IT RESOLVED, to approve Brady Cooper's completion of 365-day probationary period and to approve a pay increase to end of probationary rate of \$26.63 per hour under the Warren County Department of Emergency Services Compensation Schedule, effective pay period beginning October 21, 2021.

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

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

Resolution adopted this 26th day of October 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Emergency Services (file)
B. Cooper's Personnel File
OMB – Sue Spencer

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 21-1439

Adopted Date October 26, 2021

CANCEL REGULARLY SCHEDULED COMMISSIONERS' MEETING OF THURSDAY,
OCTOBER 28, 2021

BE IT RESOLVED, to cancel the regularly scheduled Commissioners' Meeting of Thursday,
October 28, 2021.

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

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

Resolution adopted this 26th day of October 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/tao

cc: Auditor
Commissioners' file
Press

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

Resolution

Number 21-1440

Adopted Date October 26, 2021

DECLARE VARIOUS ITEMS WITHIN BOARD OF DEVELOPMENTAL DISABILITIES, BOARD OF ELECTIONS, CHILD SUPPORT ENFORCEMENT AGENCY, COMMON PLEAS COURT, DRUG TASK FORCE, FACILITIES MANAGEMENT, SHERIFF'S OFFICE, TELECOM, AND WATER DEPARTMENT AND AUTHORIZE THE DISPOSAL OF SAID ITEMS THROUGH INTERNET AUCTION

BE IT RESOLVED, to authorize disposal of various items within Board of Developmental Disabilities, Board of Elections, Child Support Enforcement Agency, Common Pleas Court, Drug Task Force, Facilities Management, Sheriff's Office, Telecom, and Water Department in accordance with the Ohio Revised Code; list of said items attached hereto and made a part hereof.

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

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

Resolution adopted this 26th day of October 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/tg

cc: 2021 Auction file
Facilities Management (file)
Brenda Quillen, Auditor's Office

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2011 Ford E-150 ✓

Auction Ends **ET**

Starting Bid **\$0.00**

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Year	Make/Brand	Model	VIN/Serial	Miles
2011	Ford	Econoline	1FTNE1EWOBDA23610	101,553 (Accurate?:)
Condition	Category		Inventory ID	
Used/See Description	Vans		BDD21097	

2011 White Ford E-150 with 101,553 miles. There is a ladder rack on top as well as shelving and storage inside back of van.

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information

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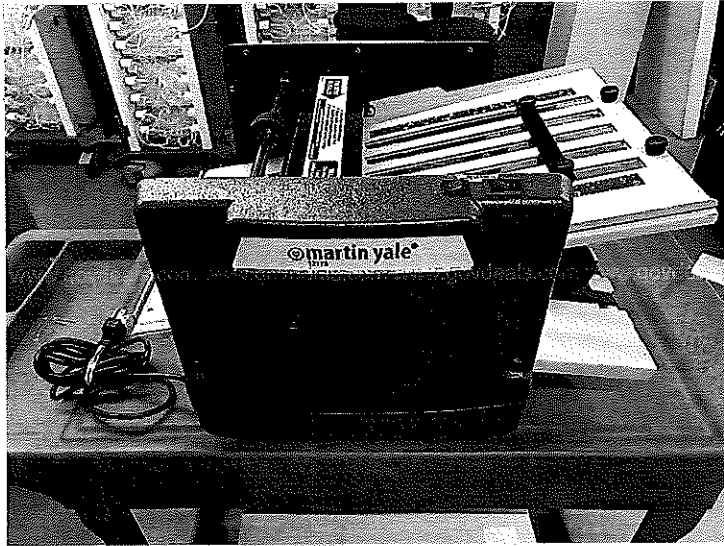
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Martin Yale Ballot Folder

Auction Ends **ET**

Starting Bid **\$0.00**

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Condition

Used/See Description

Category

Election Equipment

Inventory ID

BOE210017

Martin Yale Ballot Folder

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information

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Ballot Printer

Auction Ends **ET**

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Condition	Category	Inventory ID
Used/See Description	Election Equipment	BOE210018

OKI C711 Printers. Used to print ballots, but can be used for regular printing. 3 printers total (even though photo only shows 2).

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information

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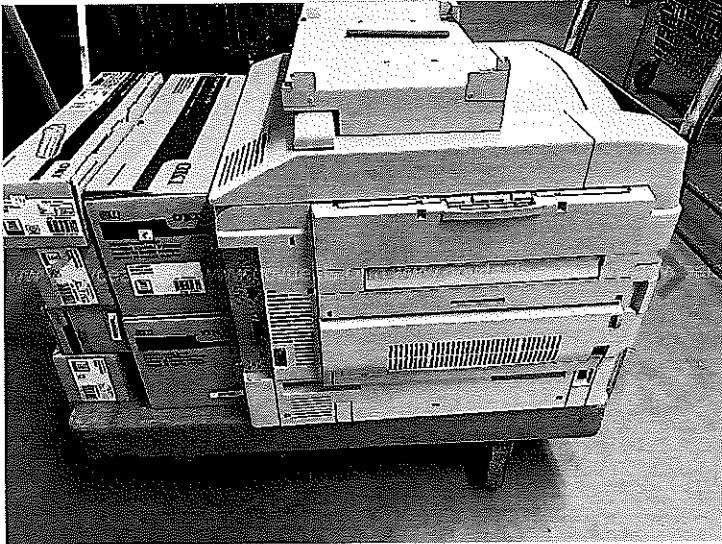
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Ballot Printer

Auction Ends **ET**

Starting Bid **\$0.00**

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Condition	Category	Inventory ID
Used/See Description	Election Equipment	BOE210019

OKI Ballot Printer. Comes with toner cartridges and image drum shown in photos.

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information

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ELO Touch-System Monitors

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Starting Bid **\$0.00**

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Make/Brand

ELO ET1515L

Model

ET1515L

Quantity

Lot 1

Condition

Used/See Description

Category

Computers, Parts and Supplies

Inventory ID

CSE21043

Five ELO Touch-System monitors. Power is hit or miss, some have white screens. All come with VGA cord, three of the five have power cords.

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information

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HP Compaq T5000 - THIN CLIENT - 9 total

Auction Ends **ET**

Starting Bid **\$0.00**

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Make/Brand

HP

Quantity	Condition	Category	Inventory ID
Lot 1	Used/See Description	Computer Hardware	CSE21042

HP Compaq t5000 Thin Client - total of nine, with cables. No longer used.

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Labtec Computer Speakers

Auction Ends **ET**

Starting Bid **\$0.00**

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Make/Brand

Labtec

Condition

Used/See Description

Category

Computers, Parts and Supplies

Inventory ID

CSE21041

Four sets of Labtec computer speakers, three sets has the wall plug/power cord and one does not.

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HP Laserjet 4250

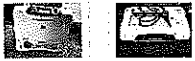
Auction Ends **ET**

Starting Bid **\$0.00**

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Make/Brand

HP

Condition

Used/See Description

Category

Computers, Parts and Supplies

Inventory ID

CSE21040

HP Laserjet 4250 - FOR PARTS as it does not work properly, is very old.

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information

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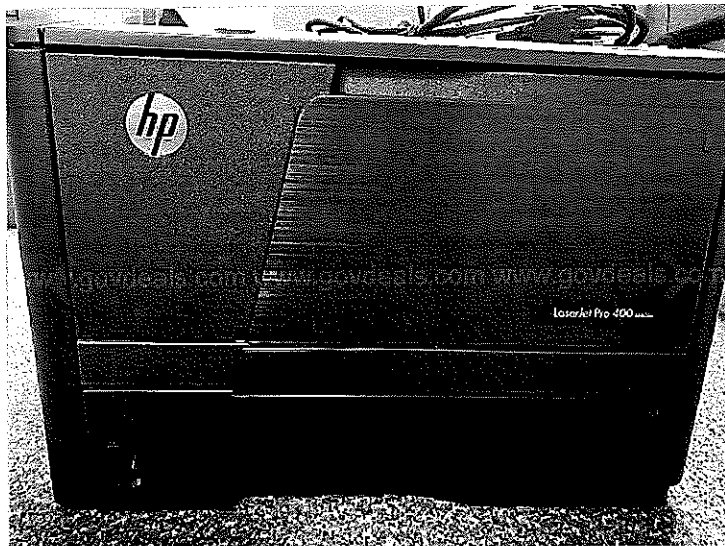
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HP Laserjet Pro 400m401n

Auction Ends **ET**

Starting Bid **\$0.00**

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Make/Brand

HP

Condition

Used/See Description

Category

Computers, Parts and Supplies

Inventory ID

CSE21038

Newer HP Laserjet Pro 400m401n, this was used both on and off the network. The USB connection port on the back of the machine is bad, it doesn't recognize the physical connection.

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information

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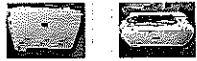
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HP Laserjet P2055dn

Auction Ends **ET**

Starting Bid **\$0.00**

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Make/Brand

Model

HP

Laserjet P2055dn

Condition

Category

Inventory ID

Used/See Description

Computers, Parts and Supplies

CSE21037

This printer was used both on and off the network. "OK" needs to be pressed in between each page printed.

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information

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Thin Client - 21 total

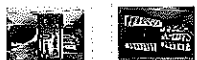
Auction Ends **ET**

Starting Bid **\$0.00**

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Make/Brand

HP

Model

Compaq t5000

Quantity

Lot 1

Condition

Used/See Description

Category

Computer Hardware

Inventory ID

CSE21050

Total of 21 - HP Thin Client, Compaq t5000 with power cables. Three boxes total.

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PS2 Keyboard and Mouse

Auction Ends **ET**

Starting Bid **\$0.00**

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Condition	Category	Inventory ID
Used/See Description	Computers, Parts and Supplies	CSE21049

PS2 connector keyboard, with mouse (with ball).

? Questions and Answers

There are currently no questions posted for this asset.

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Thin Client - 16 total

Auction Ends **ET**

Starting Bid **\$0.00**

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Make/Brand

HP

Model

COMPAQ t5000

Quantity

Lot 1

Condition

Used/See Description

Category

Computer Hardware

Inventory ID

CSE21048

Total of 16 HP Thin Client, Compaq t5000 with power cables.

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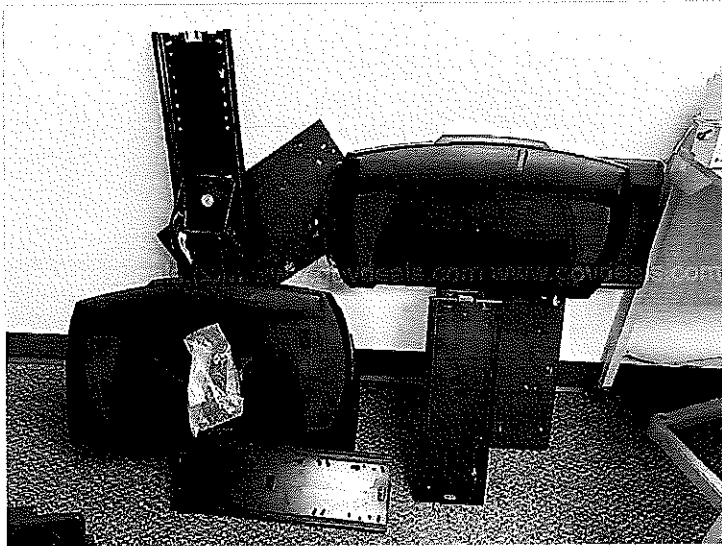
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Under-desk Keyboard Mounts

Auction Ends **ET**

Starting Bid **\$0.00**

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Quantity	Condition	Category	Inventory ID
Lot 1	Used/See Description	Computers, Parts and Supplies	CSE21047

Five total, some have hardware/some do not. They are a variety of brands and styles, but all mount under the desk and slide out.

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information

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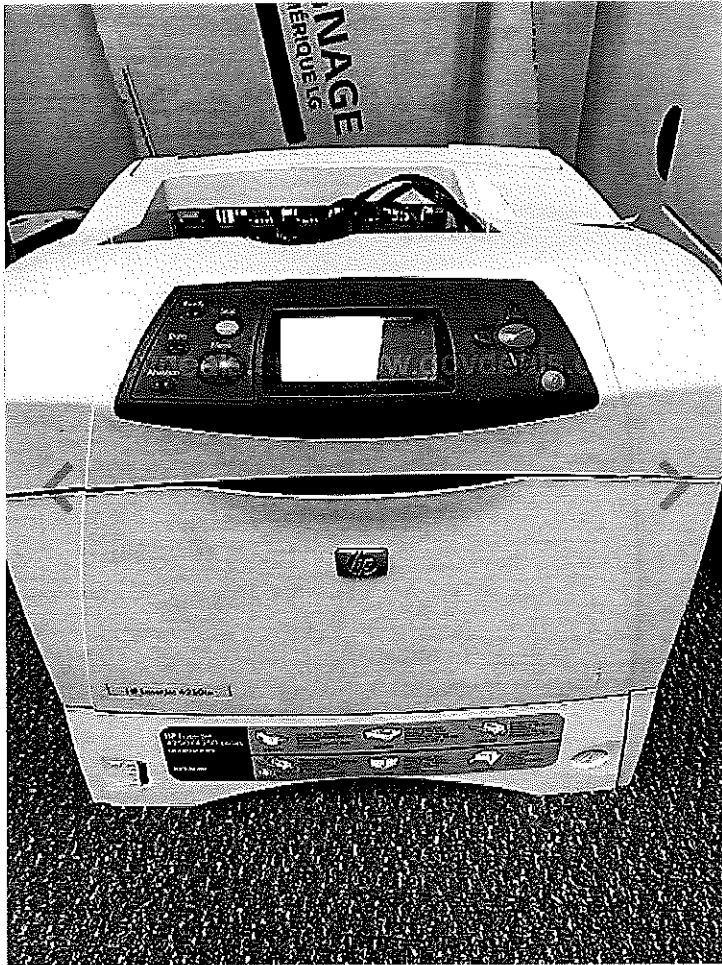
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HP Printer

Auction Ends **ET**

Starting Bid **\$0.00**

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Make/Brand

HP Laserjet

Model

4250tn

Condition

Used/See Description

Category

Computers, Parts and Supplies

Inventory ID

CSE21046

HP Laserjet 4250tn - does not work, likely parts only. Takes 42A toner.

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Colonial Shutter set with mounting kit

Auction Ends **ET**

Starting Bid **\$0.00**

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Condition

Category

Inventory ID

Used/See Description

Builders Supplies

CSE21045

Two colonial shutter sets, with mounting kits. One of the mounting kits has been opened, but both shutters sets are still in the original packaging. Measurements show in image.

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information

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Swingline Shredder

Auction Ends **ET**

Starting Bid **\$0.00**

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Make/Brand

Swingline 500X

Model

500X

Condition

Used/See Description

Category

Office Equipment/Supplies

Inventory ID

CSE21044

Swingline 500X Shredder - in its prime was a fantastic machine! It powers on, and will intermittently shred a very small stack of papers at a time. Possibly a handy man's special!

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53 X Cartridge

Auction Ends **ET**

Starting Bid **\$0.00**

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Make/Brand

Dove Data Products

Model

53x

Condition

Used/See Description

Category

Computers, Parts and Supplies

Inventory ID

CSE21051

Box is opened, but cartridge is unused. Dove Data Products, 53X

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information

GovDeals' online marketplace provides services to government, educational, and related entities for the sale of surplus assets to the public. Auction rules may vary across sellers.



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5 DELL CPUS 2 SMALL MONITORS

Auction Ends **ET**

Starting Bid **\$0.00**

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Condition	Category	Inventory ID
Used/See Description	Computers, Parts and Supplies	CPC21030

5 DELL CPUS 2 SMALL MONITORS UNKNOWN CONDITION

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information

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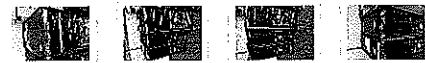
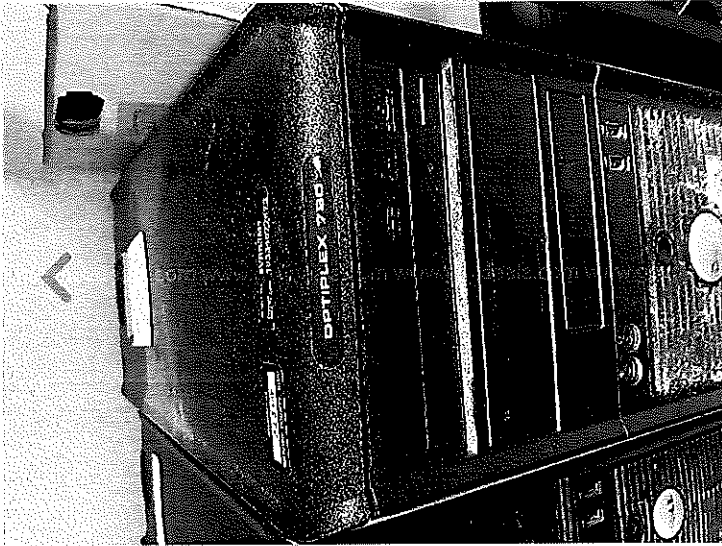
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DELL CPUS ✓

Auction Ends **ET**

Starting Bid **\$0.00**

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Condition

Used/See Description

Category

Computers, Parts and Supplies

Inventory ID

CCS21060 ✓

(3) DELL CPUS - UNKNOWN WORKING CONDITION

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information

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2005 Chevrolet Colorado LS Z85 Crew Cab 2WD w/1SB

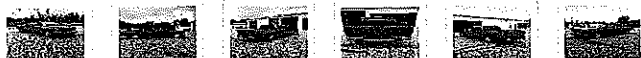
Auction Ends ET

Starting Bid \$0.00

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Year	Make/Brand	Model	VIN/Serial	Miles	Title Restriction
2005	Chevrolet	Colorado	1GCCS136158186718	191,515	No Title Restriction
Condition	Category			Inventory ID	
Used/See Description	Trucks, Light Duty under 1 ton			DTF21914	

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2009 Volkswagen Jetta SE

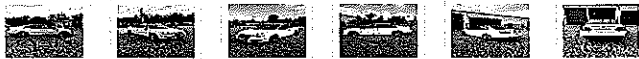
Auction Ends **ET**

Starting Bid **\$0.00**

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Year	Make/Brand	Model	VIN/Serial	Miles	Title Restriction
2009	Volkswagen	Jetta	3VWRM71KX9M128659	151,873 (Accurate?: Unknown)	No Title Restriction

Condition	Category	Inventory ID
Used/See Description	Automobiles	DTF21916

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2006 Chrysler 300 Touring ✓

Auction Ends **ET**

Starting Bid **\$0.00**

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Year	Make/Brand	Model	VIN/Serial	Miles	Title Restriction
2006	Chrysler	300	2C3KA53G16H357692	168,989	No Title Restriction
Condition	Category		Inventory ID		
Used/See Description	Automobiles		DTF21917		

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2007 Cadillac Escalade AWD ✓

Auction Ends **ET**

Starting Bid **\$0.00**

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Year	Make/Brand	Model	VIN/Serial	Miles	Title Restriction
2007	Cadillac	Escalade	1GYFK63807R156922	204,919	No Title Restriction
Condition			Category	Inventory ID	
Used/See Description			SUV	DTF21918	

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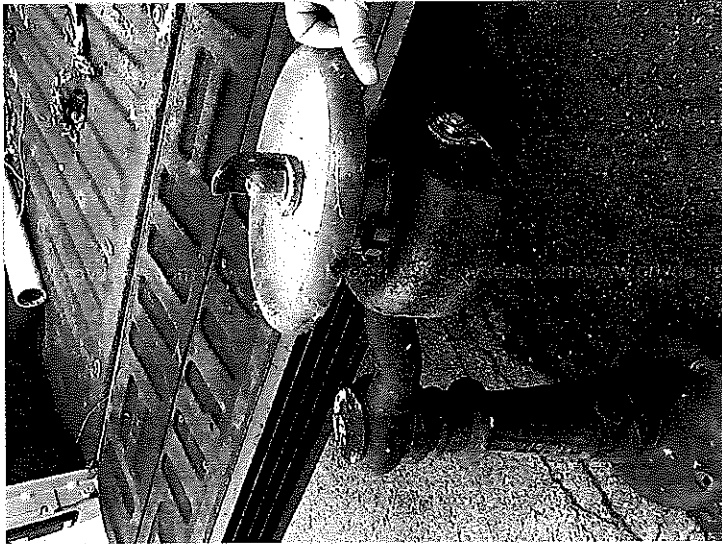
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Water Fountain

Auction Ends **10/29/21 9:02 AM ET**

Starting Bid **\$6.00**

Bid Increment **\$2.00**

Minimum Bid **\$6.00**

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Condition	Category	Inventory ID
Used/See Description	Public Utility Equipment	FAC210071

Water Fountain. Working condition is unknown.

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information

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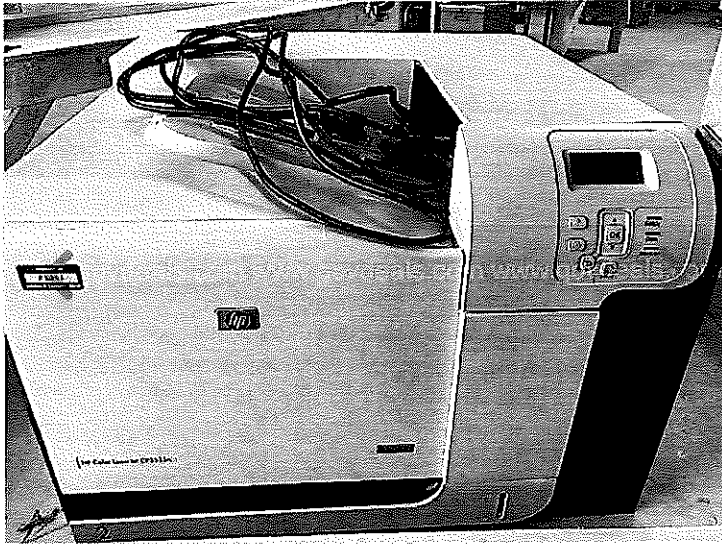
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HP Color Laser Jet Printer

Auction Ends **9/29/21 8:41 AM ET**

Starting Bid **\$6.00**

Bid Increment **\$2.00**

Minimum Bid **\$6.00**

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Make/Brand	Model	VIN/Serial
hewlett packard	CC469A	cnccb4cozx
Condition	Category	Inventory ID
Used/See Description	Computers, Parts and Supplies	FAC210060

HP Color Laser Jet Printer - Does not work. Something wrong with paper feeder....

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information

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Lot of file cabinets and overhead cabinets

Auction Ends **ET**

Starting Bid **\$0.00**

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Quantity	Condition	Category	Inventory ID
Lot 1	Used/See Description	Office Equipment/Supplies	FAC21061

Lot of file and overhead cabinets. 3 overhead cabinets 36" wide. 3 two drawer file cabinets 30" wide. 4 three drawer file cabinets. 14 3/4" wide.

? Questions and Answers

There are currently no questions posted for this asset.

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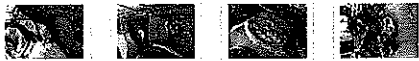
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BADD BOY 54" CUTTER

Auction Ends **10/28/21 2:54 PM ET**

Starting Bid **\$6.00**

Bid Increment **\$2.00**

Minimum Bid **\$6.00**

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Condition	Category	Inventory ID
------------------	-----------------	---------------------

Used/See Description	Industrial Equipment, General	FAC210070
----------------------	-------------------------------	-----------

BADD BOY CUTTER KOHLER MZ Magnum 725cc
ENGINE - Kohler.

Carborator - does not work

Hours - 13

3-4 years old

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information

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HP LaserJet printers (lot of 4 printers)

Auction Ends **ET**

Starting Bid **\$0.00**

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Make/Brand

HP

Quantity	Condition	Category	Inventory ID
Lot 1	Used/See Description	Computer Hardware	SHF21502

All printers have various problems.

HP LaserJet CP4525 HP LaserJet M402dn HP LaserJet M452dn HP LaserJet M404n

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information

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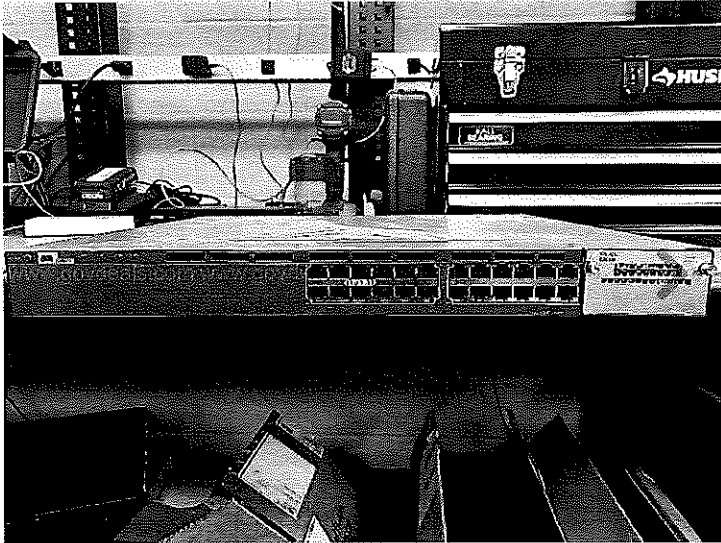
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Cisco 3560x 24 port switch

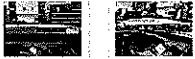
Auction Ends **ET**

Starting Bid **\$0.00**

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Make/Brand	Model	VIN/Serial
CISCO	3560x 24 port switch	FDO1628P1HV
Condition	Category	Inventory ID
Used/See Description	Computer Hardware	Tel21014

Cisco 3560x 24 port switch Non working

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information

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HP Scanjet Pro 3000 s2

Auction Ends **ET**

Starting Bid **\$0.00**

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Make/Brand

Model

VIN/Serial

HP

Scanjet Pro 3000 s2

CN51cd9213

Condition

Category

Inventory ID

Used/See Description

Computer Hardware

TEL 21013

HP Scanjet Pro 3000 s2 used, working condition unknown

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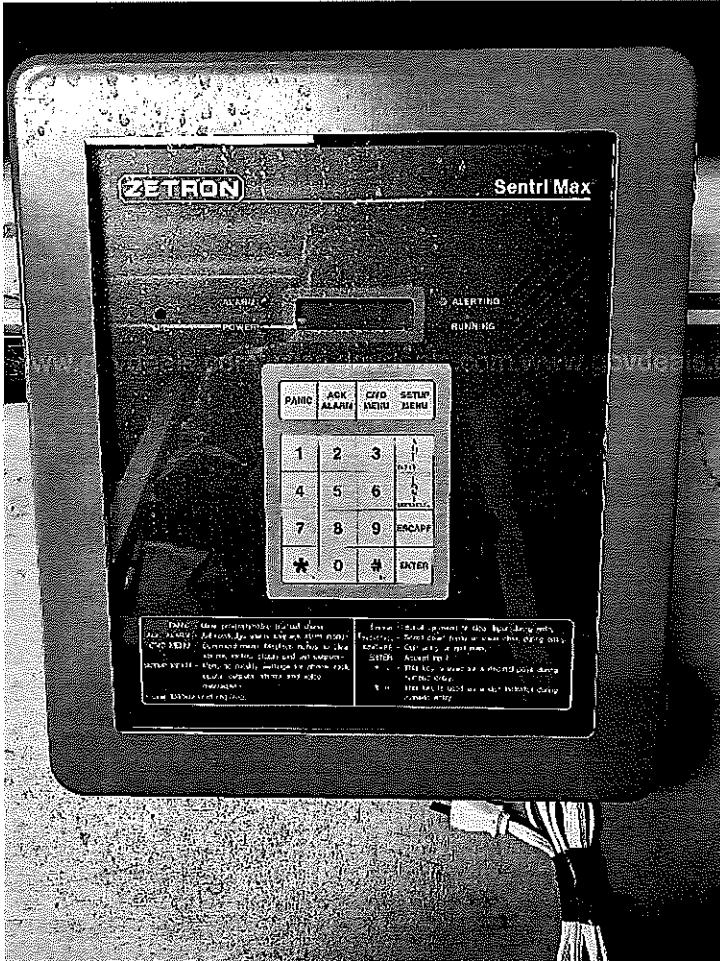
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Zetron 1550 Sentrimax Alarm Box

Auction Ends **ET**

Starting Bid **\$0.00**

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Make/Brand	Model	VIN/Serial
Zetron	1550 Sentrimax Alarm Box	00326-106
Condition	Category	Inventory ID
Used/See Description	Computer Hardware	TEL21012

Zetron 1550 Sentrimax Alarm Box, working condition unknown

? Questions and Answers

There are currently no questions posted for this asset.

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2008 Ford F-250 SD XLT ✓ SuperCab Long Bed 4WD

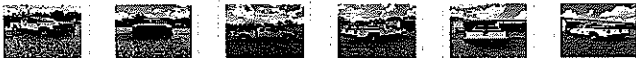
Auction Ends ET

Starting Bid \$0.00

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Year	Make/Brand	Model	VIN/Serial	Miles	Title Restriction
2008	Ford	F-250 SD	1FTSX21598EB07556	134,843	No Title Restriction
Condition	Category		Inventory ID		
Used/See Description	Automobiles		WAT21919		

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2007 Ford Expedition EL XLT 4WD

Auction Ends ET

Starting Bid \$0.00

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Year	Make/Brand	Model	VIN/Serial	Miles	Title Restriction
2007	Ford	Expedition	1FMFK16577LA72153	95,867	No Title Restriction
Condition	Category		Inventory ID		
Used/See Description	SUV		WAT21915		

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 21-1441

Adopted Date October 26, 2021

AMEND WARREN COUNTY ASSIGNED COUNSEL FEE SCHEDULE TO ESTABLISH CAPITAL CASE RATE OF \$125 PER HOUR PURSUANT TO OHIO REVISED CODE SECTION 120.33(D)

WHEREAS, this Board has received notice in 2016, the legislature enacted ORC 120.33(D) which created the capital case attorney fee council which was charged with setting a unified capital case rate for appointed counsel which established the rate of \$125 per hour; and

WHEREAS, it is necessary to amend the Warren County Assigned Counsel Fee Schedule to comply with the established rate; and

NOW THEREFORE BE IT RESOLVED, to amend the Warren County Warren County Assigned Counsel Fee Schedule as attached hereto and made a part hereof.

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

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

Resolution adopted this 26th day of October 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

/tao

cc: Probate-Juvenile Court (file)
Common Pleas Court (file)
Auditor ✓
Tina Osborne

WARREN COUNTY ASSIGNED COUNSEL FEE SCHEDULE

Counsel shall be compensated at the hourly rate of \$60.00 for time In Court and the rate of \$50.00 for time spent Out of Court. Death Penalty trial will be compensated at the hourly rate \$125 for both In Court and Out of Court services.

Maximum fee at the above stated hourly rates for the types of cases listed below are as follows:

1. Aggravated Murder (capital cases) Counsel must submit fee form quarterly	Two Attorneys	\$ NO CAP
2. Aggravated Murder (non-capital case)	One Attorney Two Attorneys	\$ 7,000.00 \$ 9,000.00
3. Murder Felony with possible life sentence/Repeat violent offender Major Drug defender		\$4,000.00 \$ 5,000.00
4. Felony 1, 2, 3		\$2,500.00
5. Felonies 4, 5		\$2,000.00
6. Misdemeanors/pre-indictment felony		\$ 1,000.00
7. Probation, parole violations, etc.		\$ 500.00
8. Contempt proceedings		\$ 500.00
9. Juvenile proceedings – felony		\$ 1,000.00
10. Juvenile proceedings – misdemeanor		\$ 1,000.00
11. Juvenile proceedings- abuse, dependency, & neglect Per 12 month period		\$ 1,000.00
12. Juvenile proceedings – Guardian As Litem Per 12 month period		\$ 1,000.00
13. Probate proceedings-termination of parental rights		\$ 1,000.00
14. Appeals		
A. Aggravated Murder (death sentence imposed) Two Attorneys		\$NO CAP
B. Aggravated Murder (sentence other than death)		\$ 4,500.00
C. Murder (or any felony with life sentence)		\$2,000.00
D. Felony		\$ 1,500.00
E. Misdemeanor		\$ 1,000.00

All fees are subject to review and approval by the courts of Warren County.

October 2021



Office of the Ohio Public Defender
250 East Broad Street - Suite 1400
Columbus, Ohio 43215

www.opd.ohio.gov

TIMOTHY YOUNG
State Public Defender

(614) 466-5394
Fax (614) 644-9972
TTY (800) 750-0750

MEMO

DATE: JULY 11, 2017
TO: COUNTY COMMISSIONERS, OJC, APPOINTED COUNSEL, OACDL, COMMON PLEAS JUDGES, APPELLATE JUDGES (Via Email)
FROM: TIM YOUNG
RE: NEW CAPITAL FEE RATE

In 2016 the legislature enacted ORC 120.33(D). This section created the capital case attorney fee council which was charged with setting a unified capital case rate for appointed counsel. The members of the council are sitting appellate court judges appointed by the Ohio Supreme Court. This rate set by the council is to standardize the pay system across Ohio for capital defense work and to address large fundamental disparities between pay rates and caps from county to county, many of which are currently insufficient to ensure an adequate defense.

The Council has completed its work and set the rate at **\$125 per hour** for all stages of capital litigation in the state. This will include the trial, direct appeal, post-conviction litigation, Rule 26(B) challenges, new trial motions, and any other death penalty litigation carried out at the state level. Federal habeas will continue to be paid by the federal courts at the federal CJA rate (presently \$187 per hour).

The Council did not set caps for capital litigation and required that payment take place at least quarterly.

By statute, the new rate becomes effective 90 days after the Council notifies the state public defender. I have received the notice, a copy of which is attached. The new rate of **\$125 per hour becomes effective September 25, 2017**. This rate is to be effective for all work completed on or after that date and applies to new cases, as well as to work performed on or after September 25, 2017 for cases already in progress.

These cases and this new rate will be reimbursed pursuant to the applicable reimbursement rate and procedures. To facilitate this transition, appointed counsel should submit an interim bill for all work from the date of appointment through September 24, 2017, and that work is to be billed at current rates. Counsel should then submit interim billing at least quarterly, and include all work performed from September 25, 2017 through December 31, 2017 in the 4th Quarter, 2017 billing, at the rate of \$125.00 per hour.

Please forward this notice to others in your court, county, or practice who may need this information. If you have questions, please contact Laura Austen, Policy & Outreach Director at 614-466-5394 or via email at laura.austen@opd.ohio.gov.

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 21-1442

Adopted Date October 26, 2021

APPROVE AND AUTHORIZE BOARD TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH THE WARREN COUNTY CAREER CENTER FOR THE PROJECT SEARCH PROGRAM

BE IT RESOLVED, to approve and authorize the Board to enter into a Memorandum of Understanding with the Warren County Career Center for Project Search Program; copy of said agreement attached hereto and made a part hereof.

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

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

Resolution adopted this 26th day of October 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: C/A—Warren County Career Center (file)
OMB (file)

Project SEARCH
Memorandum of Understanding
between
Warren County Career Center
and
Warren County Board of Commissioners

The Warren County Vocational School District on behalf of the Warren County Career Center (hereinafter "WCCC") and the Warren County Board of Commissioners (hereinafter "Warren County") desire to implement a High School Transition Program for high school students with disabilities through the Project SEARCH program, and effective the date last signed below, hereby agree as follows.

Whereas, Project SEARCH is a nationally recognized model of transition from school to work for youth with disabilities, and WCCS has implemented this program for one year for its students in their last year of high school at the Warren County Career Center; and

Whereas, WCCS is seeking vocational internship and learning opportunities for its students enrolled in Project SEARCH; and

Whereas, Warren County desires to provide vocational internship and learning opportunities amongst the county offices for the students enrolled in Project SEARCH; and

Now, wherefore, the parties agree to operate as follows,

Warren County Career Center Responsibilities:

WCCS shall be responsible to provide the following:

1. Staff
 - a. Instructor - Special Education Instructor to coordinate/teach the program
 - b. Job Coaches: two to three, part-time employees
 - i. Work with students on worksites throughout the Warren County campus
2. Overall supervision of the High School Transition Program while on the Warren County campus

3. Curriculum

- a. Curriculum and instructional materials
 - i. Functional academics
 - ii. Transition/job development/job readiness materials

4. Equipment and supplies

- a. Digital camera and laminator
- b. Accommodations and adaptations in cooperation with our partner schools
- c. Portfolios for final presentation of skills and accomplishments
- d. Other instructional equipment and supplies

5. WCCS shall also be solely responsible for the following:

- a. Provide travel reimbursement to teacher for home visits, final job development, etc.
- b. Student recruitment activities
- c. Student liability insurance
- d. Maintain agreements and relationship with Opportunities for Ohioans with Disabilities -- this partnership allows for partial funding for job coaches and job development
 - i. Job Developer for each student for employment support
- e. Maintain agreements and relationship with Project SEARCH and conduct program in compliance with Project SEARCH standards, eligibility guidelines, and curriculum.

6. Maintain relationship with partner public schools to provide some additional support for students

- a. Additional transportation for students

Warren County Board of Commissioners Responsibilities:

Shall be responsible to provide the following:

1. Provide office work space for teacher with access to a telephone, copier, fax, shredder, and email.
2. Identification Badge for access to buildings and parking for all Project SEARCH staff
5. Classroom Space, including:
 - a. White board or chalk board
 - b. Small tables to be used as student work areas
 - c. Chair for each student
 - d. Locked cabinet for student files
 - e. Access to technology for student work (in cooperation with WCCC)
6. Warren County shall identify a contact person available onsite on a frequent basis who will be responsible for the following,
 - a. Assist with job site development
 - b. Introduce teacher and job coaches to other staff

- c. Market the program to staff
 - d. Work with instructor to reinforce workplace rules
7. Other staff shall be designated to perform the following,
- a. assist in student skill development
 - b. Managers of departments shall give direction, feedback, and evaluation to students during their worksite participation.
8. Worksites
- a. Develop 10-15 worksites on the Warren County campus during the first school year of the program. These worksites will provide opportunities to learn entry-level job skills tailored to the Project SEARCH students' interests and skill levels. Each of the 8-10 students will participate in approximately 3 worksites during the school year. Warren County will continue to develop a variety of appropriate worksites as the program progresses.
 - b. Identify mandatory training requirements and make these available to students
 - c. Warren County shall not be responsible for any transportation of students, neither to or from worksites, or during worksite participation.

Additional Terms and Conditions:

TERM and TERMINATION. This agreement shall be effective upon the date last signed below, and shall remain in effect for two years, and may automatically renew each year thereafter unless terminated by either party in writing. Either party may terminate this agreement for convenience by providing 30 days advanced written notice to the other party.

INSURANCE. WCCC shall procure and maintain for the duration of the agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the WCCC, his agents, representatives, employees or subcontractors.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

- a. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
- b. Automobile Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if WCCC has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$2,000,000 per accident for bodily injury and property damage.

c. Workers' Compensation: as required by the State of Ohio, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

d. Professional Liability (Errors and Omissions): Insurance appropriate to the WCCC's profession, with limit no less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. (If applicable – see footnote next page)

If the WCCC maintains broader coverage and/or higher limits than the minimums shown above, the Entity requires and shall be entitled to the broader coverage and/or the higher limits maintained by the WCCC. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Entity.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The Entity, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the WCCC including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the WCCC's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

Primary Coverage

For any claims related to this agreement, the WCCC's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 as respects the Entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, or volunteers shall be excess of the WCCC's insurance and shall not contribute with it.

Notice of Cancellation

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the Entity.

Waiver of Subrogation

WCCC hereby grants to Entity a waiver of any right to subrogation which any insurer of said WCCC may acquire against the Entity by virtue of the payment of any loss under such insurance. WCCC agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Entity has received a waiver of subrogation endorsement from the insurer.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the Entity. The Entity may require the WCCC to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Entity.

Acceptability of Insurers

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the Entity.

Claims Made Policies (note – should be applicable only to professional liability, see below)

If any of the required policies provide claims-made coverage:

1. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the agreement.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the WCCC must purchase "extended reporting" coverage for a minimum of five (5) years after completion of MOU.

Verification of Coverage

WCCC shall furnish the Entity with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to Entity before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the WCCC's obligation to provide them. The Entity reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Special Risks or Circumstances

Entity reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

RELATIONSHIP OF PARTIES. This agreement establishes an educational and vocational learning opportunity for the students enrolled in Project SEARCH at WCCS. The students of WCCS are neither employees nor volunteers for Warren County. Warren County shall not be responsible to provide any compensation, benefits, or workers compensation insurance to the employees, or volunteers of WCCS, or the students' enrolled in Project SEARCH. This agreement does not create an employer-employee-relationship, the parties are independent contractors to each other in connection with the performance of their obligations under this Contract. WCCS is solely responsible for the compensation, benefits, to provide worker's compensation to its employees, instructors, or job coaches engaged in the performance of the services related to this agreement.

GOVERNING LAW AND VENUE. This Agreement shall be construed in accordance with the laws of Ohio and the venue for any disputes arising under this agreement shall be Warren County Common Pleas Court, Warren County, Ohio.

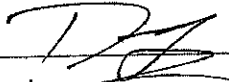
LIABILITY. Each party to this Agreement agrees to be liable for the negligent acts or negligent omissions, intentional or wrongful acts or omissions, by or through itself, its employees, and agents. Each party further agrees to defend itself and themselves and pay any judgments and costs arising out of such negligent, intentional, or wrongful acts or omissions, and nothing in this Agreement shall impute or transfer any such liability from one to the other.

AMENDMENT and ASSIGNMENT. No modification or amendment of this agreement shall be effective unless made in writing and duly executed by both parties. No party shall assign any of its rights or delegate any of its duties under this agreement.

AUTHORITY. Each party has the power and authority to enter and perform under this agreement, and the person signing this agreement on behalf of each party has been properly authorized and empowered to enter into this agreement.

IN EXECUTION WHEREOF, the parties hereto have executed this Memorandum of Agreement by their duly authorized representatives on the dates shown below,

Warren County Board of Commissioners,

* 

Authorized Signatory,
David G. Yang

Printed Name

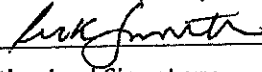
10.26.21

Date

21-1442

Resolution Number

Warren County Vocational
School District,



Authorized Signatory
Rick Smith

Printed Name

10/19/2021

Date

Resolution Number

Approved as to form,



Adam M. Nice, Assistant Prosecuting Attorney
Warren County, Ohio

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 21-1443

Adopted Date October 26, 2021

APPROVE MAINTENANCE AND SUPPORT AGREEMENT WITH JAVS (JUSTICE AV SOLUTIONS)


BE IT RESOLVED, to approve and enter into a Maintenance and Support Agreement with JAVS (Justice AV Solutions) relative to the recording equipment in the Commissioners' Meeting Room; said agreement attached hereto and made a part hereof.

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

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

Resolution adopted this 26th day of October 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

/tao

cc: C/A—JAVS (Justice AV Solutions)
OMB (file)



Classic Coverage Extended Warranty, Preventative Maintenance and Support Agreement

This Extended Warranty, Preventative Maintenance, and Support Agreement "Agreement" is entered into by and between Justice AV Solutions "JAVS" and **Warren County Board of Commissioners** "Customer" located in **Lebanon, OH** for the period of **January 1, 2022** extending through **December 31, 2022**.

WHEREAS, Customer is in possession of the JAVS recording system(s) more particularly identified in Attachment A "System":

WHEREAS, JAVS will provide the following Extended Warranty Coverage, Preventative Maintenance, Support, and Services so as to maximize the reliability of Customer's systems(s) "Services;":

NOW, THEREFORE, in consideration of the promises and mutual covenants contained herein, the parties hereby agree as follows:

A. DEFINITIONS

- *CODEC*-Technically known as the video conferencing unit (VCU), the codec compresses and decompresses data for video signals.
- *Extended Warranty*-Coverage of JAVS provided equipment to include repair or replacement for a specified period after the expiration of the original warranty.
- *Preventative Maintenance (PM)*-The scheduled cleaning and adjustment of JAVS provided systems as outlined in the respective agreement.
- *Service*-The provision for onsite technical support, user training, and servicing JAVS provided equipment as defined by the contract.
- *Standard Travel*-Travel within the contiguous 48 states and within a 150-mile radius (300 miles round trip) of closest stationed JAVS service technician.
- *Support*-Remote phone and online troubleshooting and diagnostics.
- *Travel Premium*-Travel within the contiguous 48 states more than the 150-mile radius (300 miles round trip) from the closest stationed JAVS service technician calculated as a round trip distance less standard 300 miles divided by 70 MPH times the applicable hourly rate.
- *Warranty*-Coverage of JAVS provided equipment to include repair or replacement for a period of 1 year from the date of install.

B. SERVICES

1. Help Desk Support. In the event of a System(s) malfunction or questions about system operation, the Customer is encouraged to contact the JAVS help desk by phone at 877-528-7457 or via email at helpdesk@javs.com Monday-Friday 8:00 am to 9:30 pm EST. Calls after 9:30 pm local time will normally go to voicemail and be addressed at the beginning of the next business day. JAVS trained help desk staff to provide immediate troubleshooting, training, and diagnostics on common issues that can be resolved quickly. JAVS also provides on-line PC support and training through your internet connection. If the issue requires an on-site technician, our help desk will gather the necessary contact information including the: contact's name, phone number, city, system identification number, and detailed description

of the issue. The contact information is used by JAVS to log/track issues properly, assign priority levels based on contract status, and dispatch the appropriate technician to the Customer location.

2. Response Times. In the event that a component from Attachment A requires an on-site repair to address a reported issue, JAVS will schedule a visit during regular business hours. The response time is conditional to Customer's approved room and equipment availability and the severity of the issue, which is measured in four priority levels: Urgent, High, Normal, and Supportive. Any variation from the timeframes referenced below will be discussed and mutually agreed upon by Customer and JAVS. For clarification, the priority levels are described in Attachment B.
3. Extended Warranty. **Extended warranty is available on JAVS provided and installed equipment less than 5 years old, based on the date of installation.**
JAVS will provide and provision a prolonged warranty on JAVS supplied equipment, both of JAVS manufacture and third party, outside of the manufacturer's standard warranty. JAVS will attempt to repair the faulty equipment dependent upon parts and courtroom availability. If the equipment is not repairable in the field, JAVS at its discretion, will either provide a temporary unit until the original equipment is repaired and reinstalled, or a permanent exchange will be put in service. If the covered equipment requiring repair is no longer available or deemed non-repairable, JAVS will be responsible for the replacement product and all costs associated with its replacement.

Non-warranted equipment:

JAVS provided and installed equipment older than 5 years old, based on the date of installation.

JAVS will attempt to repair the faulty equipment, dependent upon courtroom availability. For non-warranted equipment, the Customer is responsible for the cost of all repair parts, including shipping. From time to time, non-warranted equipment may be deemed non-repairable. If the non-warranted equipment is not repairable in the field, the Customer is responsible for the cost of the replacement product(s). JAVS recorders older than 5 years old, are not eligible for repair involving part(s) replacement and require the purchase of new recorder at client expense.
For replacement items purchased from JAVS, JAVS will provide labor at no charge.

Components of Polycom Video Conferencing Codecs are included with this agreement. The Codec unit itself has optional coverage directly through Polycom and is separate from this agreement. After the expiration of the initial warranty separate support coverage is available through Polycom. If the court wishes to renew the warranty, please reach out to megan.molnar@javs.com to request a quote.

4. On-site Warranty Support. JAVS will provide on-site warranty services, which include removing equipment and forwarding to the manufacturer for repair, installing loaner and/or new equipment as deemed necessary by JAVS, and re-installing repaired equipment; on all products listed on Attachment A.
5. Preventative Maintenance. JAVS will perform a bi-annual inspection, review, and operational test of the System and make adjustments as deemed necessary by JAVS. Preventative Maintenance includes updating any System software and firmware as required. All Preventative Maintenance will be coordinated and scheduled with a Customer appointed representative to occur during regular business

hours. JAVS will provide documentation to the Customer via a Preventative Maintenance form detailing the status of each system which includes key system information and hard drive capacity of the System. JAVS will document and test each function/mode of the entire System(s) which includes the automatic audio and video mixer/switcher, control boxes, microphones, cameras, time and date generator, monitors, streaming servers, recorders, PA processors and speakers, private mode feed muting, playback/presentation, assisted listening devices and audio/video conferencing to ensure proper creation of the audio/video record and system operation.

C. EXCLUSIONS

Notwithstanding anything to the contrary elsewhere in this Agreement, JAVS shall have no responsibility and/or liability regarding the following:

1. All video conferencing equipment, bandwidth, network stability, and call quality issues are the responsibility of the court. *
2. Normal wear and tear items such as back-up UPS batteries and projector lamps. *
3. Consumable items such as batteries, CD's, DVD's, printer paper, and print cartridges. *
4. Services, software, hardware, and Operating Systems that are no longer supported by a third party. *
5. Upgrades of Systems which would transition from analog camera systems to digital, or major software version upgrades, such as AutoLog 7 to AutoLog 8.
6. Vandalism (including inmate abuse), deliberate tampering with the System, intentional or unintentional damage caused by other contractors/staff, attempted repair and/or maintenance by any personnel not employed by JAVS. *
7. Repair or replacement of any equipment in the event of damage due to negligence or other claims covered by Customer's insurance. *
8. Customer-provided or non-JAVS certified equipment, hardware, and software. *
9. Moving of equipment. *
10. Customer requested on-site advanced training. *
11. Repairs and/or service that requires reconfiguring JAVS equipment due to changes made by Customer's third-party hardware, network, anti-virus settings, or any local IP provider connection (i.e. change of IP address or network configuration, video conferencing connection issues) *
12. Lost records or data recovery due to equipment failure, computer viruses, or Customer user error.
13. Migration of Customer recordings for archival, retention, and restoration. *
14. Shipping delays for repair, loaner or replacement parts and equipment.

*Customer approval required to perform services for the indicated Exclusions, which will be billed at current labor rates plus parts and expenses if applicable.

FEES/PAYMENTS for exclusions

A fee of \$150.00 per hour (1-hour minimum) plus *Travel and expenses, will apply for each request for on-site service for services not covered by this agreement. Travel time is defined as a portal to portal.

D. TERMS

1. Effective Date. The Agreement begins **January 1, 2022** and will continue for a period of **1 year** thereafter.
2. Fees; Payments. In consideration of JAVS provision of the Services, Customer pays a fixed fee of

\$10,446.00 "Fee" plus any applicable state taxes. Payment of Fee will be made within 30 days from the date of the invoice.

BREAKDOWN OF MAINTENANCE FEE
Warren County Board of County Commissioners
Contract Period: January 1, 2022 - December 31, 2022
MAC-00492

Courtroom				
Number/Location	SID#	System Description	Maintenance Fee	
1	Board of County Commissioners	SID-89590	HDX Recording System	\$ 10,446.00
			TOTAL	\$ 10,446.00

Note: A. JAVS reserves the right to review and recalculate fees associated with the service agreement and adjust accordingly for the next contract period. Changes in the pricing of fees reflect added coverage for new equipment and/or services not previously covered under the service agreement and/or the removal of equipment that is no longer covered. This review is performed prior to the delivery of the subsequent agreement and can affect your agreement fees for that period.

3. Billing of Excluded Services. A fee of \$150.00 per hour (one-hour minimum) plus expenses will be charged for any excluded services (Includes Video Conferencing Systems, see Section C.) requested by the Customer for on-site support.

4. Refunds. Refunds of Fees payable hereunder will be limited to a pro-rated portion calculated per business day of the total amount paid for the Agreement in the event that agreed response time is not met. The pro-rated portion of the Agreement Fees payable to Customer as a refund shall be limited to the number of days required to respond that are in excess of the agreed response period. No refund shall be payable for days that JAVS does not have access to the covered equipment. No refund shall exceed the value of the Agreement. A request for a pro-rated refund payable to Customer for a decommissioned System(s) must be received in writing.

E. NO WAIVER

WHETHER BY CHOICE OR NEGLIGENCE JAVS FAILURE TO ENFORCE ANY TERM, EXCLUSION, OR LIMITATION HEREIN SHALL NOT BE CONSTRUED OR INTERPRETED AS A WAIVER OF JAVS RIGHT TO ENFORCE ANY TERM, EXCLUSION, OR LIMITATION CONTAINED IN THIS AGREEMENT.

F. LIMITATION OF LIABILITY

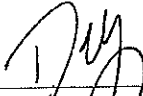
JAVS DOES NOT ACCEPT LIABILITY BEYOND THE REMEDIES SET FORTH IN THIS AGREEMENT OR ANY LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION ANY LIABILITY FOR PRODUCTS NOT BEING AVAILABLE FOR USE OR FOR LOST

DATA OR SOFTWARE. SOME STATES (OR JURISDICTIONS) DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

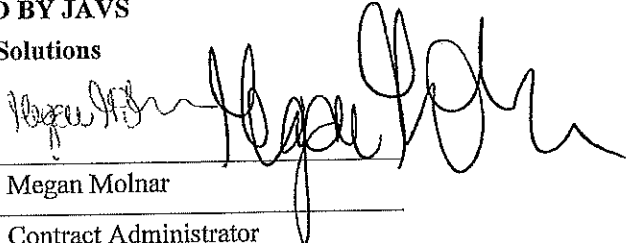
G. DISPUTE RESOLUTION

THIS AGREEMENT SHALL BE CONSTRUED UNDER THE LAWS OF THE STATE OF OHIO AND SHALL BE SUBJECT TO THE VENUE FOR ANY AND ALL CLAIMS, DISPUTES, INTERPRETATIONS AND LITIGATION OF ANY KIND ARISING OUT OF THE AGREEMENT, BEING EXCLUSIVELY IN THE WARREN COUNTY, OHIO COURT OF COMMON PLEAS (UNLESS BOTH PARTIES MUTUALLY AGREE IN WRITING TO ALTERNATE DISPUTE RESOLUTION), AND THE PARTIES DO HEREBY WAIVE ANY RIGHT TO BRING OR REMOVE SUCH MATTER IN OR TO ANY OTHER STATE OR FEDERAL COURT.

ACCEPTED BY CUSTOMER
Warren County Board of Commissioners

Signature  _____
Name David G. Yang
Title President
Date 10-26-21
Phone # 513-695-1250
Email _____

ACCEPTED BY JAVS
Justice AV Solutions

Signature  _____
Name Megan Molnar
Title Contract Administrator
Date September 1, 2021
Phone # 502.489.5118
Email Megan.molnar@javs.com


ACCEPTED BY CUSTOMER
Additional Court Representative (if required by court)

Signature _____
Name _____
Title _____
Date _____

Customer contact for scheduling of maintenance/repair

Name _____
Title _____
Phone _____
Email _____

APPROVED AS TO FORM


Adam M. Nice
Asst. Prosecuting Attorney



CLASSIC COVERAGE EXTENDED WARRANTY, PREVENTATIVE MAINTENANCE AND SUPPORT

Warren Co. Board of Co. Commissioners
Lebanon, OH

Account#	SID#	Qty.	Part #	Description	Install Date	Service	Warranty	3 YEAR DATA
				JAVS HDX RECORDING SYSTEM				
30000	SID-89590	1	JAV-CENTRO-HDX	JAVS HD video switcher 8/4 in, 6/3 out (HD-SDI/HDMI)	1/29/2021	Yes	Yes	1/29/2026
30000	SID-89590	1	JAV-CENTRO-AO	JAVS Centro AO Ethernet Controlled Audio Processor - Base Unit with Centro AO software	1/29/2021	Yes	Yes	1/29/2026
30000	SID-89590	1	JAV-AVIX-1204	AVIX Video Switching Software	1/29/2021	Yes	Yes	1/29/2026
30000	SID-89590	1	JAV-BE550G	APC Back-UPS BE600M1, 600VA, 120V, 1 USB charging port	1/29/2021	Yes	Yes	1/29/2026
30000	SID-89590	1	JAV-TSD-D0CPD	DC power distribution for TSD device 9-24V DC	1/29/2021	Yes	Yes	1/29/2026
30000	SID-89590	1	JAV-TSD-RMK	TSD Series Rack Mount Kit	1/29/2021	Yes	Yes	1/29/2026
30000	SID-89590	1	JAV-ATW-1302	Wireless Microphone Bundle with 1 Handheld Microphone. Includes: ATW-RC13 Rack-mount receiver chassis ATW-RU13 receiver unit ATW-T1002 handheld dynamic microphone/transmitter.	1/29/2021	Yes	Yes	1/29/2026
30000	SID-89590	1	JAV-ATW-1322	Wireless Microphone Bundle With 2 Handheld Microphones Includes: ATW-RC13 Rack-mount receiver chassis ATW-RU13 x2 receiver unit ATW-T1002 x2 handheld dynamic microphone/transmitter	1/29/2021	Yes	Yes	1/29/2026
30000	SID-89590	13	JAV-BBD1694-3B	Premium Belden 1694A Digital Video BNC Cable 3 ft	1/29/2021	Yes	Yes	1/29/2026
30000	SID-89590	1	JAV-USB2-AA-3ST	USB 2.0 A to A Cable 3ft	1/29/2021	Yes	Yes	1/29/2026
30000	SID-89590	1	JAV-MVGA15P-P-6HR/A	Pro AV/IT Series Micro VGA HD15 plug to plug w/audio cable 6ft	1/29/2021	Yes	Yes	1/29/2026
30000	SID-89590	1	JAV-AFS2	Dual Channel Advanced Feedback Suppression Processor	1/29/2021	Yes	Yes	1/29/2026
30000	SID-89590	1	JAV-36131	1/8" or 3.5mm Headphone Jack to 3-Pin Screw Terminal for VGA Insert	1/29/2021	Yes	Yes	1/29/2026
30000	SID-89590	1	JAV-17288	Black HDMI pass through snap-in connector	1/29/2021	Yes	Yes	1/29/2026
30000	SID-89590	1	JAV-26968	VGA Cable, HD-15 (Connector) Female chassis mount to Male, 6'	1/29/2021	Yes	Yes	1/29/2026
30000	SID-89590	1	JAV-18121	Symphony Clamp-On Table Box - Stock Box w/ (2) AC Outlets, (1) Dual USB Charging Ports & 6' AC Cable - Aluminum Housing w/ Black End Caps (Requires Inserts)	1/29/2021	Yes	Yes	1/29/2026
30000	SID-89590	1	JAV-DRMK	Dual Rack Mount Kit	1/29/2021	Yes	Yes	1/29/2026
30000	SID-89590	6	JAV-JC-20HD	JAVS SDI/HD CCTV Box Color Camera	1/29/2021	Yes	Yes	1/29/2026
30000	SID-89590	5	JAV-JM14	JAVS FlexMic with Multicolor LED and Touch Button	1/29/2021	Yes	Yes	1/29/2026
30000	SID-89590	12	JAV-MC-BD	Bi-Directional SDI/HDMI with Power Supply	1/29/2021	Yes	Yes	1/29/2026
30000	SID-89590	3	JAV-MPA-PHX	Microphone Pre-Amp Adapter with 3-Pcs Phoenix connector for adding non-FlexMics to the JAVS Processor	1/29/2021	Yes	Yes	1/29/2026
30000	SID-89590	5	JAV-PLX-CB	FlexMic Plexiglass - C Bend	1/29/2021	Yes	Yes	1/29/2026
30000	SID-89590	1	JAV-REC8-HD-M	JAVS HD AIO Multichannel Recorder 720P	1/29/2021	Yes	Yes	1/29/2026
30000	SID-89590	1	JAV-REC8-HD-S	JAVS Recorder 8 with HD Video & Stereo Audio Recorder	1/29/2021	Yes	Yes	1/29/2026
30000	SID-89590	1	JAV-SW-AL8S	AutoLog 8 Session Logging and Control Software	1/29/2021	Yes	Yes	1/29/2026
30000	SID-89590	1	JAV-SW-P8S	Publisher 8 Session Publishing Software	1/29/2021	Yes	Yes	1/29/2026
30000	SID-89590	1	JAV-SW-S8S	Scheduler 8 Session Scheduling Software	1/29/2021	Yes	Yes	1/29/2026
30000	SID-89590	1	JAV-SW-V15P	Viewer 2015 Pro	1/29/2021	Yes	Yes	1/29/2026
30000	SID-89590	1	JAV-CSA-240Z	2 Channel Amplifier 40W per Channel with 70V & 100V Speaker Outputs	1/29/2021	Yes	Yes	1/29/2026
30000	SID-89590	8	JAV-LCT-81CT	Low-Profile Lay-In 2' x 2' Ceiling Tile Loudspeaker w/ 8 inch Driver	1/29/2021	Yes	Yes	1/29/2026
30000	SID-89590	2	JAV-JG9	JAVS Slim Line Power Strip and Conditioner	1/29/2021	Yes	Yes	1/29/2026
30000	SID-89590	7	JAV-C-A35M/IRE-10	3.5mm (M) to 1 IR Emitter Cable - 10'	1/29/2021	Yes	Yes	1/29/2026
30000	SID-89590	1	JAV-DIP-31	4K60 4:2:0 HDMI & VGA Auto Switcher	1/29/2021	Yes	Yes	1/29/2026
30000	SID-89590	1	JAV-KT-107	7-Inch tabletop/in-wall Touch Panel w/ POE	1/29/2021	Yes	Yes	1/29/2026
30000	SID-89590	1	JAV-SL-280	32-Port S1 smart controller	1/29/2021	Yes	Yes	1/29/2026
30000	SID-89590	1	JAV-VM-2H2	4K HDMI 1:2 distribution amplifier with HDCP2.2 and HDMI2.0 support	1/29/2021	Yes	Yes	1/29/2026
30000	SID-89590	1	JAV-VS-M2812-2	2.8-12mm Varifocal F1.4 CS Mount with Auto-Iris (For HD Camera)	1/29/2021	Yes	Yes	1/29/2026
30000	SID-89590	5	JAV-VS-M550-4	5-50mm Varifocal F1.6 CS Mount with Auto-Iris (For HD Camera)	1/29/2021	Yes	Yes	1/29/2026
30000	SID-89590	1	JAV-28-19387	AC/DC Power Supply, 1 Output, 60 W, 12 VDC, 5 A	1/29/2021	Yes	Yes	1/29/2026



CLASSIC COVERAGE EXTENDED WARRANTY, PREVENTATIVE MAINTENANCE AND SUPPORT

Warren Co. Board of Co. Commissioners

Lebanon, OH

Account #	SID#	Qty.	Part #	Description	Install Date	Service	Warranty	3 YEAR DATE
30000	SID-89590	1	JAV-PTRK-21	21 RU Portable Rolling Rack with Locking Front & Rear Doors Depth: 21.5" Height: 45.91" Width: 22.59"	1/29/2021	Yes	Yes	1/29/2026
30000	SID-89590	1	JAV-PTRK-RR21	Rear rail kit for PTRK portable rack	1/29/2021	Yes	Yes	1/29/2026
30000	SID-89590	4	JAV-UTR1-MP	Half Depth, single Rack space shelf	1/29/2021	Yes	Yes	1/29/2026
30000	SID-89590	2	JAV-VTF1	1 Gang Single Equipment Rack Blank Perforated	1/29/2021	Yes	Yes	1/29/2026
30000	SID-89590	1	JAV-GS116LP-100NAS	Netgear 16-Port 76W PoE/PoE+ Gigabit Ethernet Unmanaged Switch	1/29/2021	Yes	Yes	1/29/2026
30000	SID-89590	1	JAV-ED1000RTXL2U	1000 VA On-Line UPS 8 Outlets	1/29/2021	Yes	Yes	1/29/2026
30000	SID-89590	1	JAV-ACC-320	Power Strip for the LCD Monitor Cart	1/29/2021	Yes	Yes	1/29/2026
30000	SID-89590	6	JAV-CMR410	Camera Mount 7"	1/29/2021	Yes	Yes	1/29/2026
30000	SID-89590	5	JAV-LED-1562HD	15.6" LED LCD Monitor 16:9 - 8 ms	1/29/2021	Yes	Yes	1/29/2026
30000	SID-89590	1	JAV-B203-101-PNP	1-Port Plug-and-Play USB 2.0 over Cat5/Cat6 Extender Kit, Transmitter & Receiver, USB up to 164 ft. (50 m), TAA	1/29/2021	Yes	Yes	1/29/2026
30000	SID-89590	8	JAV-SK40RUSBB	(4) Outlet Surge Protector & (2) USB Outlets(3,4A) - 1080 Joule Rating	1/29/2021	Yes	Yes	1/29/2026
30000	SID-89590	1	JAV-AVBC	Vaddio AV Bridge Conference (for Skype Integration)	1/29/2021	Yes	Yes	1/29/2026
30000	SID-89590	1	JAV-10004893	SDI H.264/H.265 1080p60 HEVC Streaming Encoder	1/29/2021	Yes	Yes	1/29/2026
30000	SID-89590	1	JAV-SR598	Flat panel cart for 55" to 68" screen	1/29/2021	Yes	Yes	1/29/2026
30000	SID-89590	1	JAV-IFP9850	98" Display, 3840 x 2160 Resolution, 350 cd/m2 Brightness	1/29/2021	Yes	Yes	1/29/2026
30000	SID-89590	1	JAV-TP-780T	4K60 4:2:0 HDMI HDCP 2.2 PoE Transmitter with RS-232 & IR over Long-Reach HDBaseT	1/29/2021	Yes	Yes	1/29/2026
30000	SID-89590	1	JAV-TP-789R	4K60 4:2:0 HDMI HDCP 2.2 Bidirectional PoE Receiver with RS-232 & IR over Long-Reach HDBaseT	1/29/2021	Yes	Yes	1/29/2026
30000	SID-89590	1	JAV-MPA-PHX	Microphone Pre-Amp Adapter with 3-Pos Phoenix connector for adding non-FlexMics to the JAVS Processor	1/29/2021	Yes	Yes	1/29/2026

ATTACHMENT B

Priority Level	Example	Initial Response*	On-Site Response**
Urgent	Non-Recording System; inability to record audio; inability to record judge, witness or attorney microphone(s)	1 Business Hour	2 Business Days
High	Faulty monitor, camera, microphone (other than Urgent Level examples), or system mode not critical to recording; publishing; secondary recorder;	2 Business Hours	3 Business Days
Normal	System adjustments to microphone or PA levels, camera views and user settings;	4 Business Hours	5 Business Days
Supportive	Operational training or minor/preferred hardware or software user adjustments, video conference	8 Business Hours	Next scheduled Preventative Maintenance or other higher-level repair visit

*An "Initial Response" for the purposes of this Agreement is when a service ticket is opened and acknowledged by JAVS help desk or JAVS Safeguard Technician.

**An "On-Site Response" for the purposes of this Agreement is the time from when JAVS help desk or JAVS Safeguard Technician logs the ticket and when the JAVS Safeguard Technician arrives to Customer's agreed upon appointment for the initial on-site repair.

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 21-1444

Adopted Date October 26, 2021

APPROVE CHANGE ORDER #1 WITH BRUMBAUGH CONSTRUCTION FOR THE SPRINGBORO ROAD BRIDGE #41-2.49 REHABILITATION PROJECT

WHEREAS, pursuant to Resolution #21-0396 adopted March 23, 2021 this Board awarded bid and entered into contract for the Springboro Road Bridge #41-2.49 Rehabilitation Project; and

WHEREAS, additional work must be performed in the completion of said project; and

WHEREAS, pursuant to Section 5555.69 of the Ohio Revised Code, this Board of County Commissioners accepts the price to be paid for the additional work to be performed; and

WHEREAS, Section 153.62 of the Ohio Revised Code allows the issuance of a change order for additional work; and

NOW THEREFORE BE IT RESOLVED, to approve change order #1 with Brumbaugh Construction in the amount of \$12,232.80 resulting in an increase to purchase order #21001521, which is for a portion of the work, and a new contract price of \$269,996.80 for said purchase order. The change order is attached hereto and made a part thereof.

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

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

Resolution adopted this 26th day of October 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor
c/a—Brumbaugh Construction
Engineer (file)



CHANGE ORDER

Warren County
 Engineer's Office
 210 W. Main Street
 Lebanon, Ohio 45036
 Phone: (513) 925-3301
 Fax (513) 695-7714

DATE: October 20, 2021

Contractor: Brumbaugh Construction
 Change Order No.: 1
 Project Name: Springboro Road Bridge #41-2.49 Rehabilitation Project
 P.O. Number: 21001521

Ref. #	Item	DESCRIPTION	Unit	Diff. in QTY	UNIT PRICE	ADD	DELETE
	659	Repair Seeding and Mulching	SY	18	\$ 2.00		\$ 36.00
	659	Inter-Seeding	SY	18	\$ 2.00		\$ 36.00
	659	Water	M Gal	2	\$ 5.00		\$ 10.00
	832	Brosion Control	Each	2500	\$ 1.00		\$ 2,500.00
	301	Asphalt Concrete Base, PG 64-22	Ton	0.17	\$ 100.00	\$ 17.00	
	441	Asphalt Concrete Surface Course, Type 1, (448), PG 64-22	Ton	2.65	\$ 160.00		\$ 424.00
	441	Asphalt Concrete Intermediate Course, Type 1, (448), PG 64-22	Ton	4.63	\$ 160.00	\$ 740.80	
	304	Aggregate Base, As Per Proposal Note	CY	49	\$ 60.00	\$ 2,940.00	
	509	Epoxy Coated Reinforcing Steel	Pound	15	\$ 1.40	\$ 21.00	
	511	Class QC 2 Concrete, Superstructure, As Per Proposal Note	CY	9.35	\$ 1,000.00	\$ 9,350.00	
	516	Integral Abutment Expansion Joint Seal	FT	61	\$ 30.00		\$ 1,830.00
	Special	Top Soil for Guardrail - Extra	CY	10	\$ 100.00	\$ 1,000.00	
	Special	Joint Repair - Extra	LS	1	\$ 3,000.00	\$ 3,000.00	
Sums of the ADDITIONS and DELETIONS						\$ 17,068.80	\$ 4,836.00
TOTALS FOR THIS CHANGE ORDER						\$ 12,232.80	

Original contract price: (Not including water and sewer items) \$ 257,764.00
 Current contract price adjusted by previous change orders: \$ 257,764.00
 The Contract price due to this change order will be increased/decreased (circle one). \$ 12,232.80
 The New contract price including this change order will be: \$ 269,996.80
 The contract time will be increased by 0 calendar days.

All items are adjustments to plan quantity that are approved by the following signatures.

I HEREBY AGREE TO PERFORM THE WORK AND TO THE NON-PERFORMANCE OF WORK AS LISTED IN ACCORDANCE WITH THE 2019 ODOT SPECIFICATIONS BOOK.

Contractor's Signature:
 Date: 10-21-21
 Title within Brumbaugh Construction: VP

Warren County Engineer:
 Date: 10/21/21

Warren County Commissioner:
 Date: _____

Warren County Commissioner:
 Date: _____

Warren County Commissioner:

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 21-1445

Adopted Date October 26, 2021

ENTER INTO A CONSULTING AGREEMENT WITH JONATHAN MARKER, WEATHER VUE PRO LLC ON BEHALF OF THE WARREN COUNTY ENGINEER'S OFFICE


BE IT RESOLVED, to enter into a consulting agreement with Jonathan Marker, Weather Vue Pro LLC, for customized weather condition services on behalf of the Warren County Engineer's Office. Copy of said agreement attached hereto and made a part hereof.

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

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

Resolution adopted this 26th day of October 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—Marker, Jonathan – Weather Vue Pro LLC
Engineer (file)

CONSULTING AGREEMENT

This Agreement for weather consulting service ("Service") is hereby made by and between Jonathan Marker of Weather Vue Pro LLC located at 1703 US 35 East, Eaton, Ohio 45320 ("Consultant") and the Warren County Board of Commissioners on behalf of the Warren County Engineer's Office, 210 West Main Street, Lebanon, Ohio 45036 ("Client").

1. DESCRIPTION OF SERVICES

The Client agrees to receive a consulting package that includes:

- A. Daily (Monday-Friday) customized forecasts and updates will be sent via email. Weekend and holiday updates will be sent if weather conditions warrant.
- B. On-call via phone call or text messaging for any questions or concerns.
- C. Monthly and seasonal weather outlooks.

2. TERM

This Agreement and Service will become effective on November 1, 2021 and remain in effect until the completion of this Service on April 30, 2022.

3. COMPENSATION

The Client agrees to provide payment to the Consultant of \$ 2,495.00 for the Service. Consultant will submit invoicing to the Client. Payment due date will be listed on the invoice.

4. INDEPENDENT CONTRACTOR

The Consultant is an independent contractor with respect to the Client and not an employee. No part of Consultant's compensation will be subject to withholding by the Client for the payment of any benefits, social security, federal, state, or any other employee payroll taxes.

5. CONFIDENTIALITY

The Client and its users agree that all materials are property of Weather Vue Pro LLC and may not copy, redistribute, or profit from any Service to a third party during the term of this Agreement, unless the Client has obtained the Consultant's written consent. Any unauthorized redistribution or profit by the Client could result in termination of Service.

The Consultant and Client agree not to share or redistribute any information such as business affairs, customers, vendors, finances, properties, methods of operation, computer programs, documentation, and other information whether written, oral, or otherwise confidential in nature.

With the exception that it shall not be deemed a violation of this section if Client is compelled to share relevant public records to Ohio Public Records Laws. If Client must share public records relevant to this agreement pursuant to the laws of the State of Ohio, Client will provide notice to Consultant.

6. DISCLAIMER OF WARRANTIES

Consultant has the knowledge and experience to perform the services required by this agreement, but does not warrant the accuracy of the results obtained through the use of this Service. Client acknowledges that weather forecasting is not an exact science and that the Consultant is not responsible for any damages and has no control over Client's actions in response to the forecasts and information received. Consultant makes no warranties regarding the availability, functionality, or serviceability of its services, but agrees to take all steps necessary to promptly repair any problems.

7. TERMINATION

Early termination of this Service by the Client, with or without cause, must give sixty (60) days prior written notice of termination. The Client agrees to pay the Consultant for the Service received until the date of termination. The Consultant may terminate or suspend the Service upon breach of these terms.

8. NON-DISCLOSURE


Consultant agrees that, except as directed by Client, it will not at any time during or after the term of this Agreement disclose any Confidential Information to any person and that upon termination of this agreement it will turn over to Client all documents, papers, and other matters in its possession or control that relates to Client. Consultant further agrees to bind its employees and subcontractors to the terms and conditions of this Agreement.

9. FORCE MEJEURE

This Agreement is subject to cancellation or change on written notice to either party in the event of causes beyond reasonable control, including without limitation acts of God or war, fires, earthquakes, floods, strikes, labor troubles, riots, curtailment or operations due to governmental orders or rulings, and the like.

10. ENTIRE AGREEMENT AND NOTICE


This Agreement contains the entire understanding of the parties and may not be amended without the specific written consent of both parties. Any notice given under this Agreement shall be sufficient if it is in writing and if sent by certified or registered mail.


Jonathan Marker, Weather Vue Pro LLC


Warren County Board of Commissioners

10/6/2021
Date

10.26.21
Date

APPROVED AS TO FORM

Adam M. Nice
Asst. Prosecuting Attorney

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 21-1446

Adopted Date October 26, 2021

ENTER INTO A PURCHASE AGREEMENT WITH LITTLE MIAMI CONSERVANCY FKA LITTLE MIAMI, INC. FOR THE KING AVENUE BRIDGE IMPROVEMENT PROJECT

WHEREAS, in order to improve the safety of the King Avenue Bridge, it is necessary to construct roadway improvements, and in order to do this work it is necessary to purchase part of the property on the south side of King Ave. (part of parcel #16-12-352-013, identified as 11WD-0.974 acres, and 11-S -0.071 acres) which is owned by Little Miami Conservancy, seller; and

WHEREAS, the negotiated price for the purchase of the property is \$3,949.00; and

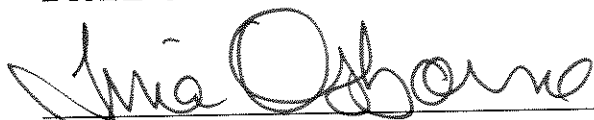
NOW THEREFORE BE IT RESOLVED, to enter into a purchase agreement, copies of which are attached hereto and made a part hereof, with Little Miami Conservancy for the King Avenue Bridge Improvement Project for the sum of \$3,949.00.

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

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

Resolution adopted this 26th day of October 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—Little Miami Conservancy
Engineer (file)

**CONTRACT FOR SALE AND PURCHASE OF REAL PROPERTY
WITHOUT BUILDING(S)**

PARCELS: 011-WD and 011-S
WAR-CR282-0.97/PID 106724

This Agreement is by and between the Warren County Board of County Commissioners ["Purchaser"] and Little Miami Conservancy, formerly known as Little Miami, Inc., an Ohio non-profit corporation, ["Seller"; "Seller" includes all of the foregoing named persons or entities]. Purchaser and Seller are referred to collectively in this Agreement as "Parties."

In consideration of the mutual promises, agreements and covenants herein contained the Parties contract as follows:

1. Price and Consideration

Purchaser shall pay to Seller the sum of \$3,949.00 which sum shall constitute the entire amount of compensation due Seller for: (a) the real property to be conveyed, including all fixtures; (b) any and all damages to any residual lands of Seller; (c) Seller's covenants set forth herein; (d) any and all supplemental instruments reasonably necessary to transfer the title of the subject property; and (e) n/a

Seller shall be exclusively responsible for all delinquent taxes and assessments, including penalties and interest, and for all other real estate taxes and assessments that are a lien as of the date on which this Agreement closes. The taxes and assessments for the current calendar year shall be prorated on an estimated basis to the date of acquisition of title or date of possession, whichever is earlier in time. Seller shall be responsible for any and all future installments of any special assessments levied and assessed against the real property, whether or not any such special assessment has been certified to the county auditor for collection, provided that such installments of special assessments shall be a lien on the subject real property as of the date of transfer of title. Purchaser may withhold in escrow a sufficient amount of the purchase money to satisfy the foregoing items to be paid by Seller; any balance remaining after such taxes, assessments, etc., are discharged shall be paid to Seller and any deficiency shall be the responsibility of Seller.

2. Estate Sold and Deed to Transfer

Seller, upon fulfillment of all the obligations and terms of this Agreement, shall sell and convey to Purchaser, its successors and assigns, the property which is more particularly described in Exhibit A attached hereto and by this reference incorporated herein, together with all improvements now located thereon and all fixtures of every nature now attached to or used

with said land and improvements including, but not limited to, driveways, signs, utility fixtures, shrubbery and trees.

If the rights, titles and estates described in Exhibit A constitute the fee simple in, to and of the real property, then such sale and conveyance by Seller shall be by a good and sufficient general warranty deed with, if applicable, full release of dower. In the event the rights, titles, and estates described in Exhibit A constitute something less than the fee simple of the real property, then such sale and conveyance by Seller shall be by a good and sufficient deed or other instrument regularly and ordinarily used to transfer such lesser rights, titles and estates with, if applicable, full release of dower.

3. Limited Access Parcels - Waiver of Abutters' Rights

If the property described in Exhibit A is designated by Purchaser as a limited access parcel, then Seller further agrees to release to Purchaser, its successors and assigns, any and all abutters' rights, including access rights, appurtenant to any remaining lands of Seller (from which the property described in Exhibit A is being severed) in, over, on, from and to the property described in Exhibit A.

4. Supplemental Instruments

Seller agrees to execute any and all supplemental instruments or documents necessary to vest Purchaser with the rights, titles and interests described in Exhibit A.

5. Warranty of Title

Seller shall, and hereby does, warrant that the property described in Exhibit A is free and clear from all liens and encumbrances whatsoever, except: (a) easements, restrictions, conditions and covenants of record; (b) all legal highways; (c) zoning and building laws, ordinances, rules and regulations; and (d) any and all taxes and assessments not yet due and payable.

6. Elimination of Others' Interests

Seller shall assist, in whatever manner reasonably possible under the circumstances, to procure and deliver to Purchaser releases and cancellations of any and all other rights, titles and interests in the property described in Exhibit A, such as, but not limited to, those belonging to tenants, lessees, mortgagees or others now in possession or otherwise occupying the subject premises, and all assessment claims against said property.

Seller and Purchaser agree that if a mortgagee of Seller or of a predecessor in title fails to cooperate with the efforts to obtain a release of that mortgagee's mortgage lien secured by the property described in Exhibit A, then and in that event this Agreement shall become null and void and the parties to this Agreement shall be discharged and released from any and all obligations created by this Agreement; for the purposes of this provision, the term "fails to cooperate" shall include a demand or request by any such mortgagee for a fee to process such a release of that mortgagee's mortgage lien that Purchaser, in its sole discretion, deems to be excessive.

7. No Change in Character of Property

Seller shall not change the existing character of the land or alter, remove, destroy or change any improvement located on the property described in Exhibit A. If, prior to the date on which possession of the subject property is surrendered to Purchaser, the subject property suffers any damage, change, alteration or destruction then, and without regard to the cause thereof, Seller shall restore the subject property to the condition it was in at the time Seller executed this Agreement; in the alternative, Seller may agree to accept the abovementioned purchase price less the costs associated with such restoration. If the Seller refuses to either restore the premises or accept the decreased consideration as aforementioned, then Purchaser, at its option after discovery or notification of such damage, change, alteration or destruction, may terminate and cancel this Agreement upon written notice to Seller.

8. Offer to Sell

If Seller executes this Agreement prior to Purchaser, then this Agreement shall constitute and be an Offer to Sell by Seller that shall remain open for acceptance by Purchaser for a period of 20 days immediately subsequent to the date on which Seller delivers such executed Agreement to Purchaser. Upon Purchaser's acceptance and execution of this Agreement within said period of 20 days, this Agreement shall constitute and be a valid Contract for Sale and Purchase of Real Property that is binding upon the Parties.

9. Designation of Escrow Agent

Seller agrees that Purchaser may designate an escrow agent to act on behalf of the Parties in connection with the consummation and closing of this Agreement.

10. Closing Date

The consummation and closing of this Agreement shall occur at such time and place as the Parties may agree, but no later than 10 days after Purchaser notifies Seller in writing that

Purchaser is ready to consummate and close this Agreement. Provided, however, in no event shall such consummation and closing occur more than 120 days after the last date on which one of the Parties executes this Agreement.

11. Physical Possession of Structures Occupied by Seller

Seller shall surrender physical possession of the land and improvements to Purchaser not later than the date on which Purchaser tenders the purchase price to Seller.

12. Control of Property Occupied by Seller's Tenant(s)

Control of property occupied by Seller's tenant(s) shall be assumed by Purchaser on the date Purchaser tenders the purchase price to Seller. From that date forward, Purchaser shall be entitled to collect and retain as its own funds any and all rental payments thereafter made by such tenant(s). If any rents due under the lease(s) with Seller have been prepaid by Seller's tenant(s), then said prepaid rents shall be prorated to the date on which the purchase price is tendered by Purchaser, and said prepaid rents shall be paid to Seller and Purchaser in accordance with such proration.

13. Binding Agreement

Any and all of the terms, conditions and provisions of this Agreement shall be binding upon and shall inure to the benefit of Seller and Purchaser and their respective heirs, executors, administrators, successors and assigns.

14. Multiple Originals

This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together shall constitute but one and the same instrument.

15. Entire Agreement

This instrument contains the entire agreement between the Parties, and it is expressly understood and agreed that no promises, provisions, terms, warranties, conditions or obligations whatsoever, either express or implied, other than herein set forth, shall be binding upon Seller or Purchaser.

16. Amendments and Modifications

No amendment or modification of this Agreement shall be valid or binding upon the Parties unless it is made in writing, cites this Agreement and is signed by Seller and Purchaser.

In Witness Whereof, the parties hereto, namely the Warren County Board of County Commissioners and Little Miami Conservancy, formerly known as Little Miami, Inc., an Ohio non-profit corporation have executed this Agreement on the date(s) indicated immediately below their respective signatures.

GRANTOR:

Little Miami Conservancy

SIGNATURE: _____

Eric B. Partee
Executive Director

DATE: _____

10/20/21

ACKNOWLEDGMENT

**STATE OHIO,
COUNTY OF WARREN, ss.**

On this 20th day of October, 2021, before me, the undersigned Notary Public, personally appeared Eric B. Partee, who proved to me on the basis of satisfactory evidence, to be the person(s), whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity (ies), and that by his/her/their signature(s) on this instrument, the person(s) or the entity upon which the person(s) acted, executed this instrument.

WITNESS my hand and official seal.

Vivien V. Carmichael

Notary Public

Print Name: Vivien V. Carmichael

My commission expires: Feb. 28, 2026



[continued on next page for signature]

GRANTEE

IN EXECUTION WHEREOF, the Warren County Board of County Commissioners, the Grantee herein, have caused this agreement to be executed by David G. Young, whose title is President or Vice-President, on the date stated below, pursuant to Resolution Number 21-1446, dated 10-26-21

WARREN COUNTY BOARD OF COUNTY COMMISSIONERS

SIGNATURE: [Signature]
PRINTED NAME: David G. Young
TITLE: President
DATE: 10-26-21

STATE OF OHIO, WARREN COUNTY, ss.

BE IT REMEMBERED, that on this 26 day of October, 2021 before me, the subscriber, a Notary Public in and for said state, personally came a certain individual known or proven to me to be David G. Young, whose title is President or Vice-President of the Warren County Board of County Commissioners, the Grantee in the foregoing Agreement, and pursuant to the Resolution authorizing such act, did acknowledge the signing thereof to be his or her voluntary act and deed. In compliance with R.C. 147.542 (D)(1), no oath was administered to the signer by this notary in regard to the notarial act.

Notary Public: Krystal Lynn Powell
My commission expires: JULY 15, 2026

Approved as to form:

DAVID P. FORNSHELL,
PROSECUTING ATTORNEY
WARREN COUNTY, OHIO

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



KRYSTAL LYNN POWELL
NOTARY PUBLIC - STATE OF OHIO
Comm. No. 2021-RE-834386
My Commission Expires July 15, 2026

EXHIBIT A

Page 1 of 5

RX 250 WD

Rev. 06/09

Ver. Date 06/17/21

PID 106724

**PARCEL 11-WD
WAR-CR 282-0.97
ALL RIGHT, TITLE AND INTEREST IN FEE SIMPLE
IN THE FOLLOWING DESCRIBED PROPERTY
WITHOUT LIMITATION OF EXISTING ACCESS RIGHTS**

Grantor/Owner, for himself and his heirs, executors, administrators, successors and assigns, reserves all existing rights of ingress and egress to and from any residual area (as used herein, the expression "Grantor/Owner" includes the plural, and words in the masculine include the feminine or neuter).

[Surveyor's description of the premises follows]

Situate in the State of Ohio, County of Warren, Township of Deerfield, located in Section 12, Township 4, Range 2, and being part of the 22.2315 acre tract conveyed to Little Miami, Inc., by deed of record in Official Record 1727, Page 710, records of the Recorder's Office, Warren County, Ohio, and being more particularly described as follows;

Being a parcel of land lying on the left and right sides of the Centerline of Construction of King Avenue (C.R. 282), as delineated upon the WAR-CR 282-0.97 Right-of-Way Plan on file with the Warren County Engineer's Office;

Beginning for Reference at a 5/8" iron pin found with "S-7450" cap, at the southeasterly corner of Lot 40 (Open Space) of the King's Meadows subdivision of record in Plat Book 78, Page 9, being a westerly corner of the original 65.283 acre tract conveyed to the Board of Township Trustees of Deerfield Township, Ohio, by deed of record in Official Record 2400, Page 153; said iron pin being 498.15 feet left of King Avenue Centerline of Construction station 104+15.13;

Thence South 87 deg. 03 min. 13 sec. West, a distance of 147.12 feet along the southerly line of said Lot 40, and a northerly line of said original 65.283 acre tract, to a point at the northeasterly corner of the 5.002 acre tract conveyed to the Board of Township Trustees of Deerfield Township, Ohio, by deed of record in Official Record 2400, Page 153, being 435.55 feet left of King Avenue Centerline of Construction station 103+56.19;

EXHIBIT A

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Thence South 23 deg. 45 min. 00 sec. West, a distance of 362.64 feet (passing an iron pin found with "S-7450" cap, at a distance of 300.99 feet) along the common line of said original 65.283 and 5.002 acre tracts to a point in the existing centerline of right-of-way of King Avenue (as delineated upon said WAR-CR 282-0.97 Right-of-Way plan), being the northerly line of said 22.2315 acre tract, at a common corner of said original 65.283 and 5.002 acre tracts, being 76.72 feet left of King Avenue Centerline of Construction station 103+23.88; said point being the **Point of True Beginning** of the herein described parcel;

Thence the following two (2) courses and distances along said existing centerline of right-of-way of King Avenue and the common lines of said original 65.283 and 22.2315 acre tracts;

1. Thence North 52 deg. 52 min. 07 sec. East, a distance of 103.65 feet to a railroad spike set, being 160.03 feet left of King Avenue Centerline of Construction station 103+70.79;
2. Thence South 87 deg. 07 min. 56 sec. East, a distance of 41.32 feet to a point at a southwesterly corner the 2.3363 acre tract conveyed to Deerfield Trails Inc., by deed of record in Official Record 5222, Page 245, being 173.54 feet left of King Avenue Centerline of Construction station 103+97.71;

Thence continuing South 87 deg. 07 min. 56 sec. East, a distance of 27.57 feet along said existing centerline of right-of-way of King Avenue and the common line of said original 65.283 and 22.2315 acre tracts, and a southerly line of said 2.3363 acre tract, to a railroad spike set a southeasterly corner of said original 65.283 and 2.3363 acre tracts, being 184.08 feet left of King Avenue Centerline of Construction station 104+14.88;

Thence South 53 deg. 36 min. 10 sec. East, a distance of 27.36 feet along said existing centerline of right-of-way of King Avenue and a northeasterly line of said 22.2315 acre tract, and in part, along the southwesterly line of the original 34.624 acre tract conveyed to the State of Ohio, Department of Natural Resources by deed of record in Deed Book 503, Page 789, to a railroad spike set at a common corner of said original 34.624 and 22.2315 acre tracts, being 180.12 feet left of King Avenue Centerline of Construction station 104+33.02;

Thence South 51 deg. 56 min. 48 sec. West, a distance of 165.91 feet along said existing centerline right-of-way of King Avenue, and the common line of said original 34.624 and 22.2315 acre tracts, to a point at a northerly corner of the 0.309 acre tract conveyed to the Warren County Commissioners by deed of record in Official Record 394, Page 327, being 31.83 feet left of King Avenue Centerline of Construction station 103+74.42;

EXHIBIT A

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Thence continuing South 51 deg. 56 min. 48 sec. West, a distance of 127.49 feet (passing an iron pin found at a distance of 122.64 feet) along said existing centerline of right-of-way of King Avenue, and the common line of said 0.309 and 22.2315 acre tracts, to a point in the easterly line of the 19.8554 acre tract conveyed to Peter's Cartridge Factory Outparcel Holding, LLC, by deed of record in Document Number 2019-035589, at the point of intersection of the existing tangent centerlines of King Avenue, and at a common corner of said 0.309 and 22.2315 acre tracts, being 69.33 feet right of King Avenue Centerline of Construction station 102+91.65;

Thence North 17 deg. 55 min. 57 sec. West, a distance of 31.95 feet along northerly extension of the existing centerline of King Avenue, and along the common line of said 19.8554 and 22.2315 acre tracts, to a point in the existing northerly right-of-way line of King Avenue, at a common corner of said 19.8554 and 22.2315 acre tracts, being 40.21 feet right of King Avenue Centerline of Construction station 102+76.20; said point being further located as being North 72 deg. 45 min. 08 sec. East, a distance of 2.21 feet from a 5/8" iron pin found with an illegible cap;

Thence South 51 deg. 56 min. 48 sec. West, a distance of 31.95 feet along the existing northerly right-of-way line of King Avenue, and the common line of said 19.8554 and 22.2315 acre tracts, to a point in the existing westerly right-of-way line of King Avenue, being 61.21 feet right of King Avenue Centerline of Construction station 102+48.28;

Thence South 53 deg. 23 min. 20 sec. West, a distance of 73.29 feet along the common line of said 19.8554 and 22.2315 acre tracts, to an iron pin set, being 105.14 feet right of King Avenue Centerline of Construction station 101+88.89;

Thence the following three (3) courses and distances along new division lines through said 22.2315 acre tract;

1. Thence North 66 deg. 10 min. 50 sec. West, a distance of 162.51 feet to an iron pin set, being 40.00 feet right of King Avenue Centerline of Construction station 100+40.00;
2. Thence North 89 deg. 48 min. 36 sec. West, a distance of 30.40 feet to an iron pin set, being 40.00 feet right of King Avenue Centerline of Construction station 100+09.60;
3. Thence North 30 deg. 51 min. 42 sec. West, a distance of 18.60 feet to an iron pin set in the existing southerly right-of-way line of King Avenue, being 24.06 feet right of King Avenue Centerline of Construction station 100+00.00;

EXHIBIT A

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Thence South 88 deg. 53 min. 18 sec. West, a distance of 53.79 feet along the existing southerly right-of-way line of King Avenue, and along a new division line through said 22.2315 acre tract, to a point in a westerly line of said 22.2315 acre tract, being 21.54 feet right of King Avenue Centerline of Construction station 99+43.06;

Thence North 16 deg. 06 min. 18 sec. West, a distance of 25.88 feet (passing a 5/8" iron pin found at a distance of 0.88 feet) along a westerly line of said 22.2315 acre tract, to a point in said existing centerline of right-of-way of King Avenue, at a common corner of said 5.002 and 22.2315 acre tracts, being 4.09 feet left of King Avenue Centerline of Construction station 99+39.35;

Thence the following four (4) courses and distances along said existing centerline of right-of-way of King Avenue and the common lines of said 5.002 and 22.2315 acre tracts;

1. Thence North 88 deg. 53 min. 18 sec. East, a distance of 190.00 feet to a point, being 3.87 feet left of King Avenue Centerline of Construction station 101+28.91;
2. Thence North 75 deg. 53 min. 17 sec. East, a distance of 93.00 feet to an iron pin set, being 26.85 feet left of King Avenue Centerline of Construction station 102+19.03;
3. Thence North 75 deg. 53 min. 17 sec. East, a distance of 107.00 feet to a railroad spike set, being 60.55 feet left of King Avenue Centerline of Construction station 103+12.02;
4. Thence North 52 deg. 40 min. 25 sec. East, a distance of 21.43 feet to the **Point of True Beginning** of the herein described parcel, containing 0.974 acres, more or less, of which 0.516 acres lies within the existing Present Road Occupied.

Bearings are for project use only and are based on the Ohio State Plane Coordinate System, South Zone, NAD 83 (2011), as measured in 2018 using static GPS methods and derived from NGS OPUS solution reports.

All iron pins set are 3/4 inches in diameter rebar by 30 inches long with a yellow plastic cap stamped "STANTEC".

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This description was prepared by Steven E. Rader, registered surveyor 7191, and is based upon a field survey for Warren County, from 2018 to 2020, by Stantec Consulting Services, Inc., under the direction of said surveyor. The survey plat of which is filed in Vol. 153, Plat 3R, of the Warren County Engineer's record of land surveys.

Instrument reference as of the date this survey was prepared: Official Record 1727, Page 710, of the Recorder's Office, Warren County, Ohio.



STANTEC CONSULTING SERVICES INC.

Steven E Rader 6/17/21
Registered Surveyor No. 7191 Date

EXHIBIT A

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Rev. 06/09

Ver. Date 11/19/20

PID 106724

**PARCEL 11-S
WAR-CR 282-0.97**

PERPETUAL EASEMENT TO CONSTRUCT AND MAINTAIN A SEWER

A perpetual easement for the construction and maintenance of a sewer in, upon and over the within described real estate. Grantor/Owner herein retains the right to use said real estate for any and all other purposes provided that such use does not interfere with nor impair the exercise of the easement herein granted (as used herein, the expression "Grantor/Owner" includes the plural, and words in the masculine include the feminine or neuter).

[Surveyor's description of the premises follows]

Situate in the State of Ohio, County of Warren, Township of Deerfield, located in Section 12, Township 4, Range 2, and being part of the 22.2315 acre tract conveyed to Little Miami, Inc., by deed of record in Official Record 1727, Page 710, records of the Recorder's Office, Warren County, Ohio, and being more particularly described as follows;

Being a parcel of land lying on the right side of the Centerline of Construction of King Avenue (C.R. 282), as delineated upon the WAR-CR 282-0.97 Right-of-Way Plan on file with the Warren County Engineer's Office;

Beginning for Reference at a 5/8" iron pin found in the existing northerly right-of-way line of King Avenue, the easterly terminus of King Avenue as dedicated on the plat of Kings Mills Subdivision of record in Plat Book 2, Page 251, being a common corner of the 0.428 acre tract (part of said Lot 18 of said Kings Mills subdivision) conveyed to Jennifer L. Nehus by deed of record in Official Record 4462, Page 873, the 0.216 acre tract (part of said Lot 18) conveyed to Warren County by deed of record in Official Record 406, Page 948, and the 5.002 acre tract conveyed to the Board of Township Trustees of Deerfield Township, Ohio, by deed of record in Official Record 2400, Page 153; said iron pin being 26.47 feet left of King Avenue Centerline of Construction station 98+32.96;

Thence South 16 deg. 02 min. 14 sec. East, a distance of 50.00 feet to an angle point in the existing southerly right-of-way line of King Avenue and the northerly line of said 22.2315 acre tract, being 23.51 feet right of King Avenue Centerline of Construction station 98+31.50;

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Thence North 73 deg. 51 min. 58 sec. East, a distance of 99.97 feet along the existing southerly right-of-way line of King Avenue and the northerly line of said 22.2315 acre tract to a point, being 21.69 feet right of King Avenue Centerline of Construction station 99+35.00; said point being the **Point of True Beginning** of the herein described parcel;

Thence North 73 deg. 51 min. 58 sec. East, a distance of 4.30 feet along the existing southerly right-of-way line of King Avenue and the northerly line of said 22.2315 acre tract to a point, being 21.13 feet right of King Avenue Centerline of Construction station 99+39.49;

Thence North 88 deg. 53 min. 18 sec. East, a distance of 3.40 feet along the existing southerly right-of-way line of King Avenue and the northerly line of said 22.2315 acre tract, to a point in a westerly line of said 22.2315 acre tract, being 21.54 feet right of King Avenue Centerline of Construction station 99+43.06;

Thence continuing North 88 deg. 53 min. 18 sec. East, a distance of 53.79 feet along the existing southerly right-of-way line of King Avenue to an iron pin set in the new southerly right-of-way line of King Avenue, being 24.06 feet right of King Avenue Centerline of Construction station 100+00.00;

Thence the following four (4) courses and distances across said 22.2315 acre tract;

1. Thence South 30 deg. 51 min. 42 sec. East, a distance of 18.60 feet along the new southerly right-of-way line of King Avenue to an iron pin set, being 40.00 feet right of King Avenue Centerline of Construction station 100+09.60;
2. Thence South 30 deg. 51 min. 42 sec. East, a distance of 33.63 feet to a point, being 68.81 feet right of King Avenue Centerline of Construction station 100+26.94;
3. Thence South 58 deg. 41 min. 48 sec. West, a distance of 40.75 feet to a point, being 90.00 feet right of King Avenue Centerline of Construction station 99+90.00;
4. Thence North 39 deg. 54 min. 39 sec. West, a distance of 83.05 feet to the **Point of True Beginning** of the herein described parcel, containing 0.071 acres, more or less, of which 0.000 acres lies within the existing Present Road Occupied.

Bearings are for project use only and are based on the Ohio State Plane Coordinate System, South Zone, NAD 83 (2011), as measured in 2018 using static GPS methods and derived from NGS OPUS solution reports.

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All iron pins set are 3/4 inches in diameter rebar by 30 inches long with a yellow plastic cap stamped "STANTEC".

This description was prepared by Steven E. Rader, registered surveyor 7191, and is based upon a field survey for Warren County, from 2018 to 2020, by Stantec Consulting Services, Inc., under the direction of said surveyor. The survey plat of which is filed in Vol. 153, Plat 3R, of the Warren County Engineer's record of land surveys.

Instrument reference as of the date this survey was prepared: Official Record 1727, Page 710, of the Recorder's Office, Warren County, Ohio.



STANTEC CONSULTING SERVICES INC.

Steven E. Rader

11/19/20

Registered Surveyor No. 7191

Date

Resolution

Number 21-1447

Adopted Date October 26, 2021

ENTER INTO A RIGHT OF ENTRY AGREEMENT WITH PETER'S CARTRIDGE FACTORY, LLC, FOR THE KING AVENUE BRIDGE IMPROVEMENT PROJECT

WHEREAS, in order to improve the public safety of King Avenue Bridge, it is necessary to enter onto property, which is owned by Peter's Cartridge Factory, LLC, 1527 Madison Rd., Cincinnati, OH 45206; and

WHEREAS, the land for the Right of Entry required for the King Avenue Bridge Improvement Project is as follows:

Right of Entry	Parcel 28-WD - 0.112 acres
	Parcel 28-S - 0.027 acres
	Parcel 28-T1 - 0.013 acres
	Parcel 28-T2 - 0.185 acres

WHEREAS, the negotiated price for the Right of Entry is \$1.00; and

NOW THEREFORE BE IT RESOLVED, to enter into a Right of Entry Agreement with Peter's Cartridge Factory, LLC, for the King Avenue Bridge Improvement Project, a copy of which is attached hereto and made a part hereof, for the sum of \$1.00 as consideration thereof.

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

Mr. Young - yea
Mr. Grossmann - yea
Mrs. Jones - yea

Resolution adopted this 26th day of October 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a - Peter's Cartridge Factory, LLC.
Engineer (file)

CONTRACT FOR RIGHT OF ENTRY

PARCELS: 028-WD, S, T1, T2
WAR-CR282-0.97/PID 106724

The purpose of this Agreement is to allow the Warren County Board of County Commissioners to enter upon, occupy and have exclusive possession of the real property described in Exhibit A for the purposes of constructing a highway or facility incidental to the highway while the Parties attempt to negotiate further the sale and purchase of the property described in Exhibit A.

This Agreement is by and between the Warren County Board of County Commissioners ["LPA"] and Peter's Cartridge Factory, LLC, an Ohio limited liability company ["Owner"]. LPA and Owner are referred to collectively in this Agreement as "Parties."

In consideration of the mutual promises, agreements and covenants herein contained, the Parties contract as follows:

1. LPA shall pay to Owner the sum of \$1.00, which sum shall constitute the entire amount of consideration due to the Owner for granting to LPA the rights, interests and privileges described immediately below in Section 2.

Except as specified in this Agreement, in no event shall Owner be entitled to receive from LPA any interest, rent or other consideration of any kind for the period of time during which LPA occupies, possesses and uses the real property described in Exhibit A attached to this Agreement.

2. On and after the date this Right of Entry is signed by the Owner, LPA, its employees, agents, consulting engineers, contractors, subcontractors, utility companies and any other representatives of LPA shall have the irrevocable right to enter upon, occupy and have exclusive

possession of the real property described in Exhibit A for the purposes of constructing a highway or a facility incidental to the highway.

For consideration of the aforementioned sum to Owner, LPA shall have the right to physical possession of any land, and all buildings, houses, garages, sheds or any other types of structures, fixtures and other property, if any, located within or upon the real property described in Exhibit A.

If structures are within this described area, the terms and conditions of occupancy or non-occupancy and access are set forth in the attached Exhibit B.

The rights granted herein to the LPA shall terminate upon the occurrence of the LPA acquiring a recordable conveyance instrument for the necessary real property interest in the subject property or upon the expiration of one year from the date stated in Section 2, unless otherwise agreed to in writing between the parties.

3. Owner affirms that Owner is the true and lawful owner of the fee simple of the real property described in Exhibit A and/or Owner has the right and full power to grant to LPA the rights, interests and privileges described in Exhibit A.

4. Owner shall notify LPA of any prospective transfer of any of Owner's rights, titles or interests in the property. This notification shall be in writing not less than 14 days prior to the date on which the transfer is to be closed or otherwise consummated. If the transfer will be closed or otherwise consummated less than 14 days after Owner agrees to such transfer, then Owner shall provide to LPA such notification in writing immediately.

5. Owner acknowledges that LPA has the right to commence an action to appropriate the property described in Exhibit A and Exhibit B (if used) at any time it appears to the LPA that further negotiations with Owner are not warranted.

LPA agrees to commence promptly an action to appropriate the property described in Exhibit A and Exhibit B (if used) upon LPA's receipt from Owner of a written notice to commence an action to appropriate.

6. The Parties agree that the above mentioned \$1.00 shall be credited to and applied against the total purchase price the Parties may negotiate for the sale and purchase of the property described in Exhibit A, and the conveyance and transfer by the Owner to LPA.

7. The Parties agree that if LPA acquires the property described in Exhibit A and Exhibit B (if used) by way of an action to appropriate, then the abovementioned \$1.00 shall be credited to

and applied against any amount awarded to the Owner in such appropriation action. If the \$1.00 is greater than the amount awarded to Owner in such appropriation action, then Owner expressly agrees to refund promptly the difference to LPA.

8. Owner acknowledges that LPA has explained to Owner that no owner of property can be required to surrender possession of the same to LPA prior to:

- (i) the payment of the total agreed upon purchase price by LPA; or
- (ii) in the case of an appropriation, the deposit by LPA with the court, for the benefit of the owner, an amount not less than LPA's approved appraisal of the fair market value of the property; or
- (iii) the court award of compensation in the appropriation proceeding for the property.

Notwithstanding the rights described above, Owner in executing this Agreement waives such rights and permits LPA to occupy, possess and use the property described in Exhibit A and Exhibit B (if used).

9. Except and unless otherwise specifically modified by the terms and conditions of this Agreement, any and all rights, privileges, titles and interests in or to the property described in Exhibit A are preserved and retained by Owner.

10. Any and all of the terms, conditions and provisions of this Agreement shall be binding upon and shall pass to the benefit of LPA and Owner and their respective heirs, executors, administrators, successors and assigns.

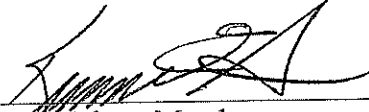
11. This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together shall constitute but one and the same instrument.

12. This instrument contains the entire agreement between the Parties, and it is expressly understood and agreed that no promises, provisions, terms, warranties, conditions or obligations whatever, express or implied, other than herein set forth, shall be binding upon either LPA or Owner.

13. No amendment or modification of this Agreement shall be valid or binding upon the Parties unless it is made in writing, cites this Agreement and is signed by LPA and Owner.

IN WITNESS WHEREOF, the Warren County Board of County Commissioners, and Peter's Cartridge Factory, LLC have executed this Agreement on the date(s) indicated immediately below their respective signatures.

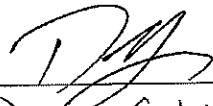
Peter's Cartridge Factory, LLC

BY: 

Ken Schon, Member

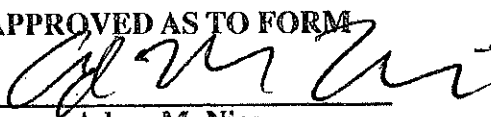
DATE: 10/20/21

Warren County Board of County Commissioners

SIGNATURE: 

PRINTED NAME: David G. Yang
TITLE: President
DATE: 10.20.21

APPROVED AS TO FORM



Adam M. Nice
Asst. Prosecuting Attorney

EXHIBIT A

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RX 250 WD

Rev. 06/09

Ver. Date 10/19/20

PID 106724

**PARCEL 28-WD
WAR-CR 282-0.97
ALL RIGHT, TITLE AND INTEREST IN FEE SIMPLE
IN THE FOLLOWING DESCRIBED PROPERTY
WITHOUT LIMITATION OF EXISTING ACCESS RIGHTS**

Grantor/Owner, for himself and his heirs, executors, administrators, successors and assigns, reserves all existing rights of ingress and egress to and from any residual area (as used herein, the expression "Grantor/Owner" includes the plural, and words in the masculine include the feminine or neuter).

[Surveyor's description of the premises follows]

Situate in the State of Ohio, County of Warren, Hamilton Township, Village of South Lebanon, located in Military Survey 1548, being part of the 12.056 acre tract conveyed to Peter's Cartridge Factory, LLC by deed of record in Document Number 2018-032217, records of the Recorder's Office, Warren County, Ohio, and being more particularly described as follows;

Being a parcel of land lying on the right side of the Centerline of Construction of Grandin Road (C.R. 150), as delineated upon the WAR-CR 282-0.97 Right-of-Way Plan on file with the Warren County Engineer's Office;

Beginning for Reference at a 1" iron pin found at the intersection of the centerline of Grandin Road (C.R. 150) and the common line of Military Surveys 1547 and 1548;

Thence North 40 deg. 09 min. 25 sec. West, a distance of 1944.63 feet along the common line of said Military Surveys 1547 and 1548 to a 5/8" iron pin found at the common corner of the 1.298 acre tract conveyed to Peter's Cartridge Factory Outparcel Holding, LLC by deed of record in Document Number 2018-032207 and the 33.780 acre tract conveyed to the State of Ohio, Department of Natural Resources by deed of record in Official Record 248, Page 740; said iron pin being 333.73 feet left of Grandin Road Centerline of Construction station 116+36.05;

Thence South 70 deg. 54 min. 00 sec. West, a distance of 278.63 feet along the common line of said 1.298 and 33.780 acre tracts to an iron pin set, being 55.45 feet left of Grandin Road Centerline of Construction station 116+50.12;

Thence continuing South 70 deg. 54 min. 00 sec. West, a distance of 60.40 feet (passing a 5/8" iron pin found at a distance of 30.40 feet) along the common line of said 1.298 and 33.780 acre tracts, to a point in the existing centerline of Grandin Road (C.R. 150), and the easterly line

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of said 12.056 acre tract, at a common corner of said 1.298 and 33.780 acre tracts; said point being 4.86 feet right of Grandin Road Centerline of Construction station 116+53.17;

Thence North 19 deg. 02 min. 12 sec. West, a distance of 289.87 feet along the existing centerline of Grandin Road, the easterly line of said 12.056 acre tract and the westerly lines of said 1.298 acre tract and the 0.936 conveyed to Peter's Cartridge Factory Outparcel Holding, LLC by deed of record in Document Number 2018-032127, to a point being 42.57 feet right of Grandin Road Centerline of Construction station 113+75.22; said point being the **Point of True Beginning** of the herein described parcel;

Thence South 70 deg. 48 min. 27 sec. West, a distance of 30.00 feet along a new division line through said 12.056 acre tract to an iron pin set in the existing westerly right-of-way line of Grandin Road, being 70.63 feet right of Grandin Road Centerline of Construction station 113+84.22;

Thence North 19 deg. 02 min. 12 sec. West, a distance of 53.17 feet along said existing westerly right-of-way line of Grandin Road, and along a new division line through said 12.056 acre tract to an iron pin set, being 89.73 feet right of Grandin Road Centerline of Construction station 113+36.57 (AHD);

Thence North 41 deg. 08 min. 43 sec. West, a distance of 78.18 feet along a new division line through said 12.056-acre tract, to an iron pin set in the northerly line of said 12.056 acre tract, being 105.22 feet right of Grandin Road Centerline of Construction station 112+06.24;

Thence the following two (2) courses and distances along the northerly lines of said 12.056 acre tract;

1. Thence North 70 deg. 31 min. 05 sec. East, a distance of 23.77 feet to an angle point, being 81.98 feet right of Grandin Road Centerline of Construction station 112+10.05;
2. Thence North 68 deg. 05 min. 05 sec. East, a distance of 35.70 feet to a 5/8" iron pin found in the existing centerline of Grandin Road at the northeasterly corner of said 12.056 acre tract, being 46.88 feet right of Grandin Road Centerline of Construction station 112+15.45;

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RX 250 WD

Thence the following two (2) courses and distances along the existing centerline of Grandin Road and the easterly line of said 12.056 acre tract;

1. Thence South 19 deg. 02 min. 12 sec. East, a distance of 4.77 feet to a point in the former southeasterly right-of-way line of the Little Miami Railroad (delineated on Track Map 170-8402-0-36), being the lands conveyed to the State of Ohio, Department of Natural Resources by deed of record in Official Record 31, Page 913, at a westerly corner of the 0.258 acre tract conveyed to Peter's Cartridge Factory Outparcel Holding, LLC by deed of record in Document Number 2019-035588; said point being 48.07 feet right of Grandin Road Centerline of Construction station 112+19.44;
2. Thence continuing South 19 deg. 02 min. 12 sec. East, a distance of 122.73 feet along the westerly line of said 0.258 acre tract, to the **Point of True Beginning** of the herein described parcel, containing 0.112 acres, more or less, of which 0.087 acres lies within the existing Present Road Occupied.

Bearings are for project use only and are based on the Ohio State Plane Coordinate System, South Zone, NAD 83 (2011), as measured in 2018 using static GPS methods and derived from NGS OPUS solution reports.

All iron pins set are 3/4 inches in diameter rebar by 30 inches long with a yellow plastic cap stamped "STANTEC".

This description was prepared by Steven E. Rader, registered surveyor 7191, and is based upon a field survey for Warren County, from 2018 to 2020, by Stantec Consulting Services, Inc., under the direction of said surveyor. The survey plat of which is filed in Vol. _____, Plat _____, of the Warren County Engineer's record of land surveys.

Instrument reference as of the date this survey was prepared: Document Number 2018-032217, of the Recorder's Office, Warren County, Ohio.



STANTEC CONSULTING SERVICES INC.

Steven E Rader
Registered Surveyor No. 7191

10/19/20
Date

EXHIBIT A

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RX 276 S

Ver. Date 09/30/20

PID 106724

**PARCEL 28-S
WAR-CR 282-0.97
PERPETUAL EASEMENT TO CONSTRUCT AND MAINTAIN A SEWER**

A perpetual easement for the construction and maintenance of a sewer in, upon and over the within described real estate. Grantor/Owner herein retains the right to use said real estate for any and all other purposes provided that such use does not interfere with nor impair the exercise of the easement herein granted (as used herein, the expression "Grantor/Owner" includes the plural, and words in the masculine include the feminine or neuter).

[Surveyor's description of the premises follows]

Situate in the State of Ohio, County of Warren, Hamilton Township, Village of South Lebanon, located in Military Survey 1548, being part of the 12.056 acre tract conveyed to Peter's Cartridge Factory, LLC by deed of record in Document Number 2018-032217, records of the Recorder's Office, Warren County, Ohio, and being more particularly described as follows;

Being a parcel of land lying on the right side of the Centerline of Construction of Grandin Road (C.R. 150), as delineated upon the WAR-CR 282-0.97 Right-of-Way Plan on file with the Warren County Engineer's Office;

Beginning for Reference at an iron pin set at the intersection of the new southwesterly right-of-way line of Grandin Road with the northerly line of said 12.056 acre tract, being 105.22 feet right of Grandin Road Centerline of Construction station 112+06.24;

Thence South 41 deg. 08 min. 43 sec. East, a distance of 78.18 feet, along the new southwesterly right-of-way line of Grandin Road, across said 12.056 acre tract to an iron pin set in the existing westerly line of Grandin Road, being 89.73 feet right of Grandin Road Centerline of Construction station 113+36.57 (AHD); said iron pin being the **Point of True Beginning** of the herein described parcel;

Thence South 19 deg. 02 min. 12 sec. East, a distance of 15.75 feet along said existing westerly line of Grandin Road to a point, being 84.04 feet right of Grandin Road Centerline of Construction station 113+51.25;

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Thence the following five (5) courses and distances across said 12.056 acre tract;

1. Thence South 53 deg. 50 min. 16 sec. West, a distance of 39.42 feet to a point, being 114.97 feet right of Grandin Road Centerline of Construction station 113+75.69;
2. Thence South 30 deg. 12 min. 53 sec. East, a distance of 23.48 feet to a point, being 102.86 feet right of Grandin Road Centerline of Construction station 113+90.25;
3. Thence South 59 deg. 47 min. 07 sec. West, a distance of 15.00 feet to a point, being 116.00 feet right of Grandin Road Centerline of Construction station 113+95.28;
4. Thence North 30 deg. 12 min. 53 sec. West, a distance of 37.05 feet to a point, being 134.90 feet right of Grandin Road Centerline of Construction station 113+72.26;
5. Thence North 53 deg. 50 min. 16 sec. East, a distance of 57.57 feet to the **Point of True Beginning** of the herein described parcel, containing 0.027 acres, more or less, of which 0.000 acres lies within the existing Present Road Occupied.

Bearings are for project use only and are based on the Ohio State Plane Coordinate System, South Zone, NAD 83 (2011), as measured in 2018 using static GPS methods and derived from NGS OPUS solution reports.

All iron pins set are 3/4 inches in diameter rebar by 30 inches long with a yellow plastic cap stamped "STANTEC".

This description was prepared by Steven E. Rader, registered surveyor 7191, and is based upon a field survey for Warren County, from 2018 to 2020, by Stantec Consulting Services, Inc., under the direction of said surveyor. The survey plat of which is filed in Vol. _____, Plat _____, of the Warren County Engineer's record of land surveys.

Instrument reference as of the date this survey was prepared: Document Number 2018-032217, of the Recorder's Office, Warren County, Ohio.



STANTEC CONSULTING SERVICES INC.

Steven E. Rader
Registered Surveyor No. 7191

9/30/20
Date

EXHIBIT A

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LPA RX 887 T

Ver. Date 09/30/20

PID 106724

**PARCEL 28-T1
WAR-CR 282-0.97
TEMPORARY EASEMENT FOR THE PURPOSE OF
PERFORMING THE WORK NECESSARY TO
MINOR GRADING
FOR 24 MONTHS FROM DATE OF ENTRY BY THE
WARREN COUNTY ENGINEER'S OFFICE, WARREN COUNTY, OHIO**

[Surveyor's description of the premises follows]

Situate in the State of Ohio, County of Warren, Hamilton Township, Village of South Lebanon, located in Military Survey 1548, being part of the 12.056 acre tract conveyed to Peter's Cartridge Factory, LLC by deed of record in Document Number 2018-032217, records of the Recorder's Office, Warren County, Ohio, and being more particularly described as follows;

Being a parcel of land lying on the right side of the Centerline of Construction of Grandin Road (C.R. 150) and the right side of the Little Miami Trail, as delineated upon the WAR-CR 282-0.97 Right-of-Way Plan on file with the Warren County Engineer's Office;

Beginning at an iron pin set at the intersection of the new southwesterly right-of-way line of Grandin Road with the northerly line of said 12.056 acre tract, being 105.22 feet right of Grandin Road Centerline of Construction station 112+06.24, and 57.63 feet right of Little Miami Trail Centerline of Construction station 902+88.79;

Thence South 41 deg. 08 min. 43 sec. East, a distance of 13.60 feet along the new southwesterly right-of-way line of Grandin Road to a point, being 103.11 feet right of Grandin Road Centerline of Construction station 112+16.21;

Thence the following two (2) courses and distances across said 12.056 acre tract;

1. Thence South 74 deg. 21 min. 29 sec. West, a distance of 18.80 feet to a point, being 68.06 feet right of Little Miami Trail Centerline of Construction station 902+75.00;
2. Thence South 80 deg. 29 min. 47 sec. West, a distance of 65.69 feet to a point in the northerly line of said 12.056 acre tract, being 54.20 feet right of Little Miami Trail Centerline of Construction station 902+13.72;

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Thence North 70 deg. 31 min. 05 sec. East, a distance of 78.43 feet along the northerly line of said 12.056 acre tract to the **Point of True Beginning** of the herein described parcel, containing 0.013 acres, more or less, of which 0.000 acres lies within the existing Present Road Occupied.

Bearings are for project use only and are based on the Ohio State Plane Coordinate System, South Zone, NAD 83 (2011), as measured in 2018 using static GPS methods and derived from NGS OPUS solution reports.

All iron pins set are 3/4 inches in diameter rebar by 30 inches long with a yellow plastic cap stamped "STANTEC".

This description was prepared by Steven E. Rader, registered surveyor 7191, and is based upon a field survey for Warren County, from 2018 to 2020, by Stantec Consulting Services, Inc., under the direction of said surveyor. The survey plat of which is filed in Vol. _____, Plat _____, of the Warren County Engineer's record of land surveys.

Instrument reference as of the date this survey was prepared: Document Number 2018-032217, of the Recorder's Office, Warren County, Ohio.



STANTEC CONSULTING SERVICES INC.

Steven E. Rader 9/30/20
Registered Surveyor No. 7191 Date

EXHIBIT A

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LPA RX 887 T

Ver. Date 09/30/20

PID 106724

**PARCEL 28-T2
WAR-CR 282-0.97
TEMPORARY EASEMENT FOR THE PURPOSE OF
PERFORMING THE WORK NECESSARY TO
MINOR GRADING
FOR 24 MONTHS FROM DATE OF ENTRY BY THE
WARREN COUNTY ENGINEER'S OFFICE, WARREN COUNTY, OHIO**

[Surveyor's description of the premises follows] -

Situate in the State of Ohio, County of Warren, Hamilton Township, Village of South Lebanon, located in Military Survey 1548, being part of the 12.056 acre tract conveyed to Peter's Cartridge Factory, LLC by deed of record in Document Number 2018-032217, records of the Recorder's Office, Warren County, Ohio, and being more particularly described as follows;

Being a parcel of land lying on the right side of the Centerline of Construction of Grandin Road (C.R. 150), as delineated upon the WAR-CR 282-0.97 Right-of-Way Plan on file with the Warren County Engineer's Office;

Beginning at an iron pin set in the existing westerly right-of-way of Grandin Road, at the southwesterly corner of the proposed 0.112 acre tract (Parcel 28-WD), being 70.63 feet right of Grandin Road Centerline of Construction station 113+84.22;

Thence the following seven (7) courses and distances across said 12.056 acre tract;

1. Thence South 70 deg. 48 min. 27 sec. West, a distance of 47.84 feet to a point at the southwesterly corner of a Proposed Sewer Easement (Parcel 28-S), being 116.00 feet right of Grandin Road Centerline of Construction station 113+95.28;
2. Thence continuing South 70 deg. 48 min. 27 sec. West, a distance of 9.16 feet to a point, being 124.76 feet right of Grandin Road Centerline of Construction station 113+97.09;
3. Thence South 34 deg. 51 min. 20 sec. West, a distance of 36.31 feet to a point, being 147.77 feet right of Grandin Road Centerline of Construction station 114+15.28;
4. Thence South 59 deg. 30 min. 09 sec. West, a distance of 30.27 feet to a point, being 175.61 feet right of Grandin Road Centerline of Construction station 114+22.50;

EXHIBIT A

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5. Thence North 31 deg. 19 min. 06 sec. West, a distance of 79.08 feet to a point, being 212.43 feet right of Grandin Road Centerline of Construction station 113+83.03;
6. Thence North 73 deg. 33 min. 43 sec. East, a distance of 106.06 feet to a point on the northerly line of said Proposed Sewer Easement, being 111.79 feet right of Grandin Road Centerline of Construction station 113+54.00;
7. Thence North 16 deg. 24 min. 30 sec. West, a distance of 66.94 feet to a point in the new southwesterly right-of-way line of Grandin Road, being 102.92 feet right of Grandin Road Centerline of Construction station 112+17.20;

Thence the following two (2) courses and distances along the new southwesterly right-of-way lines of Grandin Road;

Thence South 41 deg. 08 min. 43 sec. East, a distance of 63.24 feet to an iron pin set in the existing westerly right-of-way line of Grandin Road, being 89.73 feet right of Grandin Road Centerline of Construction station 113+36.57 (AHD);

Thence South 19 deg. 02 min. 12 sec. East, a distance of 53.17 feet along the existing right-of-way line of Grandin Road, to the **Point of True Beginning** of the herein described parcel, containing 0.185 acres, more or less, of which 0.000 acres lies within the existing Present Road Occupied, and 0.027 acres lies within the Proposed Sewer Easement (Parcel 28-S), leaving a Net Take of 0.158 acres for the Temporary Easement.

Bearings are for project use only and are based on the Ohio State Plane Coordinate System, South Zone, NAD 83 (2011), as measured in 2018 using static GPS methods and derived from NGS OPUS solution reports.

All iron pins set are 3/4 inches in diameter rebar by 30 inches long with a yellow plastic cap stamped "STANTEC".

EXHIBIT A

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LPA RX 887 T

This description was prepared by Steven E. Rader, registered surveyor 7191, and is based upon a field survey for Warren County, from 2018 to 2020, by Stantec Consulting Services, Inc., under the direction of said surveyor. The survey plat of which is filed in Vol. _____, Plat _____, of the Warren County Engineer's record of land surveys.

Instrument reference as of the date this survey was prepared: Document Number 2018-032217, of the Recorder's Office, Warren County, Ohio.



STANTEC CONSULTING SERVICES INC.

Steven E Rader 9/30/20
Registered Surveyor No. 7191 Date

EXHIBIT B
To
CONTRACT FOR RIGHT OF ENTRY

PARCELS: 028-WD, S, T1, T2

WAR-CR282-0.97/PID 106724

If structures are within the area described in Exhibit A, the terms and conditions of occupancy or non-occupancy and access are set forth in this Exhibit.

THERE ARE NO STRUCTURES WITHIN THE AREA DESCRIBED IN EXHIBIT A

Resolution

Number 21-1448

Adopted Date October 26, 2021

ENTER INTO A RIGHT OF ENTRY AGREEMENT WITH PETER'S CARTRIDGE FACTORY OUTPARCEL HOLDING, LLC FOR THE KING AVENUE BRIDGE IMPROVEMENT PROJECT

WHEREAS, in order to improve the public safety of King Avenue Bridge, it is necessary to enter onto property, which is owned by Peter's Cartridge Factory Outparcel Holding, LLC, 1527 Madison Rd., Cincinnati, OH 45206; and

WHEREAS, the land for the Right of Entry required for the King Avenue Bridge Improvement Project is as follows:

Right of Entry	Parcel 12-WD - 0.160 acres
	Parcel 12-U - 0.070 acres
	Parcel 12-T - 0.134 acres

WHEREAS, the negotiated price for the Right of Entry is \$1.00; and

NOW THEREFORE BE IT RESOLVED, to enter into a Right of Entry Agreement with Peter's Cartridge Factory Outparcel Holding, LLC, for the King Avenue Bridge Improvement Project, a copy of which is attached hereto and made a part hereof, for the sum of \$1.00 as consideration thereof.

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

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

Resolution adopted this 26th day of October 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a – Peter's Cartridge Factory Outparcel Holding, LLC.
Engineer (file)

CONTRACT FOR RIGHT OF ENTRY

PARCELS: 012-WD, U, T
WAR-CR282-0.97/PID 106724

The purpose of this Agreement is to allow the Warren County Board of County Commissioners to enter upon, occupy and have exclusive possession of the real property described in Exhibit A for the purposes of constructing a highway or facility incidental to the highway while the Parties attempt to negotiate further the sale and purchase of the property described in Exhibit A.

This Agreement is by and between the Warren County Board of County Commissioners ["LPA"] and Peter's Cartridge Factory Outparcel Holding, LLC, an Ohio limited liability company ["Owner"]. LPA and Owner are referred to collectively in this Agreement as "Parties."

In consideration of the mutual promises, agreements and covenants herein contained, the Parties contract as follows:

1. LPA shall pay to Owner the sum of \$1.00, which sum shall constitute the entire amount of consideration due to the Owner for granting to LPA the rights, interests and privileges described immediately below in Section 2.

Except as specified in this Agreement, in no event shall Owner be entitled to receive from LPA any interest, rent or other consideration of any kind for the period of time during which LPA occupies, possesses and uses the real property described in Exhibit A attached to this Agreement.

2. On and after the date this Right of Entry is signed by the Owner, LPA, its employees, agents, consulting engineers, contractors, subcontractors, utility companies and any other representatives of LPA shall have the irrevocable right to enter upon, occupy and have exclusive

possession of the real property described in Exhibit A for the purposes of constructing a highway or a facility incidental to the highway.

For consideration of the aforementioned sum to Owner, LPA shall have the right to physical possession of any land, and all buildings, houses, garages, sheds or any other types of structures, fixtures and other property, if any, located within or upon the real property described in Exhibit A.

If structures are within this described area, the terms and conditions of occupancy or non-occupancy and access are set forth in the attached Exhibit B.

The rights granted herein to the LPA shall terminate upon the occurrence of the LPA acquiring a recordable conveyance instrument for the necessary real property interest in the subject property or upon the expiration of one year from the date stated in Section 2, unless otherwise agreed to in writing between the parties.

3. Owner affirms that Owner is the true and lawful owner of the fee simple of the real property described in Exhibit A and/or Owner has the right and full power to grant to LPA the rights, interests and privileges described in Exhibit A.

4. Owner shall notify LPA of any prospective transfer of any of Owner's rights, titles or interests in the property. This notification shall be in writing not less than 14 days prior to the date on which the transfer is to be closed or otherwise consummated. If the transfer will be closed or otherwise consummated less than 14 days after Owner agrees to such transfer, then Owner shall provide to LPA such notification in writing immediately.

5. Owner acknowledges that LPA has the right to commence an action to appropriate the property described in Exhibit A and Exhibit B (if used) at any time it appears to the LPA that further negotiations with Owner are not warranted.

LPA agrees to commence promptly an action to appropriate the property described in Exhibit A and Exhibit B (if used) upon LPA's receipt from Owner of a written notice to commence an action to appropriate.

6. The Parties agree that the above mentioned \$1.00 shall be credited to and applied against the total purchase price the Parties may negotiate for the sale and purchase of the property described in Exhibit A, and the conveyance and transfer by the Owner to LPA.

7. The Parties agree that if LPA acquires the property described in Exhibit A and Exhibit B (if used) by way of an action to appropriate, then the abovementioned \$1.00 shall be credited to

and applied against any amount awarded to the Owner in such appropriation action. If the \$1.00 is greater than the amount awarded to Owner in such appropriation action, then Owner expressly agrees to refund promptly the difference to LPA.

8. Owner acknowledges that LPA has explained to Owner that no owner of property can be required to surrender possession of the same to LPA prior to:

- (i) the payment of the total agreed upon purchase price by LPA; or
- (ii) in the case of an appropriation, the deposit by LPA with the court, for the benefit of the owner, an amount not less than LPA's approved appraisal of the fair market value of the property; or
- (iii) the court award of compensation in the appropriation proceeding for the property.

Notwithstanding the rights described above, Owner in executing this Agreement waives such rights and permits LPA to occupy, possess and use the property described in Exhibit A and Exhibit B (if used).

9. Except and unless otherwise specifically modified by the terms and conditions of this Agreement, any and all rights, privileges, titles and interests in or to the property described in Exhibit A are preserved and retained by Owner.

10. Any and all of the terms, conditions and provisions of this Agreement shall be binding upon and shall pass to the benefit of LPA and Owner and their respective heirs, executors, administrators, successors and assigns.

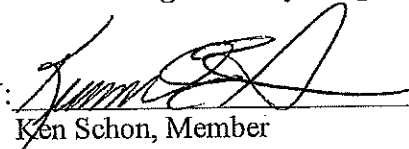
11. This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together shall constitute but one and the same instrument.

12. This instrument contains the entire agreement between the Parties, and it is expressly understood and agreed that no promises, provisions, terms, warranties, conditions or obligations whatever, express or implied, other than herein set forth, shall be binding upon either LPA or Owner.

13. No amendment or modification of this Agreement shall be valid or binding upon the Parties unless it is made in writing, cites this Agreement and is signed by LPA and Owner.


IN WITNESS WHEREOF, the Warren County Board of County Commissioners, and Peter's Cartridge Factory Outparcel Holding, LLC have executed this Agreement on the date(s) indicated immediately below their respective signatures.

Peter's Cartridge Factory Outparcel Holding, LLC

BY: 
Ken Schon, Member

DATE: 10/20/21

Warren County Board of County Commissioners

SIGNATURE: 
PRINTED NAME: David G. Young
TITLE: President
DATE: 10-26-21

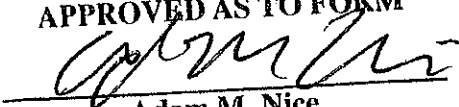
APPROVED AS TO FORM

Adam M. Nice
Asst. Prosecuting Attorney

EXHIBIT A

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Rev. 06/09

RX 250 WD

Ver. Date 06/17/21

PID 106724

**PARCEL 12-WD
WAR-CR 282-0.97
ALL RIGHT, TITLE AND INTEREST IN FEE SIMPLE
IN THE FOLLOWING DESCRIBED PROPERTY
WITHOUT LIMITATION OF EXISTING ACCESS RIGHTS**

Grantor/Owner, for himself and his heirs, executors, administrators, successors and assigns, reserves all existing rights of ingress and egress to and from any residual area (as used herein, the expression "Grantor/Owner" includes the plural, and words in the masculine include the feminine or neuter).

[Surveyor's description of the premises follows]

Situate in the State of Ohio, County of Warren, Township of Deerfield, located in Section 12, Township 4, Range 2, and being part of the 19.8554 acre tract conveyed to Peter's Cartridge Factory Outparcel Holding, LLC, by deed of record in Document Number 2019-035589, records of the Recorder's Office, Warren County, Ohio, and being more particularly described as follows;

Being a parcel of land lying on the right side of the Centerline of Construction of King Avenue (C.R. 282), as delineated upon the WAR-CR 282-0.97 Right-of-Way Plan on file with the Warren County Engineer's Office;

Beginning for Reference at a 5/8" iron pin found with "S-7450" cap, at the southeasterly corner of Lot 40 (Open Space) of the King's Meadows subdivision of record in Plat Book 78, Page 9, being a westerly corner of the original 65.283 acre tract conveyed to the Board of Township Trustees of Deerfield Township, Ohio, by deed of record in Official Record 2400, Page 153; said iron pin being 498.15 feet left of King Avenue Centerline of Construction station 104+15.13;

Thence South 87 deg. 03 min. 13 sec. West, a distance of 147.12 feet along the southerly line of said Lot 40, and a northerly line of said original 65.283 acre tract, to a point at the northeasterly corner of the 5.002 acre tract conveyed to the Board of Township Trustees of Deerfield Township, Ohio, by deed of record in Official Record 2400, Page 153, being 435.55 feet left of King Avenue Centerline of Construction station 103+56.19;

EXHIBIT A

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RX 250 WD

Thence South 23 deg. 45 min. 00 sec. West, a distance of 362.64 feet (passing an iron pin found with "S-7450" cap, at a distance of 300.99 feet) along the common line of said original 65.283 and 5.002 acre tracts to a point in the existing centerline of right-of-way of King Avenue (as delineated upon said WAR-CR 282-0.97 Right-of-Way plan), being the northerly line of the 22.2315 acre tract conveyed to Little Miami, Inc., by deed of record in Official Record 1727, Page 710, at a common corner of said original 65.283 and 5.002 acre tracts, being 76.72 feet left of King Avenue Centerline of Construction station 103+23.88;

Thence the following two (2) courses and distances along said existing centerline of right-of-way of King Avenue and the common line of said 5.002 and 22.2315 acre tracts;

1. Thence South 52 deg. 40 min. 25 sec. West, a distance of 21.43 feet to a railroad spike set, being 60.55 feet left of King Avenue Centerline of Construction station 103+12.02;
2. Thence South 75 deg. 53 min. 17 sec. West, a distance of 77.21 feet to a point being 34.23 feet left of King Avenue Centerline of Construction station 102+47.57;

Thence South 17 deg. 55 min. 57 sec. East, a distance of 79.62 feet across said 22.2315 acre tract, to a point in the existing northerly right-of-way line of King Avenue, at a common corner of said 22.2315 and 19.8554 acre tracts, being 40.21 feet right of King Avenue Centerline of Construction station 102+76.20; said point being further located as being North 72 deg. 45 min. 08 sec. East, a distance of 2.21 feet from a 5/8" iron pin found with an illegible cap; said point being the **Point of True Beginning** of the herein described parcel;

Thence continuing South 17 deg. 55 min. 57 sec. East, a distance of 31.95 feet along the common line of said 22.2315 and 19.8554 acre tracts to a point at the westerly corner of the 0.309 acre tract conveyed to the Warren County Commissioners by deed of record in Official Record 394, Page 327, being 69.33 feet right of King Avenue Centerline of Construction station 102+91.65; said point being further located as South 51 deg. 56 min. 48 sec. West, a distance of 4.85 feet from an iron pin found;

Thence continuing South 17 deg. 55 min. 57 sec. East, a distance of 141.27 feet along the existing centerline of King Avenue, and the common line of said 0.309 and 19.8554 acre tracts, to a point at the southwesterly corner of said 0.309 acre tract; said point being 186.43 feet right of King Avenue Centerline of Construction station 104+16.77;

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Thence South 72 deg. 04 min. 03 sec. West, a distance of 30.00 feet along a new division line through said 19.8554 acre tract to an iron pin set in the existing westerly right-of-way line of King Avenue, being 206.22 feet right of King Avenue Centerline of Construction station 103+68.57;

Thence North 17 deg. 55 min. 57 sec. West, a distance of 110.12 feet along the existing westerly right-of-way line of King Avenue, a new division line through said 19.8554 acre tract, to an iron pin set being 110.00 feet right of King Avenue Centerline of Construction station 102+72.19;

Thence the following two (2) courses and distances along new division lines through said 19.8554 acre tract;

1. Thence North 89 deg. 07 min. 53 sec. West, a distance of 63.78 feet to an iron pin set, being 110.00 feet right of King Avenue Centerline of Construction station 102+00.00;
2. Thence North 66 deg. 10 min. 50 sec. West, a distance of 12.13 feet to an iron pin set in the common line of said 22.2315 and 19.8554 acre tracts, being 105.14 feet right of King Avenue Centerline of Construction station 101+88.89;

Thence the following two (2) courses and distances along the common line of said 22.2315 and 19.8554 acre tracts;

1. Thence North 53 deg. 23 min. 20 sec. East, a distance of 73.29 feet to a point in the existing westerly right-of-way line of King Avenue, being 61.21 feet right of King Avenue Centerline of Construction station 102+48.28;
2. Thence North 51 deg. 56 min. 48 sec. East, a distance of 31.95 feet along the existing northerly right-of-way line of King Avenue, to the **Point of True Beginning** of the herein described parcel, containing 0.160 acres, more or less, of which 0.115 acres lies within the existing Present Road Occupied.

Bearings are for project use only and are based on the Ohio State Plane Coordinate System, South Zone, NAD 83 (2011), as measured in 2018 using static GPS methods and derived from NGS OPUS solution reports.

All iron pins set are 3/4 inches in diameter rebar by 30 inches long with a yellow plastic cap stamped "STANTEC".

EXHIBIT A

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RX 250 WD

This description was prepared by Steven E. Rader, registered surveyor 7191, and is based upon a field survey for Warren County, from 2018 to 2020, by Stantec Consulting Services, Inc., under the direction of said surveyor. The survey plat of which is filed in Vol. _____, Plat _____, of the Warren County Engineer's record of land surveys.

Instrument reference as of the date this survey was prepared: Document Number 2019-035589, of the Recorder's Office, Warren County, Ohio.



STANTEC CONSULTING SERVICES INC.

Steven E Rader 6/17/21
Registered Surveyor No. 7191 Date

EXHIBIT A

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RX 282 U

Ver. Date 10/19/20

PID 106724

**PARCEL 12-U
WAR-CR 282-0.97
PERPETUAL EASEMENT FOR UTILITY PURPOSES
IN THE NAME AND FOR THE USE OF
CITY OF MASON, OHIO**

A perpetual easement with the right to erect, construct, install, lay and thereafter use, operate, inspect, repair, maintain, replace, relocate, and remove waterlines, as well as branch waterlines and service lines from a waterline to the road right-of-way, and valves, fittings, meters, hydrants and other accessories over, under, across, and through the following described real property.

[Surveyor's description of the premises follows]

Situate in the State of Ohio, County of Warren, Township of Deerfield, located in Section 12, Township 4, Range 2, and being part of the 19.8554 acre tract conveyed to Peter's Cartridge Factory Outparcel Holding, LLC, by deed of record in Document Number 2019-035589, records of the Recorder's Office, Warren County, Ohio, and being more particularly described as follows;

Being a parcel of land lying on the right side of the Centerline of Construction of King Avenue (C.R. 282), as delineated upon the WAR-CR 282-0.97 Right-of-Way Plan on file with the Warren County Engineer's Office;

Beginning for Reference at a point in the existing centerline of King Avenue, being the easterly line of said 19.8554 acre tract, at the southwesterly corner of the 0.309 acre tract conveyed to the Warren County Commissioners by deed of record in Official Record 394, Page 327; said point being 186.43 feet right of King Avenue Centerline of Construction station 104+16.77;

Thence South 72 deg. 04 min. 03 sec. West, a distance of 30.00 feet across said 19.8554 acre tract to an iron pin set in the existing westerly right-of-way line of King Avenue, being 206.22 feet right of King Avenue Centerline of Construction station 103+68.57;

Thence North 17 deg. 55 min. 57 sec. West, a distance of 110.12 feet along the existing westerly right-of-way line of King Avenue, and across said 19.8554 acre tract to an iron pin set in the new southerly right-of-way line of King Avenue, being 110.00 feet right of King Avenue Centerline of Construction station 102+72.19;

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Thence North 89 deg. 07 min. 53 sec. West, a distance of 30.90 feet along the new southerly right-of-way line of King Avenue, and across said 19.8554 acre tract, to a point being 110.39 feet right of King Avenue Centerline of Construction station 102+32.88; said point being the **Point of True Beginning** of the herein described parcel;

Thence the following three (3) courses and distances across said 19.8554 acre tract;

1. Thence South 41 deg. 22 min. 33 sec. West, a distance of 139.00 feet to a point, being 215.00 feet right of King Avenue Centerline of Construction station 101+41.34;
2. Thence North 24 deg. 13 min. 01 sec. West, a distance of 27.45 feet to a point, being 190.00 feet right of King Avenue Centerline of Construction station 101+30.00;
3. Thence North 41 deg. 22 min. 33 sec. East, a distance of 106.30 feet to an iron pin set in the new southerly right-of-way line of King Avenue, being 110.00 feet right of King Avenue Centerline of Construction station 102+00.00;

Thence South 89 deg. 07 min. 53 sec. East, a distance of 32.88 feet along the new southerly right-of-way line of King Avenue, and across said 19.8554 acre tract, to the **Point of True Beginning** of the herein described parcel, containing 0.070 acres, more or less, of which 0.000 acres lies within the existing Present Road Occupied.

Bearings are for project use only and are based on the Ohio State Plane Coordinate System, South Zone, NAD 83 (2011), as measured in 2018 using static GPS methods and derived from NGS OPUS solution reports.

All iron pins set are 3/4 inches in diameter rebar by 30 inches long with a yellow plastic cap stamped "STANTEC".

EXHIBIT A

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RX 282 U

This description was prepared by Steven E. Rader, registered surveyor 7191, and is based upon a field survey for Warren County, from 2018 to 2020, by Stantec Consulting Services, Inc., under the direction of said surveyor. The survey plat of which is filed in Vol. _____, Plat _____, of the Warren County Engineer's record of land surveys.

Instrument reference as of the date this survey was prepared: Document Number 2019-035589, of the Recorder's Office, Warren County, Ohio.



STANTEC CONSULTING SERVICES INC.

Steven E Rader

10/19/20

Registered Surveyor No. 7191

Date

EXHIBIT A

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LPA RX 887 T

Ver. Date 09/30/20

PID 106724

**PARCEL 12-T
WAR-CR 282-0.97
TEMPORARY EASEMENT FOR THE PURPOSE OF
PERFORMING THE WORK NECESSARY TO
REMOVE EXISTING BRIDGE AND ROADWAY,
AND FOR MINOR GRADING
FOR 24 MONTHS FROM DATE OF ENTRY BY THE
WARREN COUNTY ENGINEER'S OFFICE, WARREN COUNTY, OHIO**

[Surveyor's description of the premises follows]

Situate in the State of Ohio, County of Warren, Township of Deerfield, located in Section 12, Township 4, Range 2, and being part of the 19.8554 acre tract conveyed to Peter's Cartridge Factory Outparcel Holding, LLC, by deed of record in Document Number 2019-035589, records of the Recorder's Office, Warren County, Ohio, and being more particularly described as follows;

Being a parcel of land lying on the right side of the Centerline of Construction of King Avenue (C.R. 282), as delineated upon the WAR-CR 282-0.97 Right-of-Way Plan on file with the Warren County Engineer's Office;

Beginning for Reference at a point in the existing centerline of King Avenue, being the easterly line of said 19.8554 acre tract, at the southwesterly corner of the 0.309 acre tract conveyed to the Warren County Commissioners by deed of record in Official Record 394, Page 327; said point being 186.43 feet right of King Avenue Centerline of Construction station 104+16.77;

Thence South 72 deg. 04 min. 03 sec. West, a distance of 30.00 feet across said 19.8554 acre tract to an iron pin set in the existing westerly right-of-way line of King Avenue, being 206.22 feet right of King Avenue Centerline of Construction station 103+68.57; said point being the **Point of True Beginning** of the herein described parcel;

Thence South 17 deg. 55 min. 57 sec. East, a distance of 45.00 feet along the existing westerly right-of-way line of King Avenue to a point, being 239.06 feet right of King Avenue Centerline of Construction station 104+46.58;

EXHIBIT A

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Thence the following three (3) courses and distances across said 19.8554 acre tract;

1. Thence North 70 deg. 06 min. 11 sec. West, a distance of 47.81 feet to a point, being 240.00 feet right of King Avenue Centerline of Construction station 103+10.00;
2. Thence North 18 deg. 01 min. 57 sec. West, a distance of 86.39 feet to a point, being 160.00 feet right of King Avenue Centerline of Construction station 102+40.00;
3. Thence North 38 deg. 47 min. 43 sec. West, a distance of 38.59 feet to a point in the southeasterly line of a Proposed Utility Easement (Parcel 12-U), being 130.00 feet right of King Avenue Centerline of Construction station 102+15.72;

Thence North 41 deg. 22 min. 33 sec. East, a distance of 26.06 feet along the proposed southeasterly line of Parcel 12-U, and across said 19.8554 acre tract, to a point in the new southerly right-of-way line of King Avenue, being 110.39 feet right of King Avenue Centerline of Construction station 102+32.88;

Thence South 89 deg. 07 min. 53 sec. East, a distance of 30.90 feet along the new southerly right-of-way line of King Avenue to an iron pin set in the existing westerly right-of-way line of King Avenue, being 110.00 feet right of King Avenue Centerline of Construction station 102+72.19;

Thence South 17 deg. 55 min. 57 sec. East, a distance of 110.12 feet along the existing westerly right-of-way line of King Avenue, and across said 19.8554 acre tract, to the **Point of True Beginning** of the herein described parcel, containing 0.134 acres, more or less, of which 0.000 acres lies within the existing Present Road Occupied.

EXHIBIT A

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LPA RX 887 T

Rev. 07/09

Bearings are for project use only and are based on the Ohio State Plane Coordinate System, South Zone, NAD 83 (2011), as measured in 2018 using static GPS methods and derived from NGS OPUS solution reports.

All iron pins set are 3/4 inches in diameter rebar by 30 inches long with a yellow plastic cap stamped "STANTEC".

This description was prepared by Steven E. Rader, registered surveyor 7191, and is based upon a field survey for Warren County, from 2018 to 2020, by Stantec Consulting Services, Inc., under the direction of said surveyor. The survey plat of which is filed in Vol. _____, Plat _____, of the Warren County Engineer's record of land surveys.

Instrument reference as of the date this survey was prepared: Document Number 2019-035589, of the Recorder's Office, Warren County, Ohio.



STANTEC CONSULTING SERVICES INC.

Steven E. Rader

9/30/20

Registered Surveyor No. 7191

Date

EXHIBIT B
To
CONTRACT FOR RIGHT OF ENTRY

PARCELS: 012-WD, U, T

WAR-CR282-0.97/PID 106724

If structures are within the area described in Exhibit A, the terms and conditions of occupancy or non-occupancy and access are set forth in this Exhibit.

THERE ARE NO STRUCTURES WITHIN THE AREA DESCRIBED IN EXHIBIT A

Resolution

Number 21-1449

Adopted Date October 26, 2021

ENTER INTO A RIGHT OF ENTRY AGREEMENT WITH PETER'S CARTRIDGE FACTORY OUTPARCEL HOLDING, LLC FOR THE KING AVENUE BRIDGE IMPROVEMENT PROJECT

WHEREAS, in order to improve the public safety of King Avenue Bridge, it is necessary to enter onto property, which is owned by Peter's Cartridge Factory Outparcel Holding, LLC, 1527 Madison Rd., Cincinnati, OH 45206; and

WHEREAS, the land for the Right of Entry required for the King Avenue Bridge Improvement Project is as follows:

Right of Entry	Parcel 27-WD - 1.243 acres
	Parcel 27-CH - 0.017 acres

WHEREAS, the negotiated price for the Right of Entry is \$1.00; and

NOW THEREFORE BE IT RESOLVED, to enter into a Right of Entry Agreement with Peter's Cartridge Factory Outparcel Holding, LLC, for the King Avenue Bridge Improvement Project, a copy of which is attached hereto and made a part hereof, for the sum of \$1.00 as consideration thereof.

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

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

Resolution adopted this 26th day of October 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a – Peter's Cartridge Factory Outparcel Holding, LLC
Engineer (file)

CONTRACT FOR RIGHT OF ENTRY

PARCELS: 027-WD, CH
WAR-CR282-0.97/PID 106724

The purpose of this Agreement is to allow the Warren County Board of County Commissioners to enter upon, occupy and have exclusive possession of the real property described in Exhibit A for the purposes of constructing a highway or facility incidental to the highway while the Parties attempt to negotiate further the sale and purchase of the property described in Exhibit A.

This Agreement is by and between the Warren County Board of County Commissioners ["LPA"] and Peter's Cartridge Factory Outparcel Holding, LLC, an Ohio limited liability company ["Owner"]. LPA and Owner are referred to collectively in this Agreement as "Parties."

In consideration of the mutual promises, agreements and covenants herein contained, the Parties contract as follows:

1. LPA shall pay to Owner the sum of \$1.00, which sum shall constitute the entire amount of consideration due to the Owner for granting to LPA the rights, interests and privileges described immediately below in Section 2.

Except as specified in this Agreement, in no event shall Owner be entitled to receive from LPA any interest, rent or other consideration of any kind for the period of time during which LPA occupies, possesses and uses the real property described in Exhibit A attached to this Agreement.

2. On and after the date this Right of Entry is signed by the Owner, LPA, its employees, agents, consulting engineers, contractors, subcontractors, utility companies and any other representatives of LPA shall have the irrevocable right to enter upon, occupy and have exclusive

possession of the real property described in Exhibit A for the purposes of constructing a highway or a facility incidental to the highway.

For consideration of the aforementioned sum to Owner, LPA shall have the right to physical possession of any land, and all buildings, houses, garages, sheds or any other types of structures, fixtures and other property, if any, located within or upon the real property described in Exhibit A.

If structures are within this described area, the terms and conditions of occupancy or non-occupancy and access are set forth in the attached Exhibit B.

The rights granted herein to the LPA shall terminate upon the occurrence of the LPA acquiring a recordable conveyance instrument for the necessary real property interest in the subject property or upon the expiration of one year from the date stated in Section 2, unless otherwise agreed to in writing between the parties.

3. Owner affirms that Owner is the true and lawful owner of the fee simple of the real property described in Exhibit A and/or Owner has the right and full power to grant to LPA the rights, interests and privileges described in Exhibit A.

4. Owner shall notify LPA of any prospective transfer of any of Owner's rights, titles or interests in the property. This notification shall be in writing not less than 14 days prior to the date on which the transfer is to be closed or otherwise consummated. If the transfer will be closed or otherwise consummated less than 14 days after Owner agrees to such transfer, then Owner shall provide to LPA such notification in writing immediately.

5. Owner acknowledges that LPA has the right to commence an action to appropriate the property described in Exhibit A and Exhibit B (if used) at any time it appears to the LPA that further negotiations with Owner are not warranted.

LPA agrees to commence promptly an action to appropriate the property described in Exhibit A and Exhibit B (if used) upon LPA's receipt from Owner of a written notice to commence an action to appropriate.

6. The Parties agree that the above mentioned \$1.00 shall be credited to and applied against the total purchase price the Parties may negotiate for the sale and purchase of the property described in Exhibit A, and the conveyance and transfer by the Owner to LPA.

7. The Parties agree that if LPA acquires the property described in Exhibit A and Exhibit B (if used) by way of an action to appropriate, then the abovementioned \$1.00 shall be credited to

and applied against any amount awarded to the Owner in such appropriation action. If the \$1.00 is greater than the amount awarded to Owner in such appropriation action, then Owner expressly agrees to refund promptly the difference to LPA.

8. Owner acknowledges that LPA has explained to Owner that no owner of property can be required to surrender possession of the same to LPA prior to:

- (i) the payment of the total agreed upon purchase price by LPA; or
- (ii) in the case of an appropriation, the deposit by LPA with the court, for the benefit of the owner, an amount not less than LPA's approved appraisal of the fair market value of the property; or
- (iii) the court award of compensation in the appropriation proceeding for the property.

Notwithstanding the rights described above, Owner in executing this Agreement waives such rights and permits LPA to occupy, possess and use the property described in Exhibit A and Exhibit B (if used).

9. Except and unless otherwise specifically modified by the terms and conditions of this Agreement, any and all rights, privileges, titles and interests in or to the property described in Exhibit A are preserved and retained by Owner.

10. Any and all of the terms, conditions and provisions of this Agreement shall be binding upon and shall pass to the benefit of LPA and Owner and their respective heirs, executors, administrators, successors and assigns.

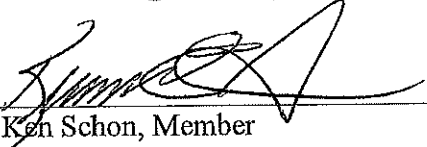
11. This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together shall constitute but one and the same instrument.

12. This instrument contains the entire agreement between the Parties, and it is expressly understood and agreed that no promises, provisions, terms, warranties, conditions or obligations whatever, express or implied, other than herein set forth, shall be binding upon either LPA or Owner.

13. No amendment or modification of this Agreement shall be valid or binding upon the Parties unless it is made in writing, cites this Agreement and is signed by LPA and Owner.

IN WITNESS WHEREOF, the Warren County Board of County Commissioners, and Peter's Cartridge Factory Outparcel Holding, LLC have executed this Agreement on the date(s) indicated immediately below their respective signatures.

Peter's Cartridge Factory Outparcel Holding, LLC

BY: 
Ken Schon, Member

DATE: 10/20/21

Warren County Board of County Commissioners

SIGNATURE: 

PRINTED NAME: David G. Young

TITLE: President

DATE: 10-20-21

APPROVED AS TO FORM



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

EXHIBIT A

Page 1 of 3

Rev. 06/09

RX 250 WD

Ver. Date 10/21/20

PID 106724

**PARCEL 27-WD
WAR-CR 282-0.97
ALL RIGHT, TITLE AND INTEREST IN FEE SIMPLE
IN THE FOLLOWING DESCRIBED PROPERTY
WITHOUT LIMITATION OF EXISTING ACCESS RIGHTS**

Grantor/Owner, for himself and his heirs, executors, administrators, successors and assigns, reserves all existing rights of ingress and egress to and from any residual area (as used herein, the expression "Grantor/Owner" includes the plural, and words in the masculine include the feminine or neuter).

[Surveyor's description of the premises follows]

Situate in the State of Ohio, County of Warren, Hamilton Township, Village of South Lebanon, located in Military Survey 1548, being all of the 0.258 acre tract, being 0.653 acres of the 0.936 acre tract, and being 0.342 acres of the 1.298 acre tract, conveyed to Peter's Cartridge Factory Outparcel Holding, LLC by deeds of record in Document Number 2019-035588, Document Number 2018-032127, and Document Number 2018-032207, respectively, records of the Recorder's Office, Warren County, Ohio, and being more particularly described as follows;

Being a parcel of land lying on the left and right sides of the Centerline of Construction of Grandin Road (C.R. 150), as delineated upon the WAR-CR 282-0.97 Right-of-Way Plan on file with the Warren County Engineer's Office;

Beginning for Reference at a 1" iron pin found at the intersection of the centerline of Grandin Road (C.R. 150) and the common line of Military Surveys 1547 and 1548;

Thence North 40 deg. 09 min. 25 sec. West, a distance of 1944.63 feet along the common line of said Military Surveys 1547 and 1548 to a 5/8" iron pin found at the common corner of said 1.298 acre tract and the 33.780 acre tract conveyed to the State of Ohio, Department of Natural Resources by deed of record in Official Record 248, Page 740; said iron pin being 333.73 feet left of Grandin Road Centerline of Construction station 116+36.05;

Thence South 70 deg. 54 min. 00 sec. West, a distance of 278.63 feet along the common line of said 1.298 and 33.780 acre tracts to an iron pin set, being 55.45 feet left of Grandin Road Centerline of Construction station 116+50.12; said iron pin being the **Point of True Beginning** of the herein described parcel;

EXHIBIT A

Page 2 of 3

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Thence South 70 deg. 54 min. 00 sec. West, a distance of 60.40 feet (passing a 5/8" iron pin found at a distance of 30.40 feet) along the common line of said 1.298 and 33.780 acre tracts, to a point in the existing centerline of Grandin Road (C.R. 150), at a common corner of said 1.298 and 33.780 acre tracts; said point being 4.86 feet right of Grandin Road Centerline of Construction station 116+53.17;

Thence the following two (2) courses and distances along the existing centerline of Grandin Road and the westerly lines of said 1.298, 0.936, and 0.258 acre tracts;

1. Thence North 19 deg. 02 min. 12 sec. West, a distance of 289.87 feet to a point being 42.57 feet right of Grandin Road Centerline of Construction station 113+75.22;
2. Thence continuing North 19 deg. 02 min. 12 sec. West, a distance of 122.73 feet to a point in the former southeasterly right-of-way line of the Little Miami Railroad (delineated on Track Map 170-8402-0-36), being the lands conveyed to the State of Ohio, Department of Natural Resources by deed of record in Official Record 31, Page 913, at a westerly corner of said 0.258 acre tract; said point being 48.07 feet right of Grandin Road Centerline of Construction station 112+19.44;

Thence along said former southeasterly right-of-way line of the Little Miami Railroad and the northwesterly line of said 0.258 acre tract, with a curve to the left, having a radius of 1518.31 feet, an arc length of 173.76 feet, a central angle of 06 deg. 33 min. 25 sec., the chord to which bears North 64 deg. 52 min. 44 sec. East, a chord distance of 173.66 feet to a point in the common line of Military Surveys 1548 and 1547, at a northerly corner of said 0.258 acre tract; said point being 124.40 feet left of Grandin Road Centerline of Construction station 112+38.04;

Thence the following two (2) courses and distances along the common line of Military Surveys 1548 and 1547, and the northeasterly line of said 0.258 acre tract;

1. Thence South 40 deg. 09 min. 25 sec. East, a distance of 23.49 feet along said former southeasterly right-of-way line of the Little Miami Railroad to an angle point in said right-of-way line, at a westerly corner of the 25.600 acre tract conveyed to The State of Ohio, Department of Natural Resources by deed of record in Official Record 269 Page 464; said point being 129.05 feet left of Grandin Road Centerline of Construction station 112+54.22; said point being further located as being approximately North 37 deg. West, a distance of 0.5 feet from a steel post found;

EXHIBIT A

RX 250 WD

- 2. Thence continuing South 40 deg. 09 min. 25 sec. East, a distance of 50.30 feet to a point at a common corner of said 0.258 and 0.936 acre tracts, being 140.46 feet left of Grandin Road Centerline of Construction station 113+02.86; said point being further located as North 71 deg. 16 min. 39 sec. East, a distance of 0.23 feet from a 1/2" iron pin found;

Thence the following three (3) courses and distances along new division lines through said 0.936 and 1.298 acre tracts;

- 1. Thence South 03 deg. 04 min. 49 sec. West, a distance of 129.24 feet to an iron pin set, being 115.00 feet left of Grandin Road Centerline of Construction station 113+65.00;
- 2. Thence South 10 deg. 16 min. 40 sec. West, a distance of 165.01 feet to an iron pin set, being 60.00 feet left of Grandin Road Centerline of Construction station 115+51.27
- 3. Thence South 13 deg. 34 min. 20 sec. East, a distance of 98.95 feet to the **Point of True Beginning** of the herein described parcel, containing 1.243 acres, more or less, of which 0.329 acres lies within the existing Present Road Occupied.

Bearings are for project use only and are based on the Ohio State Plane Coordinate System, South Zone, NAD 83 (2011), as measured in 2018 using static GPS methods and derived from NGS OPUS solution reports.

All iron pins set are 3/4 inches in diameter rebar by 30 inches long with a yellow plastic cap stamped "STANTEC".

This description was prepared by Steven E. Rader, registered surveyor 7191, and is based upon a field survey for Warren County, from 2018 to 2020, by Stantec Consulting Services, Inc., under the direction of said surveyor. The survey plat of which is filed in Vol. _____, Plat _____, of the Warren County Engineer's record of land surveys.

Instrument references as of the date this survey was prepared: Document Number 2019-035588, Document Number 2018-032127, and Document Number 2018-032207, of the Recorder's Office, Warren County, Ohio.



STANTEC CONSULTING SERVICES INC.

Steven E. Rader 10/21/20
 Registered Surveyor No. 7191 Date

EXHIBIT A

Page 1 of 2

Rev. 06/09

RX 278 CH

Ver. Date 09/30/20

PID 106724

**PARCEL 27-CH
WAR-CR 282-0.97**

PERPETUAL EASEMENT TO CONSTRUCT AND MAINTAIN A CHANNEL

A perpetual easement for the construction and maintenance of a perpetual watercourse, ditch, channel or other drainage facility upon the within described real estate. Grantor/Owner herein retains the right to use said real estate for any and all other purposes provided that such use does not interfere with nor impair the exercise of the easement herein granted (as used herein; the expression "Grantor/Owner" includes the plural, and words in the masculine include the feminine or neuter).

[Surveyor's description of the premises follows]

Situate in the State of Ohio, County of Warren, Hamilton Township, Village of South Lebanon, located in Military Survey 1548, being part of the 1.298 acre tract, conveyed to Peter's Cartridge Factory Outparcel Holding, LLC by deed of record in Document Number 2018-032207, respectively, records of the Recorder's Office, Warren County, Ohio, and being more particularly described as follows;

Being a parcel of land lying on the left side of the Centerline of Construction of Grandin Road (C.R. 150), as delineated upon the WAR-CR 282-0.97 Right-of-Way Plan on file with the Warren County Engineer's Office;

Beginning for Reference at an iron pin set at the intersection of the new easterly right-of-way line of Grandin Road and the common line of said 1.298 acre tract and the 33.780 acre tract conveyed to the State of Ohio, Department of Natural Resources by deed of record in Official Record 248, Page 740, being 55.45 feet left of Grandin Road Centerline of Construction station 116+50.12;

Thence the following two (2) courses and distances along said new easterly right-of-way line of Grandin Road, and across said 1.298 acre tract;

1. Thence North 13 deg. 34 min. 20 sec. West, a distance of 98.95 feet to an iron pin set, being 60.00 feet left of Grandin Road Centerline of Construction station 115+51.27;
2. Thence North 10 deg. 16 min. 40 sec. East, a distance of 34.59 feet to a point, being 74.32 feet left of Grandin Road Centerline of Construction station 115+15.00; said point being the **Point of True Beginning** of the herein described parcel;

EXHIBIT A

RX 278 CH

Thence continuing North 10 deg. 16 min. 40 sec. East, a distance of 56.90 feet along said new easterly right-of-way line of Grandin Road, and across said 1.298 acre tract to a point, being 94.82 feet left of Grandin Road Centerline of Construction station 114+60.00;

Thence the following two (2) courses and distances across said 1.298 acre tract;

1. Thence South 23 deg. 36 min. 20 sec. East, a distance of 45.57 feet to a point, being 105.00 feet left of Grandin Road Centerline of Construction station 115+05.00;
2. Thence South 63 deg. 23 min. 34 sec. West, a distance of 31.76 feet to the **Point of True Beginning** of the herein described parcel, containing 0.017 acres, more or less, of which 0.000 acres lies within the existing Present Road Occupied.

Bearings are for project use only and are based on the Ohio State Plane Coordinate System, South Zone, NAD 83 (2011), as measured in 2018 using static GPS methods and derived from NGS OPUS solution reports.

All iron pins set are 3/4 inches in diameter rebar by 30 inches long with a yellow plastic cap stamped "STANTEC".

This description was prepared by Steven E. Rader, registered surveyor 7191, and is based upon a field survey for Warren County, from 2018 to 2020, by Stantec Consulting Services, Inc., under the direction of said surveyor. The survey plat of which is filed in Vol. _____, Plat _____, of the Warren County Engineer's record of land surveys.

Instrument reference as of the date this survey was prepared: Document Number 2018-032207, of the Recorder's Office, Warren County, Ohio.



STANTEC CONSULTING SERVICES INC.

Steven E. Rader 9/30/20
Registered Surveyor No. 7191 Date

EXHIBIT B
To
CONTRACT FOR RIGHT OF ENTRY

PARCELS: 027-WD, CH

WAR-CR282-0.97/PID 106724

If structures are within the area described in Exhibit A, the terms and conditions of occupancy or non-occupancy and access are set forth in this Exhibit.

THERE ARE NO STRUCTURES WITHIN THE AREA DESCRIBED IN EXHIBIT A

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 21-1450

Adopted Date October 26, 2021

ENTER INTO A CONTRACT WITH OHIO DEPARTMENT OF HEALTH FOR THE TUBERCULOSIS FUNDING ON BEHALF OF THE WARREN COUNTY COMBINED HEALTH DISTRICT

BE IT RESOLVED, to approve and enter into a contract with Ohio Department of Health for the Tuberculosis funding on behalf on the Warren County Combined Health District; said agreement attached hereto and made a part hereof.

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

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

Resolution adopted this 26th day of October 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—Ohio Department of Health
Health Dept (file)
OMB

**OHIO DEPARTMENT OF HEALTH
TUBERCULOSIS FUNDING AGREEMENT**

This Tuberculosis Funding Agreement ("Agreement") is between:

Ohio Department of Health ("ODH")
Bureau of Infectious Diseases, Tuberculosis/Healthcare-Associated Infections Program
Sarah Mitchell, Program Manager ("ODH Agreement Manager")
246 N. High Street, Columbus, Ohio 43215
614-387-0652
sarah.mitchell@odh.ohio.gov

AND

Entity Name ("Recipient" or "County Commissioner"): Warren County Board of Commissioners
Entity Contact Name ("Authorized Representative"): President, Commissioner David G. Young
Entity Address: 406 Justice Drive, Lebanon, Ohio 45036
Contact Phone Number: (513) 695-1250
Contact Email Address: David.Young@co.warren.oh.us
OAKS ID Number- Address Code: 154931-1

For the purpose of this Agreement, the term "Party" or "Parties" may be used to refer to either ODH and/or Recipient/County Commissioner individually or collectively. This Agreement must be signed by Recipient and returned along with required attachments to ODH, at Procurement@odh.ohio.gov and Sarah Mitchell (sarah.mitchell@odh.ohio.gov) within fourteen (14) days. A copy of the fully executed Agreement will be returned to Recipient.

1. **PURPOSE & OBJECTIVE.** All Ohio counties will be eligible to receive funds to offset the cost of public health activities associated with Tuberculosis ("TB") cases that complete an approved course of treatment. The provision of such funds and services will benefit the citizens of Ohio in a manner consistent with the overall mission of the Ohio Department of Health to protect and improve the health of all Ohioans. Eligibility criteria are based upon standards of care set forth in the American Thoracic Society ("ATS"), Centers for Disease Control and Prevention ("CDC") and Infectious Disease Society of America ("IDSA") guidance documents, and are referenced in Ohio Revised Code ("O.R.C.") 339.71 through 339.89 and Ohio Administrative Code ("O.A.C.") 3701-15-01 through 3701-15-03. CDC considers this project to be (1) increasing Human Resource Development ("HRD") for the prevention and control of TB through education and training activities, and; (2) increasing the capacity for appropriate medical evaluation and management of persons with TB disease and infection through medical consultation, for which disclosure of protected health information by covered entities is authorized by section 164.512(b) of Health Insurance Portability and Accountability Act ("HIPAA").
2. **REQUIRED QUALIFICATIONS.** Recipient must be an office of an Ohio County Commissioner.
3. **AGREEMENT TERM.** Subject to §8 and other terms and conditions specified in this Agreement:

3.1. "Agreement Beginning Date" shall be defined as the date indicated here, or the date of Agreement execution by both Parties, whichever is later:

9/1/2021

3.2. "Agreement Ending Date" shall be defined as the date indicated here, the date of Agreement termination or the date to which the Agreement has been extended:

12/31/2021

3.3. "Agreement Period" shall be defined as the time between the "Agreement Beginning Date" and "Agreement Ending Date" unless prior to the expiration date, the Agreement is renewed, terminated, or cancelled in accordance with the Agreement Terms and Conditions. Any reference to the Agreement Period shall include any renewal terms.

4. AGREEMENT FUNDING.

4.1. "Agreement Funding Source" shall be defined as:

Center for Disease Control and Prevention (CDC) – Tuberculosis Elimination and Laboratory Cooperative Agreement

4.2. Federal Award Identification Number (FAIN):

NU52PS910184

4.3. CFDA Number:

93.116

4.4. Ohio Statute Authorizing Administration of the Program:

Ohio Revised Code ("O.R.C.") 3701.04(A)(4) & 3701.146

5. ATTACHMENTS & ACKNOWLEDGEMENTS. Attachments specified in this Agreement are made a part hereof, and are incorporated as terms and conditions of this Agreement. PLEASE READ CAREFULLY AND INITIAL EACH PARAGRAPH BELOW:

- █ Recipient affirms that they have read and understand and agree to be bound by the Scope of Activities, Deliverables & Subsidy terms in §7 below, and by the Agreement Terms and Conditions in §8 below;
- █ If Recipient is not currently a registered vendor with the State of Ohio, Recipient must register online using the OAKS Supplier Self-Registration module at www.supplier.obm.ohio.gov;
- █ Recipient must complete and submit with this Agreement an Affirmation and Disclosure Form attached and marked Attachment A;
- █ Recipient certifies its non-profit status and authority to do business in Ohio;
- █ Recipient must submit with this Agreement verification of any required licenses, registrations or other qualifications required by this Agreement;
- █ Recipient certifies it is not debarred from consideration for any state or federal government contracts and it is not subject to any unresolved finding for recovery; and
- █ Effective March 28, 2019, if the Agreement Funding Source identified in §4.1. of this Agreement is one of the following listed funding sources, Recipient must certify that it does not perform nontherapeutic abortions; promote nontherapeutic abortions; contract with any entity that performs or promotes nontherapeutic abortions; nor will Recipient become nor is Recipient currently affiliated with any entity that performs or promotes nontherapeutic abortions as defined in O.R.C. §9.04:
 - Violence Against Women Act;
 - Breast and Cervical Cancer Mortality Prevention Act;
 - Infertility prevention project;
 - Minority HIV/AIDS initiative; or
 - State of Ohio funds, including infant mortality reduction or infant vitality initiatives.

6. FEDERAL NOTICE OF AWARD RESTRICTIONS, DISCLAIMERS, EXCEPTIONS and/or MATERIAL BREACH. In the event of a conflict of terms, the terms and conditions of this Agreement shall take precedence over any conflicting terms in attachments.

6.1. Federal Notice of Award restrictions:

6.1.1. **Audit Requirements:** If 45 CFR 75 Subpart F applies, subrecipients receiving CDC funds under this Agreement must meet applicable audit requirements set forth in 45 CFR 75.

6.1.2. **Required Disclosures for Federal Awardee Performance and Integrity Information System (FAPIIS):** Consistent with 45 CFR 75.113, applicants and recipients must disclose in a timely manner, in writing to the CDC, with a copy to the HHS Office of Inspector General (OIG), all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Subrecipients must disclose, in a timely manner in writing to the prime recipient (pass through entity) and the HHS OIG, all

information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Disclosures must be sent in writing to the CDC and to the HHS OIG at the following addresses:

CDC, Office of Grants Services

Romero Stokes, Grants Management
Officer Centers for Disease Control and
Prevention Infectious Disease Services
2939 Flowers Road, MS-TV
2 Atlanta, GA 30341
Email: rstokes@cdc.gov

AND

U.S. Department of Health and Human Services
Office of the Inspector General
ATTN: Mandatory Grant Disclosures, Intake Coordinator
330 Independence Avenue, SW
Cohen Building, Room 5527
Washington, DC 20201
Fax: (202)-205-0604 (Include "Mandatory Grant Disclosures" in subject line) or
Email: MandatoryGranteeDisclosures@oig.hhs.gov

This mandatory disclosure requirement must be included in all subawards and contracts under this award. Failure to make required disclosures can result in any of the remedies described in 45 CFR 75.371

Remedies for noncompliance, including suspension or debarment (See 2 CFR parts 180 and 376, and 31U.S.C. 3321).

CDC is required to report any termination of a federal award prior to the end of the period of performance due to material failure to comply with the terms and conditions of this award in the OMB-designated integrity and performance system accessible through SAM (currently FAPIIS). (45 CFR 75.372(b)) CDC must also notify the recipient if the federal award is terminated for failure to comply with the federal statutes, regulations, or terms and conditions of the federal award. (45 CFR 75.373(b))

Remainder of Page Left Intentionally Blank. Signature Page Immediately Follows.

IN WITNESS WHEREOF, the Parties by signing below indicate their agreement to this Agreement.

ON BEHALF OF COUNTY COMMISSIONER

OHIO DEPARTMENT OF HEALTH


[Signature, Blue Ink Please]

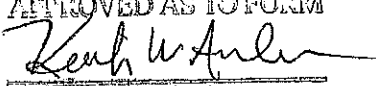
Bruce Vanderhoff, MD, MBA, Director of Health

David C. Young, President
[Print Name & Title]

Date

10-26-21
Date

Remainder of Page Left Intentionally Blank. Scope of Activities, Deliverables & Subsidy & General Terms and Conditions Immediately Follow this Page.

APPROVED AS TO FORM

Keith W. Anderson
Asst. Prosecuting Attorney

7. SCOPE OF ACTIVITIES, DELIVERABLES & SUBSIDY.

	Scope of Activities and/or Deliverables (Due Date and Subsidy only noted if Applicable or Required)	Due Date	Subsidy
	During the Agreement Period, County Commissioner and ODH agree that County Commissioner shall complete the following activities and ODH will disburse amounts as indicated:		
7.1.	<p>Offices of County Commissioners will support public health activities associated with reporting, investigation and case management of tuberculosis patients that completed treatment between 1/1/2020-12/31/2020. The following criteria must be met and documented in ODRS to receive payment:</p> <ol style="list-style-type: none"> 1. Anti-TB drug regimen must meet American Thoracic Society (ATS)/Centers for Disease Control and Prevention (CDC)/Infectious Disease Society of America (IDSA) treatment guidelines and be appropriate for susceptibility pattern, severity of disease and underlying comorbidities. 2. Directly observed therapy (DOT) must be performed and documented according to dosing and intervals that are consistent with ATS/CDC/IDSA guidelines. 3. Treatment completion dates and doses for the anti-TB drug regimen must be documented. 4. HIV status must be documented as negative, positive, or refused. 5. For pulmonary TB cases, sputum specimens must be collected to document whether culture conversion occurred within 60 days of treatment initiation. 6. For culture positive cases, one specimen must be submitted to the Ohio Department of Health Laboratory for genotyping/whole-genome sequencing. 7. All high-priority contacts must be entered into the disease surveillance system. High priority contacts are defined as household contacts, contacts under age 5 years, contacts with medical risk or immunocompromised, or anyone with total duration of known contact greater than or equal to 8 hours. 8. Cases must receive 80% of their care in the county for that county to claim eligibility. 	12/31/2021	
7.2.	<p>County Commissioners shall submit an invoice related to the costs of the work associated with this Agreement. Mandatory requirements on invoice:</p> <ol style="list-style-type: none"> 1. Time period when work was performed (1/1/2020-12/31/2020); 2. List of ODRS numbers for all eligible cases that met criteria; 3. Total number of eligible cases; 4. Description of services provided (e.g. TB control staff salaries, travel, medical consultation, education); and <p>Invoice example is attached to the Agreement.</p>	12/31/2021	\$ 3,375 per TB case meeting treatment standards
TOTAL AGREEMENT AMOUNT			<p>Not to Exceed \$ 3,375</p>

Terms & Conditions Immediately Follow this Page.

8. AGREEMENT TERMS AND CONDITIONS.

- 8.1. Mutual Promises & Covenants. In consideration of the mutual promises expressed in this Agreement and intending to be legally bound, Recipient agrees to perform, and ODH agrees to pay Recipient, in accordance with §7 and the terms of this Agreement.
- 8.2. Scope of Activities, Deliverables, and Subsidy. Recipient shall provide work, services, products and deliverables in the time and manner and for the Subsidy specified in §7 and any attachment specified or incorporated into this Agreement. In consideration, ODH agrees to pay the Subsidy as set forth in §7. If at any time during the term of this Agreement, ODH determines that Recipient is not using the funds allocated in accordance with the terms of this Agreement or if data, including reports, are not entered in a timely manner, ODH may withhold future payments.
- 8.2.1. Total Agreement Amount. The Total Agreement Amount, as indicated in §7, includes the cost for all services, travel, or any other expenses that Recipient may incur as a result of Recipient's performance of this Agreement. Recipient shall not submit claims for expenses.
- 8.2.2. The Office of County Commissioner shall monitor the work under this Agreement.
- 8.2.3. The Office of County Commissioner waives the interest provisions of O.R.C. 126.30.
- 8.2.4. Subject to the provisions of O.R.C. 126.07 and O.R.C. 131.33, which shall at all times govern this Agreement, ODH represents that it intends to maintain this Agreement for the full Agreement Period set forth in this Agreement and has no reason to believe that it will not have sufficient funds to enable it to make all payments due. ODH further represents that it will use best efforts to obtain the appropriation of any necessary funds during the Agreement Period.
- 8.2.5. Funds Availability. Recipient understands and agrees that this Agreement is contingent upon the availability of lawful appropriations by the Ohio General Assembly and/or if applicable another Agreement Funding Source. The Funding Source will subsidize multiple Recipients under this program. Invoices will be paid out on a first-come-first-served basis. If the Funding Source is depleted or the Ohio General Assembly discontinues funding ODH for the activity specified in this Agreement, this Agreement is terminated as of the date funding expires without further obligation of ODH, State of Ohio, or any other Agreement Funding Source. If ODH has knowledge of insufficient funds to make future payments under this Agreement, ODH will notify Recipient.
- 8.2.6. ODH will not pay the Subsidy to Recipient for any work performed prior to receipt of written notification from the ODH Agreement Manager that the requirements of O.R.C. 126.07 and, if applicable, O.R.C. 127.16 have been met. ODH will not pay the Subsidy to Recipient for any work performed after the Agreement Ending Date, as applicable.
- 8.2.7. Invoices. Recipient shall invoice ODH in accordance with §7 for work or services Recipient provides. An itemized statement listing the services provided, the dates services were provided, and the amount of payment due shall accompany the invoice. Invoices shall be sent to ODH, ATTN: Accounts Payable, P.O. Box 118, Columbus, Ohio 43216-0118. ODH will make payment to Recipient within thirty (30) days of receipt of a valid invoice for the amount of payment due pursuant to Ohio Administrative Code 126-3-01. ODH shall return any invalid or incomplete invoice to Recipient within fifteen (15) days after ODH receives the invoice. An explanation will accompany the invoice that states the reason for return and any information needed to correct the invoice. Final invoices for services provided under this Agreement shall be submitted by Recipient no later than thirty (30) days after the end of the Agreement Period.
- 8.2.7.1. Electronic Commerce Program. The State of Ohio is an active participant in the E-Commerce to include Electronic Data Interchange (EDI). This program will benefit both the State and the Recipient by reducing time delays in receiving invoices and making payments that are associated with the existing manual processes. The Recipient is encouraged to move toward compliance with electronic commerce technologies, as this will be the preferred method of doing business with the State of Ohio. Information regarding E-Commerce is available on the Office of Budget and Management's website at www.supplier.obm.ohio.gov.
- 8.2.8. Recipient shall furnish its own support staff and services as necessary for the satisfactory performance of this Agreement. Unless otherwise specified in this Agreement, ODH will not provide any staff, services, or material to Recipient for the purpose of assisting Recipient's performance.
- 8.2.9. ODH may, from time to time as it deems appropriate, communicate specific instructions and requests to Recipient concerning the performance of the work described in this Agreement. Upon such notice and within ten (10) days after receipt of instructions, Recipient shall comply with such instructions and fulfill such requests to the satisfaction of ODH. It is expressly understood by the Parties that these instructions

and requests are for the sole purpose of ensuring satisfactory completion of the work described in this Agreement and are not intended to amend or alter this Agreement or any part thereof. The Agreement Manager will communicate all such instructions and requests to Recipient.

- 8.2.10. If the Agreement Funding Source identified in §4.1. of this Agreement is one of the following listed funding sources, Recipient certifies that Recipient does not perform nontherapeutic abortions; promote nontherapeutic abortions; contract with any entity that performs or promotes nontherapeutic abortions; is or will become affiliated with any entity that performs or promotes nontherapeutic abortions as defined in O.R.C. §9.04:

8.2.10.1. Violence Against Women Act;

8.2.10.2. Breast and Cervical Cancer Mortality Prevention Act;

8.2.10.3. Infertility prevention project;

8.2.10.4. Minority HIV/AIDS initiative; and/or

8.2.10.5. State of Ohio funds, including infant mortality reduction or infant vitality initiatives.

Any failure by Recipient to comply with this section shall be treated as a material breach of this Agreement.

- 8.3. Agreement Period; Extension. This Agreement shall be effective on the Agreement Beginning Date and shall remain in effect until the Agreement Ending Date. Upon written mutual consent of both parties, this Agreement may be renewed or extended past the Agreement Ending Date, subject to the same terms and conditions of this Agreement and subject to any federal and state directives, regulations, laws, Request for Quote or Request for Proposals relating to the subject matter of this Agreement.

- 8.4. Suspension and Termination. ODH may suspend or terminate this Agreement for any reason thirty (30) days after delivery of written notice to Recipient. ODH may suspend or terminate this Agreement immediately after delivery of written notice to Recipient if ODH (i) discovers any illegal conduct on the part of Recipient; (ii) discovers any violation of this Agreement regarding Conflict of Interest and Ethics Laws; (iii) discovers any violation regarding a Drug Free Workplace; (iv) discovers any violation of the funding restriction specified in §8.2.10; (v) is subject to a loss of funding as specified in §8.2.5; (vi) discovers that Recipient or any of its subcontractors has performed any services under this Agreement in violation of §8.12 regarding Prohibition of the Expenditure of Public Funds for Offshore Services; or (vii) discovers or is notified that a petition in bankruptcy or similar proceeding has been filed by or against Recipient. If at any time during the Agreement Period a bankruptcy or similar proceeding has been filed by or against Recipient, Recipient shall immediately notify ODH of the filing.

- 8.4.1. Recipient to Cease Work and Other Agreement Activities. Recipient, upon receipt of notice of suspension or termination, shall cease work on the suspended or terminated activities under this Agreement, suspend or terminate any subcontracts relating to such suspended or terminated activities, take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report, as of the date of receipt of notice of suspension or termination describing the status of all work under this Agreement, including without limitation, results accomplished, conclusions resulting therefrom, and such other matters as ODH may require. Any unused subsidies must be returned to ODH upon termination.

- 8.4.2. Determining Subsidy after Agreement Suspension or Termination. In the event of suspension or termination under this Agreement, with the exception of termination for violation of §8.2.10 and §8.12, Recipient shall be entitled to the Subsidy, upon submission of a proper invoice, for the work performed prior to receipt of notice of termination or suspension, which shall be calculated by ODH based on the Subsidy set forth in §7 and §8.2, less any funds previously paid by or on behalf of ODH. ODH shall not be liable for any further claims, and the claims submitted by Recipient shall not exceed the total amount of Subsidy allowed by this Agreement.

8.5. Breach or Default.

- 8.5.1. Material Breach. Upon a Material Breach of the Agreement, as designated in §8.2.10 and §8.12, ODH may unilaterally terminate this Agreement without payment of the Subsidy to Recipient as a material breach is understood by the Parties to be so significant that it has destroyed the value of the Agreement and, due to the nature of the services that Recipient offers the State of Ohio, a Material Breach would undermine the sole purpose of the Agreement.

- 8.5.2. Upon breach or default by Recipient of any of the provisions, obligations or duties provided for in this Agreement, ODH may exercise all administrative, contractual, equitable or legal remedies available, without limitation. The waiver of any occurrence of breach or default is not a waiver of subsequent occurrences, and ODH retains the right to exercise all remedies provided for in this Agreement.

- 8.5.3. If ODH or Recipient fail to perform an obligation or obligations under this Agreement and thereafter such failure is waived by the other party; such waiver shall be limited to the particular failure so waived and shall not be deemed to waive other failures hereunder. Waiver by ODH shall not be effective unless it is in writing and signed by the Director of Health or his or her designee, except that Agreement Manager may agree in writing to non-substantial changes to §7, such as changes in form, format, deadlines, or other minimal changes that do not diminish the value of the specified work or deliverable.
- 8.6. Independent Contractor. It is fully understood and agreed that Recipient is an independent contractor and is not an agent, servant, or employee of the State of Ohio or the Ohio Department of Health (for purposes of O.R.C. Chapter 145) solely on the basis of this Agreement. No agency, employment, joint venture or partnership has been or will be created between the Parties hereto pursuant to the terms and conditions of this Agreement. Inasmuch as ODH is interested in Recipient's services, ODH does not control the manner in which Recipient performs this Agreement. ODH is not liable for the workers' compensation or unemployment compensation payments required by O.R.C. Chapters 4123 and 4141, respectively. In addition, Recipient assumes responsibility for tax liabilities that result from the subsidy paid to Recipient by ODH. ODH will report any payment made under this Agreement to the Internal Revenue Service on Form 1099. Additionally, no provision contained in this Agreement shall be construed as entitling Recipient to participate in hospital plans, medical plans, sick leave benefits, vacation, and other benefits available to employees of ODH or to become a member of the Public Employees Retirement System (O.R.C. Chapter 145).
- 8.7. Conflict of Interest and Ethics Laws.
- 8.7.1. Neither Recipient nor any officer, member or employee of Recipient shall, prior to the completion of such work and payment for such work, acquire any interest, personal or otherwise, direct or indirect, which is incompatible or in conflict with or would compromise in any manner or degree with the discharge and fulfillment of his or her functions and responsibilities with respect to the carrying out of such work.
- 8.7.2. Recipient hereby covenants that neither Recipient, nor any officer, member, or employee of Recipient, have any interest, personal or otherwise, direct or indirect, which is incompatible or in conflict with or would compromise in any manner or degree with the discharge and fulfillment of his or her functions and responsibilities under this Agreement.
- 8.7.3. Recipient shall not promise or give to any ODH employee anything of value that is of such a character as to manifest a substantial and improper influence upon the employee with respect to his or her duties. Recipient shall not solicit an ODH employee to violate any ODH rule or policy relating to the conduct of contracting Parties or to violate O.R.C. 102.03 to 102.04 or O.R.C. 2921.42.
- 8.7.4. Recipient hereby covenants that Recipient and any officer, member or employee of Recipient are in compliance with O.R.C. 102.04 and that if Recipient is required to file a statement pursuant to O.R.C. 102.04(D)(2), such statement has been filed with the ODH General Counsel in addition to any other required filings.
- 8.7.5. Recipient hereby certifies compliance with the executive agency lobbying requirements of O.R.C. 121.60 to 121.69.
- 8.7.6. Recipient hereby certifies and affirms that, as applicable to Recipient, no party listed in Division (I) or (J) of O.R.C. 3517.13 or spouse of such party has made, as an individual, within the two previous calendar years, one or more contributions in excess of \$1,000.00 (One Thousand Dollars) to the Governor or to his campaign committees. If it is determined that Recipient's certification of this requirement is false or misleading, notwithstanding any criminal or civil liabilities imposed by law, Recipient shall return to ODH all monies paid to Recipient under this Agreement. The provisions of this section shall survive the expiration or termination of this Agreement.
- 8.8. Nondiscrimination and Equal Employment Opportunity.
- 8.8.1. In carrying out this Agreement, Recipient will not discriminate against any employee or applicant for employment because of race, color, religion, gender, age, disability or military status as defined in section 4112.01 of the Revised Code, national origin or ancestry. Recipient shall comply with all applicable State of Ohio and Federal laws relating to nondiscrimination and equal employment opportunity as those laws may be amended from time to time, including but not limited to the following:
- 8.8.1.1. Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin;
- 8.8.1.2. Title VII of the Civil Rights Act of 1991 (P.L. 102-166) which prohibits discrimination on the basis of race, color or religion, national origin and sexual orientation in employment;

- 8.8.1.3. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency ("LEP"), which requires reasonable steps to ensure that LEP persons have meaningful access to programs (see www.lep.gov), and Health and Human Services ("HHS") implementing regulations at 45 CFR part 80;
 - 8.8.1.4. Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex, and HHS implementing regulations at 45 CFR part 86;
 - 8.8.1.5. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps in the provision of benefits or services as well as employment, and the HHS implementing regulations are codified at 45 CFR parts 84 and 85;
 - 8.8.1.6. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age and the HHS implementing regulations codified at 45 CFR part 91;
 - 8.8.1.7. Intentionally omitted; and
 - 8.8.1.8. Prohibitions against retaliation against individuals for taking action or participating in an action to secure rights provided in State and Federal laws relating to nondiscrimination.
- 8.9. "Sweatshop Free" Certification. Recipient hereby certifies that all facilities used for the production of supplies or performance of services offered in this Agreement is in compliance with applicable domestic labor, employment, health and safety, environmental and building laws. This certification applies to any and all suppliers and/or subcontractors used by Recipient in furnishing the supplies or services pursuant to this Agreement. If it is determined that Recipient's certification of this requirement is false or misleading, then Recipient understands that it shall be grounds for the termination of this Agreement and may result in the loss of other contracts or grants with the State of Ohio.
- 8.10. Records, Documents and Information. All records, documents, writings or other information produced or used by Recipient in the performance of this Agreement shall be treated according to the following terms:
- 8.10.1. All ODH information which, under the laws of the State of Ohio, is classified as public or private will be treated as such by Recipient. Where there is a question as to whether information is public or private, ODH shall make the final determination. Recipient shall not use any information, systems, or records made available to it for any purpose other than to fulfill the contractual duties specified herein. Recipient agrees to be bound by the same standards of confidentiality that apply to the employees of ODH and the State of Ohio. If at any time during the Agreement period a proceeding has been filed by or against Recipient which would compel disclosure of private information under this Agreement, Recipient shall immediately notify ODH of the filing. The terms of this section shall be included in any subcontracts executed by Recipient for work under this Agreement.
 - 8.10.2. All proprietary information of Recipient shall be held to be strictly confidential by ODH in accordance with Section 149.43 of the Ohio Revised Code. Proprietary information is information which, if made public, would put Recipient at a disadvantage in the market place and trade of which Recipient is a part. Recipient is responsible for notifying ODH of the nature of the information prior to its release to ODH. ODH reserves the right to require reasonable evidence of Recipient's assertion of the proprietary nature of any information to be provided.
 - 8.10.3. All records relating to costs, work performed and supporting documentation for invoices submitted to ODH by Recipient shall be retained and made available by Recipient for audit by the State of Ohio (including, but not limited to, ODH, the Auditor of the State of Ohio, the Ohio Inspector General or duly authorized law enforcement officials) and agencies of the United States government for a minimum of three years after payment for work performed under this Agreement. If an audit, litigation, or other action is initiated during this time period, Recipient shall retain such records until the action is concluded and all issues resolved or the three years end, whichever is later.
- 8.11. Disclosure of Personal Health Information. Recipient hereby agrees that the information provided or made available by ODH shall not be used or disclosed other than as permitted or required by this Agreement or as required by law. Recipient will establish and maintain appropriate safeguards to prevent any use or disclosure of the information, other than as provided for by this Agreement. Recipient shall comply with 45 C.F.R.164.504(e)(2)(ii) and the Federal Information Security Management Act (P.L. 107-347) ("FISMA" as applicable to CDC grants). Recipient shall immediately report to ODH any discovery of use or disclosure of information not provided for or allowed by the Agreement. Recipient hereby agrees that anytime information is provided or made available to any subcontractor or agent, Recipient must enter into a subcontract with the

subcontractor or agent that contains the same terms, conditions, and restrictions on the use and disclosure of information as contained in this Agreement. Recipient must obtain ODH approval prior to entering into such agreements. Further, Recipient agrees to make available and provide right of access to an individual of their protected health information when that protected health information is obtained in the performance of Recipient's obligations under this Agreement.

- 8.12. Prohibition of the Expenditure of Public Funds for Offshore Services. No State of Ohio Cabinet, Agency, Board or Commission will enter into any contract to acquire for services provided outside the United States or that allows State of Ohio data to be sent, taken, accessed, tested, maintained, backed-up, stored, or made available remotely outside (located) of the United States. Notwithstanding any other terms of this Agreement, ODH reserves the right to recover any funds paid for services the Recipient performs outside of the United States for which it did not receive a waiver. The Recipient must complete the Contractor/Subcontractor Affirmation and Disclosure Form affirming the Recipient understands and will meet the requirements of the above prohibition. The Affirmation and Disclosure Form is attached hereto as Attachment A. During the performance of this Agreement, the Recipient must not change the location(s) disclosed on the Affirmation and Disclosure Form, unless a duly signed waiver has been attained to perform the services outside the United States. Recipient agrees to immediately notify ODH of any change or shift in the location(s) of services performed by Recipient or its subcontractors under this Agreement, and no services shall be changed or shifted to a location(s) that is outside of the United States.
- 8.12.1. Termination, Sanction, Damages. If Recipient or any of its subcontractors perform services under this Agreement outside of the United States or State of Ohio data is sent, taken, accessed, tested, maintained, backed-up, stored, or made available remotely outside the United States, the performance of such services shall be treated as a material breach of the Agreement. ODH is not obligated to pay and shall not pay for such services. If Recipient or any of its subcontractors perform any such services, Recipient shall immediately return to ODH all funds paid for those services. ODH may also recover from Recipient all costs associated with any corrective action ODH may undertake, including but not limited to an audit or a risk analysis, as a result of Recipient performing services outside the United States.
- 8.12.2. ODH may, at any time after the breach, terminate the Agreement, upon written notice to Recipient. ODH may recover all accounting, administrative, legal and other expenses reasonably necessary for the preparation of the termination of the Agreement and costs associated with the acquisition of substitute services from a third party.
- 8.12.3. If ODH determines that actual and direct damages are uncertain or difficult to ascertain, ODH in its sole discretion may recover a payment of liquidated damages in the amount of 1% of the value of the Agreement.
- 8.12.4. ODH, in its sole discretion, may provide written notice to Recipient of a breach and permit Recipient to cure the breach. Such cure period shall be no longer than fourteen (14) calendar days. During the cure period, ODH may buy substitute services from a third party and recover from Recipient any costs associated with acquiring those substitute services.
- 8.12.5. Notwithstanding ODH permitting a period of time to cure the breach or Recipient's cure of the breach, ODH does not waive any of its rights and remedies provided ODH in this Agreement, including but not limited to recovery of funds paid for services Recipient performed outside of the United States, costs associated with corrective action, or liquidated damages.
- 8.13. Assignment. Recipient will not assign any of its rights nor delegate any of its duties and responsibilities under this Agreement without prior written consent of ODH. Any assignment or delegation not consented to may be deemed void by the ODH.
- 8.14. Drug Free Workplace. Recipient shall comply with all applicable state and federal rules, regulations and statutes pertaining to a drug free workplace. Recipient shall make a good faith effort to ensure that all employees of Recipient do not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way while working on state, county, or municipal property.
- 8.15. Security & Safety Rules. When using or possessing ODH data or accessing State of Ohio networks and systems, the Contractor, its employees, subcontractors and agents must comply with all applicable state rules, policies, and regulations regarding state-provided IT resources, data security and integrity. When on any property owned or controlled by the State of Ohio, the Contractor must comply with all security and safety rules, regulations, and policies applicable to people on those premises.
- 8.16. Trafficking Victims Act. In carrying out this Agreement, Recipient, its employees, subcontractors and their employees shall comply with Section 106 (g) of the Trafficking Victims Protection Act of 2000, as amended (22 USC 7104); and is now located at 2 CFR Part 175 during the term of this Agreement. Recipient must include this provision in its contracts and subcontracts under this Agreement. Recipient must inform ODH immediately of any

information regarding violation of the foregoing. Recipient understands that its failure to comply with this provision may subject ODH to loss of federal funds. Recipient agrees to compensate ODH for any such funds lost due to its failure to comply with this condition, or the failure of its subcontractors to comply with this condition.

8.17. Compliance.

- 8.17.1. Recipient affirmatively represents and warrants to ODH that it is not subject to a finding for recovery under O.R.C. 9.24 or that it has taken the appropriate remedial steps required under O.R.C. 9.24 or otherwise qualifies under that section. Recipient further affirmatively represents and warrants to ODH that it is not debarred or suspended from entering into state of Ohio contracts pursuant to O.R.C. 125.25 and is not subject to exclusion, disqualification or ineligibility as defined in 2 C.F.R.180.110. Recipient agrees that if this representation and warranty is deemed false, the Agreement will be void *ab initio* as between the Parties to this Agreement, and any funds paid by ODH hereunder shall be immediately repaid to ODH, or an action for recovery may be immediately commenced by ODH for the recovery of said funds.
- 8.17.2. Recipient certifies that Recipient is not federally debarred from participating in government contracts funded by federal money as described in 2 C.F.R. 180.220. If at any time during the contractual period Recipient is federally debarred from participating in government contracts funded by federal money, for whatever reason, Recipient shall immediately notify ODH of the debarment.
- 8.17.3. Recipient certifies that all approvals, licenses, registrations or other qualifications necessary to conduct business where the services are performed have been obtained and are operative. If at any time during the contractual period Recipient becomes disqualified from conducting business in Ohio, for whatever reason, Recipient shall immediately notify ODH of the disqualification.
- 8.17.4. Recipient certifies that it is in compliance and will remain in compliance throughout the duration of this Agreement with all other applicable federal and state laws, regulations, rules and Executive Orders and will require the same certification from its subgrantees or subcontractors.

8.18. Limitation of Liability. Both Parties agree to accept and be responsible for the actions or omissions of its agents, officers, and employees arising out of this Agreement, and nothing in this Agreement shall be interpreted or construed to place any responsibility for professional acts or omissions onto ODH. ODH's liability for damages, whether in contract or in tort, shall not exceed the amount of direct damages incurred by Recipient, and is the Recipient's sole and exclusive remedy for ODH's failure to perform its obligations under this Agreement. In no event shall ODH be liable for any indirect or consequential damages, including loss of profit, even if ODH knew or should have known of the possibility of such damages. Neither Party is responsible to the other Party for nonperformance or delay in performance of the terms of this Agreement due to acts of God, wars, riots, strikes, or other causes beyond the control of the Parties.

8.19. Insurance. Recipient will provide, at its own expense, Workers' Compensation insurance, as required by Ohio law or the laws of any other state where work under this Agreement will be performed. Recipient may be required to show proof of insurance upon request by ODH. Recipient also will provide for its employees performing work under this Agreement employer's liability insurance, and personal injury, bodily injury, and property damage liability insurance, including automobile coverage with personal injury and bodily injury coverage in the amount of at least \$100,000.00 per person, \$300,000.00 per occurrence. In lieu of providing the policies of insurance in the amounts specified in this section, Recipient instead may elect to self-insure such risk in accordance with the laws of this state, based upon a good-faith analysis of the potential liability as it relates to the work to be performed under this Agreement, provided that Recipient is one of the following:

- 8.19.1. A "state institution of higher education" as defined in O.R.C. 3345.12(A)(1), a community college established under O.R.C. Chapter 3354, a state community college established under O.R.C. Chapter 3358, a university branch established under O.R.C. Chapter 3355, or technical college established under O.R.C. Chapter 3357;
- 8.19.2. A "state agency", which means a department, bureau, board, commission, office, agency, institution or other organized body or instrumentality established by the constitution and laws of the state of Ohio for the exercise of any function of state government; or
- 8.19.3. A "political subdivision" of this state, which means a municipal corporation, township, county, school district, or other body corporate and politic responsible for governmental activities only in geographical areas smaller than that of the state.

8.20. Rights in Deliverables, Data and Copyrights. Any intellectual property or copyrightable materials produced specifically for and as a deliverable under the terms of this Agreement, including any documents, data, photographs and negatives, electronic reports, records, software, source code, or other media; shall become the property of ODH, which shall have an unrestricted right to reproduce, distribute, modify, maintain, and use the

Deliverables. This section does not apply to any preexisting materials owned by Recipient. Recipient shall not obtain copyright, patent, or other proprietary protection for the Work or Deliverables under this Agreement. ODH grants Recipient an unlimited license to use work and materials produced by Recipient under this Agreement, including the right to publish the results of any work performed under this Agreement. In the event that the Agreement Funding Source is federal funding, in whole or in part, such license is subject to the royalty-free, non-exclusive and irrevocable license to such material retained by the United States government. Further, the work must state: "This publication was made possible by Grant or Cooperative Agreement Number funded by Centers for Disease Control and Prevention. Its contents are solely the responsibility of the authors and do not necessarily represent the official views of Centers for Disease Control and Prevention or the Ohio Department of Health." Recipient shall not include in any Deliverable or Work any copyrighted matter, unless the copyright owner gives prior written approval to use such copyrighted matter.

- 8.21. Attachments. Attachments and documents referenced in this Agreement are made a part hereof, and are incorporated as terms and conditions of this Agreement. In the event of a conflict of terms, the terms and conditions of this Agreement shall take precedence over any conflicting terms.
- 8.22. Construction. This Agreement is governed, construed and enforced in accordance with the laws of the State of Ohio. Further, the Ohio courts shall have jurisdiction over the subject matter and the Parties hereto in connection with disputes concerning validity and enforcement of this Agreement. In the event that any terms of this Agreement or applicable statutes conflict, then statutes and regulations take precedence.
- 8.23. Severability. If any portion of this Agreement is found to be unenforceable by operation of statute or by administrative or judicial decision, the enforceability of the balance of this Agreement shall not be affected thereby, provided that the absence of the unenforceable provision does not render impossible the performance of the remainder of this Agreement.
- 8.24. Amendments. This writing constitutes the entire agreement between the Parties with respect to all matters herein. This Agreement may be amended only by a writing signed by both Parties. However, it is agreed by the Parties that any amendments to laws or regulations cited herein will result in the correlative modification of this Agreement, without the necessity for executing written amendments. Any written amendments to this Agreement shall be prospective in nature. When a new or different term or condition is added, additional consideration is not necessary to bind the Parties.
- 8.25. Headings. The headings in this Contract are for convenience only and will not affect the interpretation of any of the Agreement terms and conditions.
- 8.26. Survival. All sections herein relating to payment, confidentiality, liability, record retention, audit, conflicts of interest and ethics, publicity, warranties and limitations on damages shall survive the termination of this Agreement.
- 8.27. Notices.
- 8.27.1. Form of Notice. All notices, requests, claims, demands and other communications between the Parties shall be in writing.
- 8.27.2. Method of Notice. All notices shall be given (i) by delivery in person (ii) by a nationally recognized next day courier service, (iii) by first class, registered or certified mail, postage prepaid, or (iv) by electronic mail to the address of the Party specified in this Agreement as "ODH Agreement Manager" or "Recipient's Authorized Representative" or such other address as either Party may specify in writing. The Parties acknowledge that change in authorized representatives and their addresses are not substantive and a change shall be recognized with proper Notice.
- 8.27.3. Receipt of Notice. All notices shall be effective upon (i) receipt by the party to which notice is given, or (ii) on the fifth (5th) day following mailing, whichever occurs first.

Remainder of Page Left Intentionally Blank. Attachment(s) Immediately Follow.

ATTACHMENT A

AFFIRMATION AND DISCLOSURE FORM

By the signature affixed hereto, the Contractor affirms and understands that if awarded a contract, both the Contractor and any of its subcontractors shall perform no services requested under this Contract outside of the United States, nor allow State data to be sent, taken, accessed, tested, maintained, backed-up, stored or made available remotely (located) outside of the United States.

The Contractor shall provide all the name(s) and location(s) where services under this Contract will be performed and where data is located in the spaces provided below or by attachment. Failure to provide this information may result in no award. If the Contractor will not be using subcontractors, indicate "Not Applicable" in the appropriate spaces.

1. Principal location of business of Contractor:

(Address) (City, State, Zip)

Name/Principal location of business of subcontractor(s):

(Name) (Address, City, State, Zip)

(Name) (Address, City, State, Zip)

2. Location where services will be performed by Contractor:

(Address) (City, State, Zip)

Name/Location where services will be performed by subcontractor(s):

(Name) (Address, City, State, Zip)

(Name) (Address, City, State, Zip)

3. Location where state data will be located, by Contractor:

(Address)

(Address, City, State, Zip)

Name/Location(s) where state data will be located by subcontractor(s):

(Name)

(Address, City, State, Zip)

(Name)

(Address, City, State, Zip)

(Name)

(Address, City, State, Zip)

(Name)

(Address, City, State, Zip)

(Name)

(Address, City, State, Zip)

Contractor also affirms, understands and agrees that Contractor and its subcontractors are under a duty to disclose to the State any change or shift in location of services performed by Contractor or its subcontractors before, during and after execution of any Contract with the State. Contractor agrees it shall so notify the State immediately of any such change or shift in location of its services. The State has the right to immediately terminate the contract, unless a duly signed waiver from the State has been attained by the Contractor to perform the services outside the United States.

On behalf of the Contractor, I acknowledge that I am duly authorized to execute this Affirmation and Disclosure Form and have read and understand that this form is a part of any Contract that Contractor may enter into with the State and is incorporated therein.

By: _____
Contractor

Print Name: _____

Title: _____

Date: _____

INVOICE

Date: 12/15/2021
 Invoice # 123

County Name: Board of
 Commissioners
 Street Address
 Town, State, Zip code
 Phone number

To Ohio Department of Health
 Accounting Office
 246 N. High Street
 Columbus, Ohio 43215
 614-387-0652

Vendor ID
 Purchase Order

Job	Payment Terms
Tuberculosis Prevention and Control	Due on receipt
Period of job performance	January 2020 – December 2020
List of served cases including ODRS number	
ODRS # 123456	
ODRS # 234567	
Total Cases	

Description	Total
PERSONNEL - Jane Doe, RN Salary and Benefits	8500.00
TRAVEL - Jane Doe, RN - Travel for DOT	1500.00
Total Due	10,000

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 21-1451

Adopted Date October 26, 2021

AUTHORIZE THE PRESIDENT OF THIS BOARD TO EXECUTE AN AGREEMENT WITH MODERN OFFICE METHODS, INC. ON BEHALF OF THE WARREN COUNTY JUVENILE COURT.

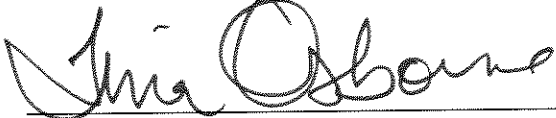
BE IT RESOLVED, to authorize the President of this Board to execute an Agreement with Modern Office Methods, Inc. for a copier lease on behalf of the Warren County Juvenile Court; as attached hereto and made a part hereof.

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

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

Resolution adopted this 26th day of October 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor _____
c/a—Modern Office Methods, Inc.
Juvenile Court (file)



modern office methods

DOCUMENT MANAGEMENT AGREEMENT

APPLICATION NO.

AGREEMENT NO.

4747 Lake Forest Drive • Cincinnati, OH 45242 • Phone: 513.791.0909 • Fax: 513.791.0985

The words "Lessee," "you" and "your" refer to Customer. The words "Lessor," "we," "us" and "our" refer to Modern Office Methods, Inc.

CUSTOMER INFORMATION

Customer information fields including Full Legal Name, Street Address, City, State, ZIP, Phone, Fax, Billing Name, Billing Street Address, City, State, ZIP, E-Mail, and Equipment Location.

EQUIPMENT WITH INDEPENDENT MINIMUMS

Table with columns: MAKE/MODEL/ACCESSORIES, SERIAL NO., MONTHLY PAYMENT*, B&W IMPRESSIONS INCLUDED / MONTH, COLOR IMPRESSIONS INCLUDED / MONTH, B&W OVERAGES*, COLOR OVERAGES*, STARTING METER - B&W, STARTING METER - COLOR.

OR

EQUIPMENT WITH CONSOLIDATED MINIMUMS

Table with columns: MAKE/MODEL/ACCESSORIES, SERIAL NO., STARTING METER - B&W, STARTING METER - COLOR.

Summary table for Monthly Payment* \$ 1,468.00, B&W Impressions Included / Month 43,500, Color Impressions Included / Month 2,000, B&W Overages billed at \$.0072 per impression*, Color Overages billed at \$.0669 per impression*.

TERM AND PAYMENT INFORMATION

Term in 60 Months. The payment ("Payment") period is monthly unless otherwise indicated. Meter Readings Verified: B&W - QUARTERLY, COLOR - QUARTERLY.

END OF TERM OPTION

You will have the following option, which you may exercise at the end of the term, provided that no event of default under this Agreement has occurred and is continuing. Fair Market Value means the value of the Equipment in continued use.

Upon acceptance of the Equipment, THIS AGREEMENT IS NONCANCELABLE, IRREVOCABLE AND CANNOT BE TERMINATED.

LESSOR ACCEPTANCE

Modern Office Methods, Inc. Signature: Ronald Algeza, Title: VP Finance, Dated: 10/19/21.

CUSTOMER ACCEPTANCE

CUSTOMER (as stated above) Signature: David B Young, Title: President, Dated: 10/26/21. Includes Federal Tax ID # 31-6000058.

TERMS AND CONDITIONS

1. AGREEMENT: You agree to lease from us the goods, together with all replacements, parts, repairs, additions, and accessories incorporated thereto or attached thereto and any and all proceeds of the foregoing...

Kathryn M. Horvath, Representing Attorney



AGREEMENT NO.

STATE AND LOCAL GOVERNMENT ADDENDUM (OH, KY, IN)

Addendum to Agreement # _____ and any future supplements/schedules thereto, between County of Warren, as Customer ("Customer") and Modern Office Methods, Inc., as Lessor. The words "you" and "your" refer to Customer. The words "we" and "us" refer to Lessor. In the event of any conflict between the terms and conditions of the Agreement and this Addendum, the terms and conditions of this Addendum shall control, and in the event of any conflict between the general provisions of this Addendum and any provision of this Addendum that expressly applies to you only if you are a political subdivision, county, city, or school district of specific state ("State-Specific Provision"), then the State Specific Provision shall control.

1. The parties wish to amend the above-referenced Agreement by adding the following language:

REPRESENTATIONS AND WARRANTIES OF CUSTOMER: You hereby represent and warrant to us that: (i) you have been duly authorized under the Constitution and laws of the applicable jurisdiction and by a resolution or other authority of your governing body to execute and deliver this Agreement and to carry out your obligations hereunder; (ii) all legal requirements have been met, and procedures have been followed, including public bidding, in order to ensure the enforceability of this Agreement; (iii) this Agreement is in compliance with all laws applicable to you, including any debt limitations or limitations on interest rates or finance charges; (iv) the Equipment will be used by you only for essential governmental or proprietary functions of you consistent with the scope of your authority, will not be used in a trade or business of any person or entity, by the federal government or for any personal, family or household use, and your need for the Equipment is not expected to diminish during the term of this Agreement; (v) you have funds available to pay Payments until the end of your current appropriation period, and you intend to request funds to make Payments in each appropriation period, from now until the end of the term of this Agreement; and (vi) your exact legal name is as set forth on page one of this Agreement.

INITIAL TERM AND RENEWAL TERM(S): The term of the Agreement consists of an Initial term beginning on the date we pay Supplier and ending at the end of your fiscal year in which we pay Supplier, and a series of renewal terms, each co-extensive with your fiscal year. Except to the extent required by applicable law, if you do not exercise your right to terminate the Agreement under the Non-Appropriation or Renewal paragraph as of the end of any fiscal year, the Agreement will be deemed automatically renewed for the next succeeding renewal term.

An election by you to terminate the Agreement under the Non-Appropriation or Renewal paragraph is not a default.

Notwithstanding anything to the contrary set forth in the Agreement, if we cancel the Agreement following a default by you, we may require that you pay the unpaid balance of Payments under the Agreement through the end of your then-current fiscal year, but we may not require you to pay future Payments due beyond that fiscal year or the anticipated residual value of the Equipment. If we sell the Equipment following a default by you, you will not be responsible for a deficiency, except to the extent of our costs of repossession, moving, storage, repair and sale, and our attorneys' fees and costs.

NON-APPROPRIATION OR RENEWAL: If either sufficient funds are not appropriated to make Payments or any other amounts due under this Agreement or (to the extent required by applicable law) this Agreement is not renewed either automatically or by mutual ratification, this Agreement shall terminate and you shall not be obligated to make Payments under this Agreement beyond the then-current fiscal year for which funds have been appropriated. Upon such an event, you shall, no later than the end of the fiscal year for which Payments have been appropriated or the term of this Agreement has been renewed, deliver possession of the Equipment to us. If you fail to deliver possession of the Equipment to us, the termination shall nevertheless be effective but you shall be responsible, to the extent permitted by law and legally available funds, for the payment of damages in an amount equal to the portion of Payments thereafter coming due that is attributable to the number of days after the termination during which you fail to deliver possession and for any other loss suffered by us as a result of your failure to deliver possession as required. You shall notify us in writing within seven days after (i) your failure to appropriate funds sufficient for the payment of the Payments or (ii) to the extent required by applicable law, (a) this Agreement is not renewed or (b) this Agreement is renewed by you (in which event this Agreement shall be mutually ratified and renewed), provided that your failure to give any such notice under clause (i) or (ii) of this sentence shall not operate to extend this Agreement or result in any liability to you.

SUPPLEMENTS; SEPARATE FINANCINGS: To the extent applicable, in the event that the parties hereafter mutually agree to execute and deliver any supplement or schedule

("Supplement") under the above-referenced Agreement, such Supplement, as it incorporates the terms and conditions of the Agreement, shall be a separate financing distinct from the Agreement or other Supplements thereto. Without limiting the foregoing, upon the occurrence of an event of default or a non-appropriation event with respect to the Agreement or a Supplement (each, a separate "Contract"), as applicable, we shall have the rights and remedies specified in the Agreement with respect to the Equipment financed and the Payments payable under such Contract, and we shall have no rights or remedies with respect to Equipment financed or Payments payable under any other Contract unless an event of default or non-appropriation event has also occurred under such other Contract.

2. The parties wish to amend the above-referenced Agreement by restating certain language as follows:

Any provision in the Agreement stating that you shall indemnify and hold us harmless is hereby amended and restated as follows: "You shall not be required to indemnify or hold us harmless against liabilities arising from this Agreement. However, as between you and us, and to the extent permitted by law and legally available funds, you are responsible for and shall bear the risk of loss for, shall pay directly, and shall defend against any and all claims, liabilities, proceedings, actions, expenses, damages or losses arising under or related to the Equipment, including, but not limited to, the possession, ownership, lease, use or operation thereof, except that you shall not bear the risk of loss of, nor pay for, any claims, liabilities, proceedings, actions, expenses, damages or losses that arise directly from events occurring after you have surrendered possession of the Equipment in accordance with the terms of this Agreement to us or that arise directly from our gross negligence or willful misconduct."

Any provision in the Agreement stating that the Agreement is governed by a particular state's laws and you consent to such jurisdiction and venue is hereby amended and restated as follows: "This Agreement will be governed by and construed in accordance with the laws of the state where you are located. You consent to jurisdiction and venue of any state or federal court in such state and waive the defense of inconvenient forum."

Any provision in the Agreement stating this Agreement supersedes any invoice and/or purchase order is hereby amended and restated as follows: "You agree that the terms and conditions contained in this Agreement, which, with the acceptance certification, is the entire agreement between you and us regarding the Equipment and which supersedes any purchase order, invoice, request for proposal, response or other related document."

Any provision in the Agreement stating that this Agreement shall automatically renew unless the Equipment is purchased, returned or a notice requirement is satisfied is hereby amended and restated as follows: "Unless the purchase option is \$1.00 or \$101.00, you agree to send us written notice at least 30 days before the end of the final renewal term that you want to purchase or return the Equipment, and you agree to so purchase or return the Equipment not later than the end of the final renewal term. If you fail to so purchase or return the Equipment at or before the end of the final renewal term, you shall be a holdover tenant with respect to this Agreement and the Equipment, and this Agreement shall renew on a month-to-month basis under the same terms hereof until the Equipment has been purchased or returned."

Any provision in the Agreement stating that we may assign this Agreement is hereby amended and restated as follows: "We may sell, assign, or transfer this Agreement without notice to or consent from you, and you waive any right you may have to such notice or consent."

Any provision in the Agreement stating that you grant us a security interest in the Equipment to secure all amounts owed to us under any agreement is hereby amended and restated as follows: "To the extent permitted by law, you grant us a security interest in the Equipment to secure all amounts you owe us under this Agreement and any supplements hereto. You authorize and ratify our filing of any financing statement(s) and the naming of us on any vehicle title(s) to show our interest."

NOTE: CAPITALIZED TERMS IN THIS DOCUMENT ARE DEFINED AS IN THE AGREEMENT, UNLESS SPECIFICALLY STATED OTHERWISE.

Any provision in the Agreement stating that a default by you under any agreement with our affiliates or other lenders shall be an event of default under the Agreement is hereby amended and restated as follows: "You will be in default if: (i) you do not pay any Payment or other sum due to us under this Agreement when due or you fail to perform in accordance with the covenants, terms and conditions of this Agreement; (ii) you make or have made any false statement or misrepresentation to us; or (iii) you dissolve, liquidate, terminate your existence or are in bankruptcy.

Any provision in the Agreement stating that you shall pay our attorneys' fees is hereby amended and restated as follows: "In the event of any dispute or enforcement of rights under this Agreement or any related agreement, you agree to pay, to the extent permitted by law and to the extent of legally available funds, our reasonable attorneys' fees (including any incurred before or at trial, on appeal or in any other proceeding), actual court costs and any other collection costs, including any collection agency fee."

Any provision in the Agreement requiring you to pay amounts due under the Agreement upon the occurrence of a default, failure to appropriate funds or failure to renew the Agreement is hereby amended to limit such requirement to the extent permitted by law and legally available funds.

3. If your end-of-term option is the purchase of all Equipment for \$1.00 or \$101.00, the following applies: Unless otherwise required by law, upon your acceptance of the Equipment, title to the Equipment shall be in your name, subject to our interest under this Agreement; provided, however, that if you are a political subdivision of the State of Ohio, and if your end-of-term option is the purchase of all Equipment for \$1.00 or \$101.00, title to the Equipment shall be in our name, subject to your interest under the Agreement.

4. With respect to any "Financed Items," the following provisions shall be applicable to such Financed Items:

This Addendum concerns the granting to you of certain software and/or software license(s) ("Licensed Software"), the purchase by you of certain software components, including but not limited to, software maintenance and/or support ("Products") and/or the purchase by you of certain implementation, integration, training, technical consulting and/or professional services in connection with software ("Services") (collectively, the "Financed Items") from software licensor(s) and/or supplier(s) (collectively, the "Supplier"), all as further described in the agreement(s) between you and Supplier (collectively, the "Product Agreement"). For essential governmental purposes only, you have requested and we have agreed that instead of you paying the fees pursuant to the Product Agreement to Supplier for the Financed Items, we will satisfy your obligation to pay such fees to Supplier, and in consideration thereof, you shall repay the sums advanced by us to Supplier by promptly making certain installment payments to us, which are included in the Payments set forth in the Agreement.

To the extent permitted by law, you grant us a security interest in the license(s), including without limitation, all of your rights in the Licensed Software granted thereunder, the Products, all rights to payment under the Product Agreement, the Financed Items, and all proceeds of the foregoing to secure all amounts you owe us under this Agreement. You authorize and ratify our filing of any financing statement(s) to show our interest.

Ownership of any Licensed Software shall remain with Supplier thereof. All Financed Items shall be provided by a Supplier unrelated to us, and your rights with respect to such Financed Items shall be governed by the Product Agreement between you and Supplier.

By signing this Addendum, Customer acknowledges the applicable changes noted above are incorporated by reference into the Agreement. In all other respects, the terms and conditions of the Agreement remain in full force and effect and remain binding on Customer. Customer has caused this Addendum to be executed by its duly-authorized officer as of the date below.

Modern Office Methods, Inc.

Lessor

Ronald Sluigt

Signature

VP Finance

10/19/21

Title

Date

County of Warren

Customer

Signature

Title

K

Date

APPROVED AS TO FORM

Kathryn M. Horvath
Kathryn M. Horvath

Asst. Prosecuting Attorney

NOTE: CAPITALIZED TERMS IN THIS DOCUMENT ARE DEFINED AS IN THE AGREEMENT, UNLESS SPECIFICALLY STATED OTHERWISE.

Resolution

Number 21-1452

Adopted Date October 26, 2021

AUTHORIZE THE PRESIDENT OF THIS BOARD TO EXECUTE A SERVICE AGREEMENT FOR FY2021-2022 WITH FORENSIC EVALUATION SERVICE CENTER FOR FORENSIC EVALUATION SERVICES ON BEHALF OF THE WARREN COUNTY JUVENILE COURT

BE IT RESOLVED, to authorize the President of this Board to execute a Service Agreement for FY2021-2022 with Forensic Evaluation Service Center, to provide forensic evaluation and other services for clients of the Juvenile Court, effective July 1, 2021 to June 30, 2022, on behalf of the Warren County Juvenile Court. Copy of said agreement attached hereto and made a part hereof.

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

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


Resolution adopted this 26th day of October 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—Forensic Evaluation Service Center
Juvenile Court (file)
Ohio Department of Youth Services



PROFESSIONAL
SERVICES
MEMO OF
UNDERSTANDING

Between the Forensic Evaluation Service Center and
WARREN COUNTY JUVENILE COURT

Thank you for the opportunity to serve you.

**FORENSIC EVALUATION SERVICES
MEMORANDUM OF UNDERSTANDING**

This Forensic Evaluation Services Memorandum of Understanding (this "MOU") is made and entered into this 1st day of July, 2021 (the "Effective Date") by and between the Forensic Evaluation Service Center, with an address of 101 High Street, Third Floor, Hamilton, Ohio 45011 (the "FESC") and **Warren County Juvenile Court**, with an address of **900 Memorial Dr. Lebanon OH 45036** (the "Court") (FESC and the Court may be individually referred to herein as a "Party" and collectively as the "Parties").

- A. The Court desires to engage with FESC for the performance of certain forensic evaluation services, more particularly described herein.
- B. FESC employs licensed forensic psychologists and psychiatrists capable of performing, and willing to perform, the forensic evaluation services for the Court and professionals capable of providing additional services such as Outpatient Competency Restoration.
- C. FESC and the Court hereby agree that FESC shall provide forensic evaluation services, and the Court shall compensate FESC for the same, pursuant to the terms and conditions of this MOU.

SECTION 1. GENERAL DESCRIPTION OF FORENSIC EVALUATION SERVICES. FESC shall provide the Court with professional forensic evaluation services, resulting in an expert opinion regarding the specific legal issue set forth in the signed Court Order mandating such services be performed, attached hereto as Exhibit A and expressly incorporated herein by reference. Forensic evaluation services shall include, but not be limited to, an in-person or secured video-based evaluation of the individual who is the subject of the requested expert opinion, a written report containing an expert opinion regarding the legal issue, and all related case consultation services and expert testimony (collectively, the "Services"). As a prerequisite to the performance of the Services, the Court shall complete a Referral Sheet available at <https://fesc-oh.org/court-referral/>. The Referral Sheet shall be expressly incorporated herein by reference.

SECTION 2. WRITTEN REPORT AND EXPERT OPINION. As part of the Services provided hereunder, FESC shall prepare a written report containing FESC's expert opinion on the specified legal issue as defined in the Court Order. The report shall comply with the requirements set forth in Ohio Administrative Code 5122-29-07. In accordance with Ohio law, FESC shall strive to complete the initial in-person evaluation (or a HIPAA compliant video platform evaluation unless otherwise specified by the referring court) and submit its written report to the Court within thirty (30) court days following the date of the Court's referral and after the return of a fully executed copy of this MOU. However, FESC may submit a written request to the Court for a reasonable extension of time to complete its written opinion, and the Court shall not unreasonably withhold its consent to such request. Unless otherwise required by law, FESC shall only release its password protected written report and expert opinion to the Court through a secure channel. If the Court does not wish prior information or prior court reports to be used in completion of any evaluation, the Court must notify the agency ahead of preparation for the interview of the defendant. Upon the report's release from FESC, the report shall become the sole property of the Court (subject to FESC's continuing statutory duty to maintain records pertaining to the case and report). The Court may thereafter distribute the report, at its discretion, and the Court understands and agrees that it bears all responsibility associated with such distribution and protection of that information following the issuance of the report.

SECTION 3. STANDARD OF CARE. FESC warrants that the Services shall be performed by a psychologist/psychiatrist duly licensed in the State of Ohio and who have demonstrated expertise in their licensed profession and in forensic evaluations and in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. FESC agrees that the Services shall be performed in accordance with all applicable federal, state, and local law and regulations.

SECTION 4. CONFLICTS OF INTEREST. Prior to commencing the Services, FESC will attempt in good faith to identify any potential conflicts of interest that could prohibit its performance of the Services. Should FESC determine a conflict exists, it shall immediately notify the Court of the conflict and cease its performance of the Services associated with that referral, until the conflict is resolved, or the MOU is terminated.

SECTION 5. PAYMENT FOR SERVICES. The Court agrees to pay to FESC, and FESC agrees to accept from the Court, as full and complete payment for the Services performed by FESC, compensation calculated in accordance with the Fee Schedule attached hereto as Exhibit A and expressly incorporated herein by reference. Upon termination of this MOU due to the earlier of (i) the conclusion of the Services or (ii) termination pursuant to Section 8 herein, FESC shall submit an invoice to the Court in the amount of its fees for Services performed through the effective date of termination. The Court shall submit full payment of the invoiced amount to FESC within thirty (30) days of its receipt of the invoice. Appendix

SECTION 6. ADDITIONAL FEE-BASED CONSULTATION SERVICES. The Court may contract with FESC for the provision of additional fee-based consultation services directed towards the development or improvement of individualized service plans and techniques involved in the delivery of behavioral health services. In the event the Court opts to contract with FESC for such additional services, the Court may contact FESC Director of Forensic Services to make arrangements for the services, and the Parties will execute an Addendum to this MOU specifying the scope of the additional services and fees for the same.

SECTION 7. INDEMNIFICATION. FESC shall indemnify and hold harmless the Court, its employees, agents and representatives from and against any and all claims, suits, demands, liabilities, losses, damages, costs and expenses arising out of or caused by claims related to the performance or nonperformance of this MOU, or errors or omissions, on the part of FESC, its employees or representatives.

SECTION 8. TERMINATION OF AGREEMENT. This MOU may be terminated by either Party for any reason whatsoever upon the provision of thirty (30) days' prior written notice of such termination to the other Party. In the event of termination pursuant to this Section 8, FESC shall submit an invoice to the Court for Services rendered through the effective date of termination.

SECTION 9. ASSIGNMENT; THIRD PARTIES. FESC may not assign this MOU, in whole or in part, to any person or entity without the Court's express prior written consent.

SECTION 10. For the purposes of this MOU, any request or other notice required to be submitted to the other Party in writing may be given by certified mail, return receipt requested, or electronic mail. A writing shall be deemed properly given by electronic mail when the sending Party confirms the recipient Party's receipt of the message.

SECTION 11. WAIVER. Any failure by either Party to require strict compliance with any provision of this MOU shall not be construed as a waiver of such provision, and the Party may subsequently require strict compliance at any time, notwithstanding any prior failure to do so.

SECTION 12. RELATIONSHIP. FESC is an independent contractor for the Court in performing the Services under this MOU and shall not be considered an employee, agent, joint-venturer or partner of the Court under any circumstances.

SECTION 13. SEVERABILITY. Any provision of this MOU later held to be unenforceable for any reason shall be deemed void, and all remaining provisions shall continue in full force and effect.

SECTION 14. ADDENDUM; ADDITIONAL SERVICES. Any modification of this MOU or agreement between the Parties to contract for additional services shall be binding only if evidenced in a writing executed by both Parties.

SECTION 15. COUNTERPARTS. This MOU may be executed in any number of counterparts, each of which when so executed will be deemed to be an original and all of which taken together will constitute one and the same MOU.

SECTION 16. ENTIRE AGREEMENT. This MOU, together with all exhibits and attachments hereto, embodies the entire agreement and understanding between the Parties with respect to the subject matter herein, and supersedes and other agreements and understandings, whether oral or written, express or implied.

SECTION 17. GOVERNING LAW. This MOU shall be governed by the laws of the State of Ohio. Any action to enforce any provision of this MOU shall be brought in a state court of competent jurisdiction located in Ohio.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, this MOU is executed as of the date of the last signature below.

THE COURT'S Representative *signature*:

L - S

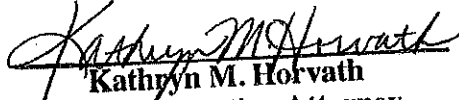
Court: Warren County Juvenile Court

Name: Laura Schnecker

Title: Court Administrator

Date: 10/14/21

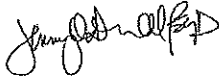
APPROVED AS TO FORM


Kathryn M. Horvath
Asst. Prosecuting Attorney

Please verify/correct/complete your billing contact information.

- Billing Contact Name: Laura Schnecker
- Billing Contact EMAIL: 900 Memorial Dr., Lebanon OH 45036
- Billing Contact PHONE:
- Billing Contact Mailing Address:
900 Memorial Drive, Lebanon OH 45036

FORENSIC EVALUATION SERVICE CENTER



Dr. Jenny-O'Donnell, Psy.D.
FESC CEO & Director of Forensic Services
JODonnell@FESC-OH.org

Date: 10/14/2021

EN01157,Public-01157 4825-0130-0167v1

Checks should be made payable to: Forensic Evaluation Service Center
101 High St., 3rd Floor
Hamilton OH 45011

COURT DIRECT LINE TO FESC: 513-869-2010

Direct Pay is available. Please contact us for that information – ForensicServices@FESC-OH.org

Signed and acknowledged in the presence of:

Board of Warren County Commissioners

A handwritten signature in black ink, appearing to be a stylized name, positioned above a horizontal line.

10-26-21
Date / Resolution Number

21-1452

EXHIBIT A
to
Memorandum of Understanding
FEE SCHEDULE AS OF JULY 1, 2021

- A. **Rate for Evaluation** (not covered by 422 grant) of Referred Individual -- \$715
- B. **Rate for Risk Assessment/Sex Offender Classification/Independent Evaluator 2nd Opinion** -- not covered by 422 funds -- \$1095
- C. **Flat Rate for Travel Time/Cost** for Travel Mileage to a court's jail or courthouse from FESC to court for travel more than 40 miles from agency. *When possible, FESC will combine trips and only charge for the actual mileage spent or will request the defendant to be transported to the agency.* -- \$0
- D. **Hourly Rate for Testimony and Testimony Preparation** -- \$125
- **A minimum of 1.0 hours Testimony fees shall be charged unless a subpoena to testify is canceled more than twenty-four (24) hours before the testimony date in addition to any time from the stated testimony time to when the Legal Examiner is discharged, regardless of testimony will be charged to the court.*
- E. **Case Consultation** (testimony prep, for example) -- \$125
- F. **Interpreter Services** -- in the case that interpreter services are required to complete an evaluation, FESC will alert the Court to the need, and the potential cost. The Court will be billed for the interpreter services at the time that the interpreter bill is presented or with any other services. FESC will use a court-certified interpretation service provider, unless the Court designates another option. *When possible, FESC will use a bilingual speaking Psychologist/Psychiatrist.*
- G. **Outpatient Competency Restoration Services** -- **Only to be Initiated by ORDER of the Court** - \$90 per hour for up to the allowable time for restoration by statute or court-order, or otherwise agreed upon in writing.
- a. **Weekly Education Sessions** -- 2 to 3 sessions per week lasting between 45 to 60 minutes each taught by a competency attainment professional will be used to educate the incompetent individual about the roles of the Court personnel, the adversarial nature of the situation, the outcome, and consequences, and using the appropriate vocabulary. The program will progress to include conceptualization and decision-making and understanding how to communicate with one's attorney. The sessions also incorporate anxiety management techniques.
- b. **30-day Progress Reports** -- every 30 days, the Program Director (a licensed forensic psychologist) will prepare an overview of the number of sessions scheduled, the number of sessions attended, and the progress being made, and will conclude with direction to the court about whether to continue, terminate, or schedule a competency hearing. (Estimated time is 1 hour)

- c. **Assessment as indicated by the Progress**– When the Program Director determines it is appropriate, *or if the Court requests it*, a formal competency assessment report will be prepared for the Court that will opine whether competency has been attained or is not attainable. (Estimated time is 4 hours)
- d. **Travel to and from in-person sessions** – if travel is required, we will bill a flat rate for every trip (using a formula of hourly drive time plus mileage round trip from our agency).

AFFIDAVIT OF NON COLLUSION

STATE OF OHIO
COUNTY OF WARREN

I, Jennifer O'Donnell, holding the title and position of CEO at the firm Forensic Evaluation Service Center, affirm that I am authorized to speak on behalf of the company, board directors and owners in setting the price on the contract, bid or proposal. I understand that any misstatements in the following information will be treated as fraudulent concealment of true facts on the submission of the contract, bid or proposal.

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


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

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

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

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

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


AFFIRANT

Subscribed and sworn to before me this 18th day of October 20 21

Katherine E. Mull
(Notary Public),

Butler County.

My commission expires December 8 20 24



Katherine E. Mull
Notary Public, State of Ohio
My Commission Expires
December 8, 2024

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 21-1453

Adopted Date October 26, 2021

ENTER INTO AN AGREEMENT WITH FIDLAR TECHNOLOGIES ON BEHALF OF THE WARREN COUNTY RECORDER

BE IT RESOLVED, to enter into a media conversion agreement with Fidlar Technologies on behalf of the Warren County Recorder. Copy of said agreement attached hereto and made a part hereof.

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

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

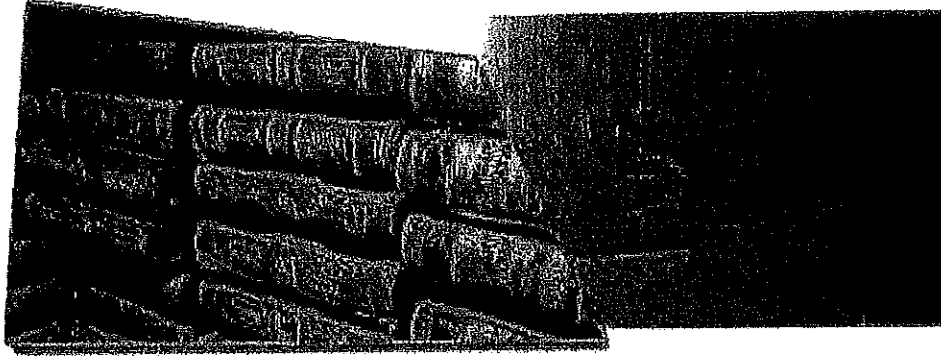
Resolution adopted this 26th day of October 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—Fidlar Technologies
Recorder (file)



Warren County, OH

Media Conversion Agreement

Greg Sullivan
Partner Relationship Manager
Office: (563) 345-1280
Mobile: (309) 737-9375
Email: gregs@fidlar.com

Warren County, OH

Statement of Work

Book Type	Date Range	Volume Range	# of Books
Index Books	1799-1978	Vols. 1-49	49
DRIVE SPACE REQUIRED: 117GB			



Warren County, OH Media Conversion Agreement

October 8th, 2021

Warren County Recorder
Ms. Linda Oda
406 Justice Drive
Lebanon, OH 45036

Dear Linda,

The following provides the details of your upcoming scanning agreement.

As your current Land Records software vendor, we provide a 100% guarantee that all image and index file formats generated from this project are fully compatible with your Fidlar image database.

Fidlar will manage all aspects of this project from start to finish. Services include coordinating the necessary resources for scanning your books, conversion, enhancement of the images, grouping and naming of the appropriate pages of each book into individual documents, and importing all specified book records into your Fidlar AVID/Laredo system.

As your business partner, we greatly appreciate the opportunity to continue to provide you with the valued services and products you have come to expect from Fidlar. We look forward to adding additional value to your office, your constituents, and your abstract and title searchers.

Sincerely,

Greg Sullivan
Partner Relationship Manager
Fidlar Technologies
Office: 563-345-1280
Mobile: 309-737-9375
Email: gregs@fidlar.com



Investment Summary: Fidlar Services Description

✓ **Scan & Capture**

Professionally trained and qualified personnel, utilizing state-of-the-art scanning equipment and processes, will scan the books. During this phase, the following activities will occur: travel, configuration of scanning equipment and computer peripherals, inventory, inspection, handling and scanning, and content inspection. The end result is a set of digitized images that will be enhanced and imported into your system.

✓ **Image Cropping, Border Removal, & Image Enhancements**

Utilizing customizable and automated image enhancement software, excess borders will be removed and the images will be enhanced into a usable state. Images will go through double inspection at 99.9% accuracy.

✓ **Grouping/Naming of Images**

The images will be grouped into unique documents and named with the appropriate document number. The accuracy of grouping/naming is 99.9%. Images that cannot be corrected using AVID, will be done so at no additional cost to the county.

✓ **Project Resources Management & Import**

Fidlar utilizes many resources in the management of the complete project from start to finish. This includes coordinating and scheduling all project resources, importation of all document images and document number index files into your Fidlar system, and configuring your Fidlar system for immediate access to newly imported documents via Laredo, Tapestry, and AVID. The imported documents will also be made available for back indexing in AVID if desired.



Estimated Investment Summary: Professional Services Rendered

In exchange for products and services outlined in this Professional Services Agreement, Warren County agrees to pay Fidlar Technologies the total amount due in the following payment schedule:

✓ Scan, Capture, & Image Processing	\$20,020.64
○ Includes Scanning, Image Cropping, Border Removal, Image Enhancements & Grouping/Naming of Images	
✓ Project Resource Management & Import	\$2,942.00

TOTAL INVESTMENT **\$22,962.64**

***Totals are based on 24-hour on-site access for scanning (Estimated Days On-Site: 2).**

****Total Investment is based on estimated quantities. Final invoice will reflect actual quantities.**

Billing Milestones

1. 25% due upon signing of this Professional Services Agreement.
 \$ 5,740.66
2. 50% due upon scanning completion.
 \$ 11,481.32
3. Balance due upon completion of importing of documents/images (based on actual quantities of scanned and processed images), with prior approval by County Recorder if the total investment exceeds the estimate.
 \$ 5,740.66 (**Estimated)

** Your final invoice will be charged based upon the final document count after grouping and naming. This charge may vary from the estimated count found during discovery.

These payments are not "deferred payments" under section 3.10 and are subject to County's statutory claims procedure.



Schedule "A" – Media Conversion Project

This Agreement is made this ___ day of _____, 2021, by and between FIDLAR TECHNOLOGIES, (FIDLAR) and WARREN COUNTY, OH (the "CLIENT").

RECITALS

- A. FIDLAR provides various image archival services, all of which are hereinafter referred to as "ARCHIVAL SERVICES."
- B. CLIENT desires to purchase from FIDLAR image archival services for the purpose of indexing and imaging documents electronically.

TERMS OF AGREEMENT

In consideration of the facts mentioned above and the mutual promises set out below, the parties agree as follows:

ARTICLE I - GENERAL TERMS

- 1.1 ARCHIVAL SERVICES: CLIENT agrees to buy from FIDLAR, and FIDLAR agrees to sell to CLIENT, image archival service(s) described in the Image Archival Services Statement of Work, at the price quoted and subject to the terms of this Agreement. Article II describes the terms of this Agreement as it relates to the services.
- 1.2 ACCEPTANCE BY CLIENT: CLIENT agrees to accept the image archival services at the conclusion of the project referenced in the Image Archival Services Statement of Work. If CLIENT notifies FIDLAR of a material problem with the services within 30 days of installation and testing, FIDLAR will use its best efforts to correct such problems; otherwise, CLIENT will be conclusively presumed to have accepted the services upon completion of installation and testing.



- 1.3 DELIVERY: FIDLAR will deliver the image archival services to CLIENT at CLIENT'S facility located at:

Warren County Recorder
Ms. Linda Oda
406 Justice Drive
Lebanon, OH 45036

ARTICLE II – SERVICES PERFORMED

- 2.1 FIDLAR shall perform the work in accordance with currently approved methods and standards of practice in the image archival professional specialty.
- 2.2 All images, film, documents, books and other memoranda or writings relating to the work and services hereunder, shall remain or become the property of the CLIENT whether executed by or for FIDLAR for CLIENT and all such documents and copies thereof shall be returned or transmitted to CLIENT forth with upon CLIENT termination or completion of the work under this Agreement.

ARTICLE III

- 3.1 CONFIDENTIAL INFORMATION: FIDLAR and CLIENT agree that information designated in writing as proprietary by one party shall be held in confidence by the other party.
- 3.2 EXCLUSIVE REMEDY: CLIENT's exclusive remedy against FIDLAR for any breach of warranty under this Agreement is limited to repair, replacement or refund with respect to the item in question, at FIDLAR's option and subject to applicable law. CLIENT will only be entitled to the direct damages that CLIENT actually incurs in reasonable reliance, up to the amount of a refund of the price (plus sales tax) that CLIENT paid for the item. CLIENT will not be entitled to any incidental, consequential or other damages, including but not limited to damages for loss of profits or confidential or other information, for business interruption, for personal injury, for loss of privacy for failure to meet any duty including of good faith or of reasonable care, for negligence or negligent misrepresentation, and for any other pecuniary or other loss whatsoever, even in the event of the fault of FIDLAR (or any supplier), of tort (including negligence),



Warren County, OH Media Conversion Agreement

strict or product liability, breach of agreement or breach of warranty, and even if FIDLAR or any supplier has been advised of the possibility of such damages. These limitations and exclusions regarding damages will apply even if any remedy fails.

- 3.3 WAIVER: Any waiver by either party of any provision of this Agreement shall not imply a subsequent waiver of that, or any other provision.
- 3.4 NOTICES: Any notices or demands required to be given herein shall be given to the parties in writing, and by mailing to the address hereinafter set forth, or to such other addresses as the parties may hereinafter substitute by written notice given in the manner prescribed in this Section.
- a. Notice to FIDLAR: Fidlar Technologies, Inc.
 350 Research Parkway
 Davenport, IA 52806
 Attn: Ernest Rikken, President
- b. Notice to CLIENT: Ms. Linda Oda
 406 Justice Drive
 Lebanon, OH 45036
- 3.5 ENTIRE AGREEMENT: It is expressly agreed that this Agreement embodies the entire agreement and that there is no other oral or written agreement or understanding between the parties at the time of the execution hereunder. Further, this Agreement cannot be modified except by written agreement of all parties hereto.
- 3.6 GOVERNING LAW: The parties agree that this Agreement shall be governed by the laws of the State of Ohio.
- 3.7 BINDING EFFECT: This Agreement shall inure to the benefit of and bind the parties hereto, their successors and assigns.
- 3.8 AUTHORITY: FIDLAR and CLIENT each hereby warrant and represent that their respective signatures set forth below have been and are on the date of this Agreement duly authorized by all necessary and appropriate corporate and/or governmental action to execute this Agreement.



Warren County, OH Media Conversion Agreement

- 3.9 SECTION HEADINGS: All section headings contained herein are for convenience or reference only and are not intended to define or limit the scope of any provision of this Agreement.
- 3.10 DEFERRED PAYMENT: To the extent that this Agreement includes deferred payments, such payments will include an imputed interest factor based on a current market rate. Deferred payments are defined as payments which extend beyond completion of the project installation and acceptance. Deferred payments are exempt from interest under the Installment Payment Agreement attached hereto and made a part hereof, except as may be provided for late charges as described in Section I of the Installment Payment Agreement.



Warren County, OH Media Conversion Agreement

This Agreement has been executed by the parties as of the aforementioned date.

ACCEPTANCE AND AUTHORIZATION:

Warren County may designate acceptance of this proposal by signature of a duly authorized officer of the company. Total costs for initial implementation and ongoing costs have been described herein.

In exchange for products and services outlined in this proposal, Warren County agrees to pay Fidlar Technologies, the total amount due within 30 days from the date of invoice. Fidlar Technologies also reserves the right to collect monies owed in the event of nonpayment and recover any and all legal fees in addition to the unpaid balance.

ACCEPTED:

Ms. Linda Oda
Warren County, OH
406 Justice Drive
Lebanon, OH 45036

Print Linda Oda
Signature [Handwritten Signature]
Title Recorder
Date 10-22-2021

ACCEPTED:

Fidlar Technologies
350 Research Parkway
Davenport, IA 52806

Print Alex R. J. Gigen
Signature [Handwritten Signature]
Title Director
Date 10-18-21

ACCEPTED:

Warren County Board of Commissioners

Signature [Handwritten Signature]
Date 10-20-21
Resolution No. 21-1453

APPROVED AS TO FORM

[Handwritten Signature]
Keith W. Anderson
Asst. Prosecuting Attorney



AFFIDAVIT OF NON-COLLUSION

STATE OF Iowa
COUNTY OF Scott

I, Alex Biggs, holding the title and position of Director at the firm Fisher Technologies, affirm that I am authorized to speak on behalf of the company, board directors and owners in setting the price on the contract, bid, or proposal. I understand that any misstatements in the following information will be treated as fraudulent concealment of true facts on the submission of the contract, bid or proposal.

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

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

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

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

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

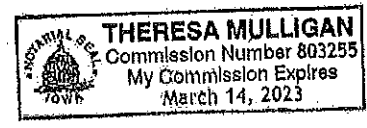
Relative to sealed bids, the price of the bid or proposal has not been disclosed to any client, company, or contractor, INCLUDING ANY MEMBER OF THE WARREN COUNTY BOARD OF COMMISSIONERS, and will not be disclosed until the formal bid/proposal opening date.

Alex Biggs
AFFIANT

Subscribed and sworn to before me this 22 day of October 2021

Theresa M. Mulligan
(Notary Public),

Scott County.



My commission expires 3/14 2023

Linda getting original non collusion affidavit

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 21-1454

Adopted Date October 26, 2021

ENTER INTO THE IN-BUILDING RADIO DISTRIBUTION AGREEMENT WITH VERIZON WIRELESS ON BEHALF OF WARREN COUNTY TELECOMMUNICATIONS FOR THE WARREN COUNTY JAIL

WHEREAS, Verizon Wireless will install multicarrier neutral host capable in-building distribution antenna system which shall include microcell(s), rerad(s) or other similar or comparable in-building radio distribution devices; and

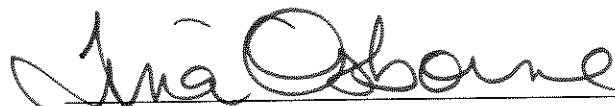
NOW THEREFORE BE IT RESOLVED, to authorize the President of the Board to sign the Verizon Wireless In-Building Radio Distribution Agreement for the Warren County Jail, as attached hereto and made a part hereof.

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

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

Resolution adopted this 26th day of October 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: c/a—Verizon Wireless
Telecom (file)

In-Building Radio Distribution Agreement

This In-Building Radio Distribution Agreement (“Agreement”) is made, and shall be effective, as of the last date of the signatures below (“Effective Date”), between Warren County Commissioners, with a principal place of business at 406 Justice Drive, Lebanon, OH 45036 (“Licensor”) and Celco Partnership d/b/a Verizon Wireless, a Delaware general partnership, with a principal place of business at One Verizon Way, Mail Stop 4AW100, Basking Ridge, NJ 07920 (“Licensee”). Licensor and Licensee may be referenced in this Agreement individually as a “Party” or collectively as the “Parties”.

1. **License.** Licensor hereby licenses to Licensee certain spaces on and within Licensor's premises at 406 Justice Drive, Lebanon, OH 45036 (the “Premises”) for the installation of a multicarrier neutral host capable in-building distributed antenna system (“System”) which shall include microcell(s), rerad(s) or other similar or comparable in-building radio-distribution devices and the antennas serving them together with cables, fibers or the equivalent connecting them, and for the placement of Licensee Equipment as defined below. The Premises, System, components and design principles are described on Exhibit A. Licensee’s Equipment is shown on Exhibit B. The Licensee Equipment shall include Licensee owned or controlled equipment for the exclusive use by Licensee that connects to the System. Licensee may replace and augment the System and the Licensee Equipment or portions of either with similar or comparable equipment and modify any frequencies upon which such equipment operates as needed to provide in-building coverage.
2. **Consideration.** In consideration for the rights granted herein, Licensor’s Premises will receive the benefits of enhanced wireless communications arising from operation of the System. The design, construction, equipment, installation and maintenance of the System shall be at Licensee’s sole cost.
3. **Construction, Installation, Maintenance & Interference.** All construction, installation and maintenance shall be performed by Licensee or its contractors in a safe manner consistent with current wireless industry engineering and construction standards and practices, and lien-free. Licensee, with Licensor’s cooperation as or if needed, shall obtain all required governmental and quasi-governmental permits, licenses, approvals, and authorizations. Licensee agrees to only install radio equipment of the type and frequency that will not cause measurable interference to the equipment of Licensor or other tenants of the Premises existing as of the date of this Agreement. Should Licensee’s equipment cause measurable interference, and provided Licensor gives written notice, Licensee will take all steps necessary to correct and eliminate the interference. Licensor agrees that it and/or any other tenant of the Premises (current or future) will install only such radio equipment that is of the type and frequency that will not cause measurable interference to the existing equipment of Licensee. Should Licensor’s or another tenants’ equipment cause measurable interference with Licensee, and provided Licensee gives written notice to Licensor of it, Licensor will take all steps necessary to correct and eliminate the interference, including causing other tenants of the Premises causing such interference to correct and eliminate the interference. The parties acknowledge that there will not be an

adequate remedy at law for non-compliance with the provisions of this paragraph and therefore, either party shall have the right to specifically enforce the provisions of this paragraph in a court of competent jurisdiction. Licensor expressly acknowledges and agrees that Licensee shall have the right to install exterior antennas as part of the System, as part of the initial installation contemplated under this Agreement, and as part of any future modifications.

4. Power. Licensor will supply electrical power in quality, quantity, and levels currently available at the Premises, and customary for the operation of the System, at Licensor's cost. Notwithstanding the foregoing, no interruption or discontinuance of such electrical power will render Licensor liable to Licensee for damages or relieve Licensee of any of its obligations hereunder, except as such results from the acts or omissions of the Licensor.

5. Ownership & Control. The System is personal property of Licensee, and Licensee at all times owns and controls the System. Licensor and Licensee agree, and Licensor shall so inform any purchaser or mortgagee of the Premises of this Agreement, that all equipment forming a part of the System shall be and remain the property of Licensee under all circumstances, under Licensee's exclusive control, free and clear of any liens or encumbrances other than those permitted by Licensee, and shall be deemed to be and remain personal property and not part of the real estate on which the same are located. Without limitation on any other rights of Licensee, such equipment may be removed by Licensee upon expiration or cancellation of the term of this Agreement, as the same may be from time to time extended or renewed, or upon earlier termination, for whatever reason. Licensee shall have 90 days after such expiration or termination to accomplish such removal. Licensee shall restore any areas of Licensor's premises damaged by such removal, except normal wear and tear.

6. Access. Licensor agrees to provide Licensee, its employees and agents access to the Premises twenty-four hours a day, seven days a week for the purpose of design, construction, installation, upgrading, maintenance and repair of the System, including testing of radio frequency coverage.

7. Term; Default; Termination.

a. The initial term of this Agreement shall be five years beginning on the Effective Date, with four automatic five-year renewal terms, unless Licensee terminates it at the end of the then current term by giving Licensor written notice of intent to terminate at least six months prior to the end of the then current term.

b. Notwithstanding anything to the contrary contained herein, Licensee shall have the right to terminate this Agreement at any time without cause provided that 30 days prior notice is given to Licensor.

c. In the event Licensee defaults in the performance of any of its covenants or obligations hereunder and such default continues for a period of 60 days after written notice thereof from Licensor (unless the nature of the event takes longer to cure and Licensee

commences a cure within the time period and diligently pursues it), Licensor may thereafter terminate this Agreement by written notice to Licensee.

d. Upon any such termination, Licensee shall remove Licensee Equipment and, at the option of Licensee, may remove the entire System. Licensee shall repair or restore any damage to the Premises resulting from the removal of the Licensee Equipment or System, normal wear and tear excepted.

8. Insurance.

a. The Licensee shall procure and maintain throughout the term of this Agreement commercial general liability insurance with limits of \$2,000,000 per occurrence for bodily injury (including death) or damage to or destruction of property (including the loss of use thereof). Licensor shall be named as an additional insured as their interest may appear under this Agreement on the liability insurance. When permitted by law, Licensee may elect to self-insure any portion of the insurance required to be maintained if said Licensee meets one of the following criteria: (i) maintain a senior unsecured credit rating from Standard & Poor's and Moody's of at least BBB- or Baa2 or commensurate rating respectively; or (ii) maintain a minimum net worth of \$100 million at all times throughout the term of this Agreement. If, at any time during the term of this Agreement, Licensee no longer meets the self-insurance requirements set forth above, Licensee shall procure and maintain insurance for the risks it is self-insuring as soon as possible but no later than 30 days from the date of such event.

9. Limitation of Liability. Whether the cause of any damage, loss or liability is insurable, insured or not insured, foreseen or unforeseen, neither Party shall be responsible or liable to the other for anticipatory profits or any indirect, special, incidental or consequential damages of any kind or nature arising directly or indirectly in connection with the construction, use or operation of the Premises or the exercise of any rights related thereto, whether based on an action or claim in contract or tort, including negligence, strict liability or otherwise.

10. Quiet Enjoyment. Licensor covenants that Licensee, upon performing all the covenants, shall peaceably and quietly have, hold and enjoy the Premises. Licensor owns or leases the Premises or otherwise has the right to grant the license given in this Agreement; the Licensor has obtained all required consents or approvals from any landlord, mortgagee or other person or entity having an interest therein; and Licensor is not in default under any lease with the owner of the Premises and the term of such lease extends to the term of this Agreement with any and all renewal terms.

11. Title and Environmental Representations and Warranties. Except as disclosed to and acknowledged in writing by Licensee, Licensor represents and warrants that Licensor owns or leases the Premises or otherwise has the right to grant the license granted hereunder and has obtained all required consents or approvals from any landlord, mortgagee or other person or entity having an interest therein;. At its sole discretion, Licensee may cease installation or operation of the System and Licensee Equipment, until such times as

Licensee Site Name/Loc: Warren County Jail / 683451

Licensor corrects any condition that would be a breach of the above representations and warranties.

12. Assignment. This Agreement may be assigned by Licensee to its principal, affiliates or subsidiaries, or to any entity which acquires all or substantially all of its assets in the applicable FCC license area by reason of a merger, acquisition or other business reorganization, without the consent of Licensor. As to other parties, any sale, assignment or transfer by either Party must be with the written consent of the other Party, such consent not to be unreasonably withheld.

13. Notice. All notices hereunder must be in writing and shall be sent certified mail, return receipt requested, to Licensor at 406 Justice Dr., Lebanon, OH 45036 and to Licensee at 180 Washington Valley Road, Bedminster, NJ 07921, Attention Network -- Real Estate.

14. Miscellaneous. This Agreement contains all agreements, promises and understandings between Licensor and Licensee regarding this transaction, and no oral agreement, promises or understandings shall be binding upon either Licensor or Licensee in any dispute, controversy or proceeding. This Agreement may not be amended or varied except in a writing signed by all Parties. This Agreement shall extend to and bind the heirs, personal representatives, successors and assigns hereto. The failure of either Party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights hereunder shall not waive such rights, and the Parties shall have the right to enforce such rights at any time. This Agreement and the performance hereof shall be governed interpreted, construed and regulated by the laws of the state in which the Premises are located without reference to its choice of law rules.

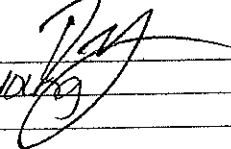
[SIGNATURE PAGE FOLLOWS.]

Licensee Site Name/Loc: Warren County Jail / 683451


IN WITNESS WHEREOF, the authorized representatives of the Parties hereto execute this Agreement below, intending to be bound.

LICENSOR

Warren County Commissioners


By: 
Name: David G. Young
Title: President
Date: 10-26-21

APPROVED AS TO FORM


Adam M. Nice
Asst. Prosecuting Attorney

LICENSEE

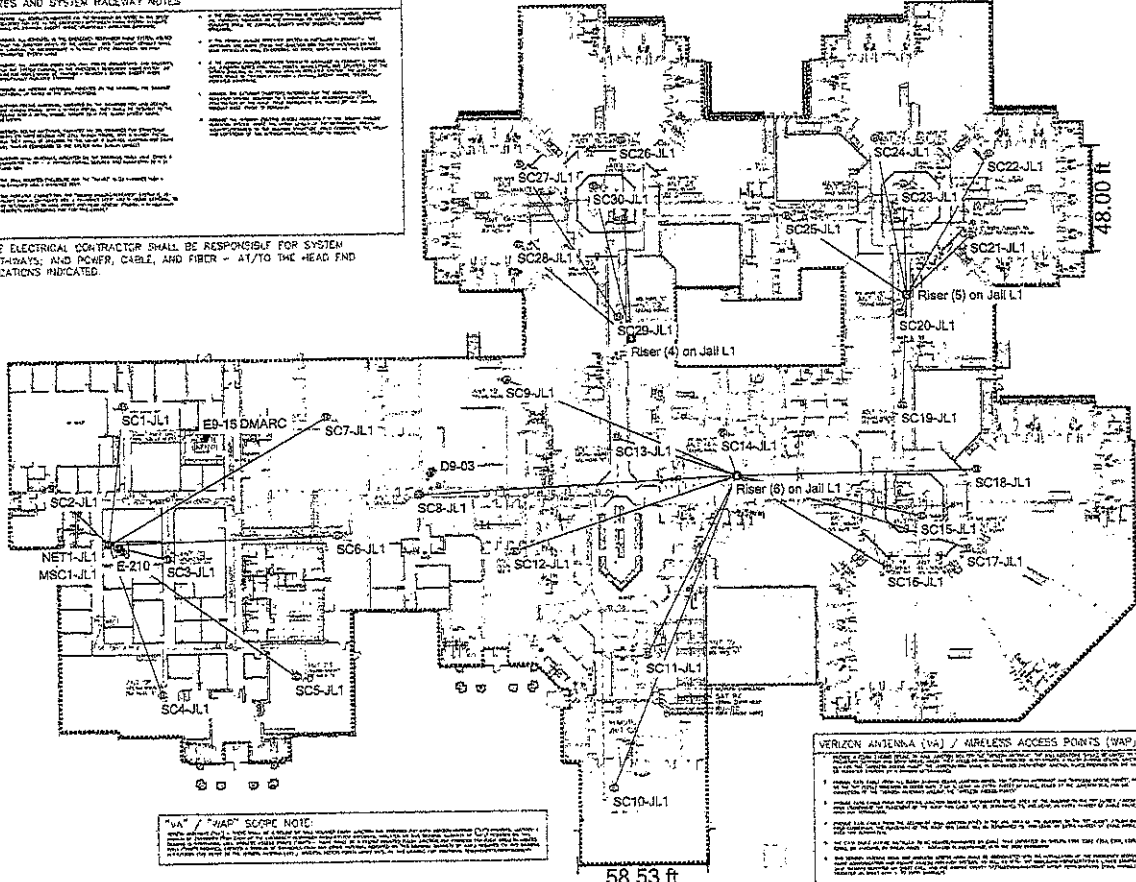
Cellco Partnership
d/b/a Verizon Wireless

By: 
Name: Rob Sanderson
Title: Sr Manager In Building
Date: 10-8-21

"EMERGENCY RESPONDER RADIO" AND "800MHZ ANALOG REPEATER" SYSTEM NOTES AND SYSTEM RACKWAY NOTES

1. THE ELECTRICAL CONTRACTOR SHALL BE RESPONSIBLE FOR SYSTEM PATHWAYS, AND POWER, CABLE, AND FIBER - AT/TO THE HEAD END LOCATIONS INDICATED.
2. THE OWNER'S CONTRACTOR SHALL BE RESPONSIBLE FOR FURNISHING AND INSTALLING THE EMERGENCY RESPONDER RADIO AND 800MHZ ANALOG REPEATER SYSTEMS AT THE LOCATIONS INDICATED.
3. THE ELECTRICAL CONTRACTOR SHALL BE RESPONSIBLE FOR THE SYSTEM PATHWAYS, AND POWER, CABLE, AND FIBER - AT/TO THE HEAD END LOCATIONS INDICATED.
4. THE OWNER'S CONTRACTOR SHALL BE RESPONSIBLE FOR FURNISHING AND INSTALLING THE EMERGENCY RESPONDER RADIO AND 800MHZ ANALOG REPEATER SYSTEMS AT THE LOCATIONS INDICATED.
5. THE ELECTRICAL CONTRACTOR SHALL BE RESPONSIBLE FOR THE SYSTEM PATHWAYS, AND POWER, CABLE, AND FIBER - AT/TO THE HEAD END LOCATIONS INDICATED.
6. THE OWNER'S CONTRACTOR SHALL BE RESPONSIBLE FOR FURNISHING AND INSTALLING THE EMERGENCY RESPONDER RADIO AND 800MHZ ANALOG REPEATER SYSTEMS AT THE LOCATIONS INDICATED.
7. THE ELECTRICAL CONTRACTOR SHALL BE RESPONSIBLE FOR THE SYSTEM PATHWAYS, AND POWER, CABLE, AND FIBER - AT/TO THE HEAD END LOCATIONS INDICATED.
8. THE OWNER'S CONTRACTOR SHALL BE RESPONSIBLE FOR FURNISHING AND INSTALLING THE EMERGENCY RESPONDER RADIO AND 800MHZ ANALOG REPEATER SYSTEMS AT THE LOCATIONS INDICATED.
9. THE ELECTRICAL CONTRACTOR SHALL BE RESPONSIBLE FOR THE SYSTEM PATHWAYS, AND POWER, CABLE, AND FIBER - AT/TO THE HEAD END LOCATIONS INDICATED.
10. THE OWNER'S CONTRACTOR SHALL BE RESPONSIBLE FOR FURNISHING AND INSTALLING THE EMERGENCY RESPONDER RADIO AND 800MHZ ANALOG REPEATER SYSTEMS AT THE LOCATIONS INDICATED.

THE ELECTRICAL CONTRACTOR SHALL BE RESPONSIBLE FOR SYSTEM PATHWAYS, AND POWER, CABLE, AND FIBER - AT/TO THE HEAD END LOCATIONS INDICATED.



"VA" / "WAP" SCOPE NOTE

THIS NOTE APPLIES TO THE VERIZON ANTENNA (VA) AND WIRELESS ACCESS POINTS (WAP) LOCATIONS INDICATED ON THIS PLAN. THE ELECTRICAL CONTRACTOR SHALL BE RESPONSIBLE FOR THE SYSTEM PATHWAYS, AND POWER, CABLE, AND FIBER - AT/TO THE HEAD END LOCATIONS INDICATED. THE OWNER'S CONTRACTOR SHALL BE RESPONSIBLE FOR FURNISHING AND INSTALLING THE VERIZON ANTENNA (VA) AND WIRELESS ACCESS POINTS (WAP) SYSTEMS AT THE LOCATIONS INDICATED.

VERIZON ANTENNA (VA) / WIRELESS ACCESS POINTS (WAP)

1. THE ELECTRICAL CONTRACTOR SHALL BE RESPONSIBLE FOR THE SYSTEM PATHWAYS, AND POWER, CABLE, AND FIBER - AT/TO THE HEAD END LOCATIONS INDICATED.
2. THE OWNER'S CONTRACTOR SHALL BE RESPONSIBLE FOR FURNISHING AND INSTALLING THE VERIZON ANTENNA (VA) AND WIRELESS ACCESS POINTS (WAP) SYSTEMS AT THE LOCATIONS INDICATED.
3. THE ELECTRICAL CONTRACTOR SHALL BE RESPONSIBLE FOR THE SYSTEM PATHWAYS, AND POWER, CABLE, AND FIBER - AT/TO THE HEAD END LOCATIONS INDICATED.
4. THE OWNER'S CONTRACTOR SHALL BE RESPONSIBLE FOR FURNISHING AND INSTALLING THE VERIZON ANTENNA (VA) AND WIRELESS ACCESS POINTS (WAP) SYSTEMS AT THE LOCATIONS INDICATED.

THE ELECTRICAL CONTRACTOR SHALL BE RESPONSIBLE FOR SYSTEM PATHWAYS, AND POWER, CABLE, AND FIBER - AT/TO THE HEAD END LOCATIONS INDICATED.

THE OWNER'S CONTRACTOR SHALL BE RESPONSIBLE FOR FURNISHING AND INSTALLING THE EMERGENCY RESPONDER RADIO AND 800MHZ ANALOG REPEATER SYSTEMS AT THE LOCATIONS INDICATED.

FIRST FLOOR EMERGENCY RESPONDER RADIO COMMUNICATION & 800MHZ ANALOG REPEATER SYSTEM PLANS

SCALE: 1/4" = 1'-0"

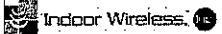
PRATER
Engineering Associates, Inc.
1111 North Main Street
Fort Wayne, IN 46802
Phone: 317.434.1111
Fax: 317.434.1112
www.prater.com

VERIZON ANTENNA (VA) / WIRELESS ACCESS POINTS (WAP)

UNIVERSITY MICROFILMS INTERNATIONAL

FIRST FLOOR ERIC SYSTEM PLANS

E311



Indoor Wireless Inc.
2740 Maplecrest Rd.
Fort Wayne, IN 46815
Designer: Bruce A. Yoder

Revision History

Rev	Description

Project name

Warron County

Plan name

Jail L1

Date

4/20/2020

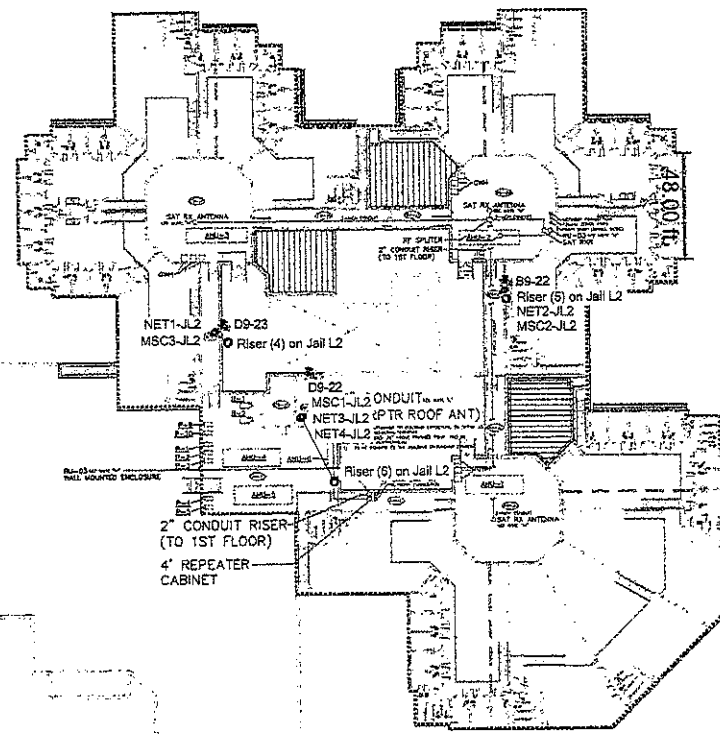
Page 3 of 4

Supplemental Requirements for the Electrical Contractor in Support of the "Emergency Responder Communication System" and the "800MHz In-House Repeater System"

1. "All work" on projects of this nature shall be subject to the following conditions and shall be subject to the following conditions:
 - a. The contractor shall be responsible for providing the necessary permits and fees for all work on this project.
 - b. The contractor shall be responsible for providing the necessary permits and fees for all work on this project.
 - c. The contractor shall be responsible for providing the necessary permits and fees for all work on this project.
 - d. The contractor shall be responsible for providing the necessary permits and fees for all work on this project.
 - e. The contractor shall be responsible for providing the necessary permits and fees for all work on this project.
2. The contractor shall be responsible for providing the necessary permits and fees for all work on this project.
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7. The contractor shall be responsible for providing the necessary permits and fees for all work on this project.
8. The contractor shall be responsible for providing the necessary permits and fees for all work on this project.
9. The contractor shall be responsible for providing the necessary permits and fees for all work on this project.
10. The contractor shall be responsible for providing the necessary permits and fees for all work on this project.

"EMERGENCY RESPONDER RADIO" AND "800MHz ANALOG REPEATER" SYSTEM NOTES AND SYSTEM RACEWAY NOTES

1. The contractor shall be responsible for providing the necessary permits and fees for all work on this project.
2. The contractor shall be responsible for providing the necessary permits and fees for all work on this project.
3. The contractor shall be responsible for providing the necessary permits and fees for all work on this project.
4. The contractor shall be responsible for providing the necessary permits and fees for all work on this project.
5. The contractor shall be responsible for providing the necessary permits and fees for all work on this project.
6. The contractor shall be responsible for providing the necessary permits and fees for all work on this project.
7. The contractor shall be responsible for providing the necessary permits and fees for all work on this project.
8. The contractor shall be responsible for providing the necessary permits and fees for all work on this project.
9. The contractor shall be responsible for providing the necessary permits and fees for all work on this project.
10. The contractor shall be responsible for providing the necessary permits and fees for all work on this project.



THE ELECTRICAL CONTRACTOR SHALL BE RESPONSIBLE FOR SYSTEM PATHWAYS, AND POWER, CABLE, AND FIBER - AT/TO THE HEAD END LOCATIONS INDICATED.

THE OWNER'S CONTRACTOR SHALL BE RESPONSIBLE FOR FURNISHING AND INSTALLING THE EMERGENCY RESPONDER RADIO AND 800MHz ANALOG REPEATER SYSTEMS AT THE LOCATIONS INDICATED.

PRATER Engineering Associates, Inc.
SECOND FLOOR EMERGENCY RESPONDER RADIO COMMUNICATION & 800MHz ANALOG REPEATER SYSTEM PLANS
 5/20/2020 1/16-17-0

PRATER Engineering Associates, Inc.
 1215 W. Main Street, Suite 200
 Fort Wayne, IN 46816
 Phone: 317.234.1100
 Fax: 317.234.1101
 www.praterinc.com

1	2	3	4	5	6	7	8	9	10
11	12	13	14	15	16	17	18	19	20
21	22	23	24	25	26	27	28	29	30
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51	52	53	54	55	56	57	58	59	60
61	62	63	64	65	66	67	68	69	70
71	72	73	74	75	76	77	78	79	80
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91	92	93	94	95	96	97	98	99	100



UNIVERSITY OF INDIANA
PRATER Engineering Associates, Inc.
Professional Engineer
No. 12345
State of Indiana
Exp. 12/31/2020

SECOND FLOOR ERRC SYSTEM PLANS
E312



Indoor Wireless Inc.
 2740 Maplecrest Rd.
 Fort Wayne, IN 46816
 Designer: Bruce A. Yoder

Revision History

1	2	3	4	5	6	7	8	9	10
11	12	13	14	15	16	17	18	19	20
21	22	23	24	25	26	27	28	29	30
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51	52	53	54	55	56	57	58	59	60
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71	72	73	74	75	76	77	78	79	80
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91	92	93	94	95	96	97	98	99	100

Project Name

Warron County

Plan Name

Jail L2

4/20/2020

Equipment List Report

Project name: Warren County
 Project creation date: 4/20/2020

Design company: Indoor Wireless Inc.
 Designer: Bruce A. Yoder

Type	Manufacturer	Model	Description	Inventory#	Qty
Network Equipment	Cisco	WS-C3560CX-8PC-S	Cisco Catalyst 3560-CX Series Switches - 10 10/100/1000 Ethernet ports + 2 SFP Ports, with AC power supply	N/A	5
Cable	CommScope	760107201	GigaSPEED X10D® Cat 6A U/UTP Cable, blue jacket, 4 pr count, per ft (2091B BL 4/23 W1000)	N/A	3512.35 feet
Cable	CommScope	CPCSSY2-02M002	GigaSPEED X10D® Patch Cord Blue, Plenum, 2m	N/A	30
Miscellaneous	CommScope	760152587	SYSTIMAX 360™ GigaSPEED X10D® 1100GS6 Evolve Cat 6A U/UTP Patch Panel, 24 port	N/A	4
Radio Transceiver	SpiderCloud Wireless	SCRN-310-0413	Dual-carrier, LTE/LTE Radio Node, PoE+, Internal Antenna, LTE Band 4 (1710-1755/2110-2155) / LTE Band 13 (777-787/746-756); 2x21 dBm. Note: Default mount orientation: ceiling-mount. For wall-mount, set mechanical downtilt angle to 90 degrees.	N/A	30

Resolution

Number 21-1455

Adopted Date October 26, 2021

AUTHORIZE ACCEPTANCE OF QUOTE FROM CENTRALSQUARE ON BEHALF OF
WARREN COUNTY TELECOMMUNICATIONS FOR THIRTY FIELD OPS LICENSES

WHEREAS, CentralSquare will provide 30 Field Ops Licenses per Quote Q-67720 for Warren
County Telecom, as indicated on the attached quote for purchase; and


NOW THEREFORE BE IT RESOLVED, to accept quote from CentralSquare quote on behalf of
Warren County Telecommunications for Field Ops Licenses as attached hereto and a part hereof;

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

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

Resolution adopted this 26th day of October 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: c/a—CentralSquare
Telecom (file)



Quote prepared on:
September 16, 2021
Quote prepared by:
Jodi Hartz
jodi.hartz@centralsquare.com

Quote #: Q-67720
Primary Quoted Solution: PSJ Enterprise
Quote expires on: October 30, 2021

Quote prepared for:
Gary Estes
Warren County
500 Justice Drive
Lebanon, OH 45036-1308
513-695-1810

Thank you for your interest in CentralSquare. CentralSquare provides software that powers over 8,000 communities. More about our products can be found at www.centralsquare.com.

WHAT SOFTWARE IS INCLUDED?

PRODUCT NAME	QUANTITY	UNIT PRICE	TOTAL
Field Ops - Companion Pricing Annual Subscription Fee	30	120.00	3,600.00
Software Total			3,600.00 USD

QUOTE SUMMARY

Software Subtotal	3,600.00 USD
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Quote Total 3,600.00 USD

WHAT ARE THE RECURRING FEES?

TYPE	AMOUNT
FIRST YEAR MAINTENANCE TOTAL	0.00



Quote prepared on:

September 16, 2021

Quote prepared by:

Jodi Hartz

jodi.hartz@centralsquare.com

FIRST YEAR SUBSCRIPTION TOTAL	3,600.00
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The amount totals for Maintenance and/or Subscription on this quote include only the first year of software use and maintenance. Renewal invoices will include this total plus any applicable uplift amount as outlined in the relevant purchase agreement.

BILLING INFORMATION

Fees will be payable within 30 days of invoicing.

Please note that the Unit Price shown above has been rounded to the nearest two decimal places for display purposes only. The actual price may include as many as five decimal places. For example, an actual price of \$21.37656 will be shown as a Unit Price of \$21.38. The Total for this quote has been calculated using the actual prices for the product and/or service, rather than the Unit Price displayed above.

Prices shown do not include any taxes that may apply. Any such taxes are the responsibility of Customer. This is not an invoice.

For customers based in the United States or Canada, any applicable taxes will be determined based on the laws and regulations of the taxing authority(ies) governing the "Ship To" location provided by Customer on the Quote Form.

PAYMENT TERMS

License Fees & Annual Subscriptions

- 100% Due Upon Contract Execution

Contract Startup

- 100% Due Upon Contract Execution

Hardware & Third-Party Software

- 100% Due Upon Contract Execution

Services

- Fixed Fee: 100% Due Upon Completion
- Time & Material: Due as Incurred
- Services Bundle: Fixed Fee, 100% Due Upon Execution

Third-Party Services

- Fixed Fee: 50% Due Upon Contract Execution; 50% Due Upon Completion

Travel & Living Expenses

- Due as Incurred

MORE INFORMATION AT CENTRALSQUARE.COM



Quote prepared on:
September 16, 2021
Quote prepared by:
Jodi Hartz
jodi.hartz@centralsquare.com

PURCHASE ORDER INFORMATION

Is a Purchase Order (PO) required for the purchase or payment of the products on this Quote Form? (Customer to complete)

Yes [] No []

Customer's purchase order terms will be governed by the parties' existing mutually executed agreement, or in the absence of such, are void and will have no legal effect.

PO Number: _____

Initials: _____

Warren County

Signature: 

Name: David G. Young

Date: 10.26.21

Title: President

APPROVED AS TO FORM



Adam M. Nice
Asst. Prosecuting Attorney

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 21-1456

Adopted Date October 26, 2021

ENTER INTO AGREEMENTS WITH F&E PAYMENTPROS AND FORTE PAYMENT SYSTEMS, INC. RELATIVE TO CREDIT CARD PROCESSING SERVICE ON BEHALF OF WARREN COUNTY TRANSIT SERVICE

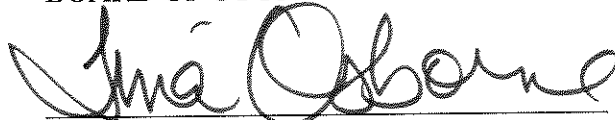
BE IT RESOLVED, to enter into agreements with F&E PaymentPros and Forte Payment Systems, Inc, relative to credit card processing on behalf of Warren County Transit; copy of said agreements attached hereto and made a part hereof.

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

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

Resolution adopted this 26th day of October 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a – F&E PaymentPros
c/a – Forte Payment Systems, Inc
Transit (file)

Lock in the dollars - Lock out the fraud.



PaymentPros

July 15, 2021

Susanne Mason
WARREN COUNTY PUBLIC TRANSIT
406 Justice Drive
Lebanon, OH 45036



F&E's Secured Electronic Payment Solution

F&E's exclusive secure, Electronic Online & Counter Payment Solution, *EZ SecurePay*, provides a government entity the ability to accept electronic payments, both credit card and electronic check, at the counter and online. *EZ SecurePay* was designed for government entities with the ability to provide a variety of features and functionality across multiple departments – customizing to each's needs.

Features and Benefits include:

- ✓ Fund availability 1-2 days – automatically deposited into your organization's bank account
- ✓ Detail & Summary reporting capabilities
- ✓ PCI & NACHA compliant
- ✓ Client Portal for administration and reports
- ✓ Posting file to import to the core billing software (*optional*)*
- ✓ Consumer address change management (*optional*)
- ✓ Transaction search capabilities
- ✓ Electronic Statement Presentation* – past due, current total before due date, and after due date amounts shown (*optional*)
- ✓ Consumer account with login (*optional*)
- ✓ Data hosting (*optional – available with Hosted Data Solution*)
- ✓ MasterCard, VISA, & Discover (optionally AmEx)
- ✓ Electronic check (e-check)
- ✓ Counter card-swipe
- ✓ E-billing feature included at no additional cost saves on print costs

BOTH “**Convenience Fee**” (user pays the transaction fee) and “**Absorbed Fee**” (client pays the transaction fees) models are available for credit card and electronic check transactions.

*The solution provides a customized posting file to meet the requirements of your core software. Your core software must utilize “lockbox import capability” to import the file for posting.

F&E PaymentPros | 9279 Olde Eight Road | PO Box 670289 | Northfield OH 44067 | fepaymentpros.com
330.468.2004 | 800.852.6301 | F: 330.468.069



Functionality of the Solution:

USER (CONSUMER) PERSPECTIVE:

- ✓ Provides the convenience of choice for the client's customers – to pay by credit card or electronic check
- ✓ Provides the convenience of paying by electronic payment methods either at the counter or online
- ✓ User can pay by credit card, logo'd debit cards or electronic check

CLIENT (YOUR) PERSPECTIVE:

Through the EZ SecurePay Client Portal ...

- ✓ Daily, client **downloads payment posting file & reports**. Client may then use this data to update their billing records or upload payment posting file into core billing system to update accounts (for batch processing; in real-time posting applications this is not necessary)
- ✓ Detailed and summary reports by department are available in real-time for accurate accounting and balancing
- ✓ Client can **research the payment database** to look-up and confirm payment on any transaction in real time
- ✓ Client can process counter credit card transactions via the **EZ SecurePay counter payment** module (included with every installation, requires optional card swipe units)
- ✓ Support on all hardware & software is handled directly by F&E PaymentPros personnel

SCALABILITY – FULL HOSTED DATA SOLUTION:

- ✓ **User can create their own city/county payment login** through the link from the client's (yours) website putting them onto the EZ SecurePay secure server
- ✓ User can look up their **utility, court, tax, permit, fees and other municipal/county account(s)** and add them to their login. User may add unlimited number of accounts to their login to monitor account balance dues and make payments
- ✓ Shopping cart format - users can select one, many or all accounts to pay
- ✓ User can sign up for **electronic billing** and can submit **change of address**
- ✓ Full electronic billing functionality where will receive a **copy of their bill via email** on the billing cycle (**at no charge to the client** – whether one or a thousand sign up for this feature!)



Breakdown of Costs:

F&E's Secured Electronic Payment Solution: EZ SecurePay Online & Counter Solution	Price: <i>(using F&E gateway provider)</i>
ONE-TIME - Design, development, implementation, integration with custom county built front-end solution:	\$ 250 one time
RECURRING - Monitoring, technical support, client portal:	\$ 0 annual
HARDWARE - Counter credit card swipe units: Quantity: _____ @ \$125/each card mag swipe unit Quantity: _____ @ \$485/each EMV "chip" unit	\$ _____ one time
TOTAL FIRST YEAR INVESTMENT:	\$ _____
Transaction Fees: (based on Warren County Treasurer relationship)	
✓ Credit Card Transaction fees – "Convenience Fee" model @	2.50% per transaction
✓ Electronic Check Transaction fees – "Convenience Fee" @ <i>Regardless of model selected, ACH returns for non-existent accounts, non-sufficient funds or for any other reason, will be charged back to the client at a fixed fee of \$2.50/return.</i>	\$1.25 per transaction

Payment Terms: Deposit: Upon receipt of P.O./order, invoice generated for the design/implementation fee, due immediately. Deposit is required before any software application customization commences.

Balance: Invoiced immediately upon implementation and training, due net 20 days.

Recurring charges: Billed quarterly in advance.

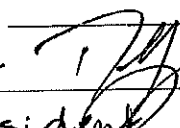
Transaction fees: Absorbed model billed monthly, for previous month, based on actual volume.

Delivery: 30 – 60 days after receipt of order & all order requirements including business rules. Delivery and installation schedule will be coordinated with client and F&E PaymentPros.

CONFIDENTIALITY STATEMENT

F&E PaymentPros & EZ SecurePay, LLC (hosting partner) will treat all information concerning customer accounts provided by client as confidential and will not share with unauthorized third parties. However, any person or party accessing hosted customer account information via the website customer login shall be considered authorized.

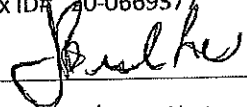
Accepted by: _____
P.O.: _____ (optional)

Signature: *  Date: 10/26/21

Title: President


F&E PaymentPros

Tax ID# 30-0669377

 Date: 7/15/21

J. Brad Lewis, President

APPROVED AS TO FORM



Keith W. Anderson
Asst. Processing Attorney

EZ SecurePay, LLC
ACH CLIENT PROCESSING AGREEMENT

GENERAL TERMS AND CONDITIONS

These General Terms and Conditions (the "General Terms and Conditions") are attached to that certain EZ SecurePay, LLC Client Set-Up Form (the "Client Set-Up Form", a copy of which is attached hereto identified as Exhibit 'A') which, together with all the other Schedules attached, constitute a single EZ SecurePay, LLC Client Processing Agreement (this "Agreement") by and between EZ SecurePay, LLC, an Ohio Corporation ("The Processor") and the Client identified in the Client Set-Up Form ("Client"). Capitalized terms not otherwise defined herein will have the meanings set forth in the National Automated Clearinghouse Association ("NACHA") Operating Rules (the "Rules").

WHEREAS, Processor has developed a communications and database system which, together with its proprietary website, is used to initiate the processing, collection and reporting of automated clearing house ("ACH") and paper payment items and uses the Federal Automated Clearinghouse Network (the "ACH Network") to transfer funds electronically (the "The Processor System");

WHEREAS, The Client's Financial Institution is authorized by the Federal Reserve Bank to act as an Originating Depository Financial Institution (the "ODFI Sponsor Bank"). As such, The Financial Institution may send and receive transactions through the ACH Network for itself and other contracted originators. The name of the ODFI Sponsor Bank of the Financial Institution is specified on the signature page of this Agreement. WHEREAS, Client desires to originate Debit Entries and Credit Entries via The Processor System to and from a depository account (the "Designated Account") maintained by Client at the Banking Institution identified in the Client Set-Up Form included within this Agreement and at other banks and financial institutions by means of the ACH Network; and

WHEREAS, the purpose of this Agreement is to state the terms and conditions under which Processor shall make the Processor System available to Client.

Accordingly, in consideration of the premises and promises contained herein, Client and Processor agree as follows:

1. **APPOINTMENT OF THE PROCESSOR.** Subject to the terms and conditions of this Agreement, Client hereby hires Processor and Processor or its contractor shall perform the Processors' Services indicated in the Client Set-Up Form for Client. Processor shall obtain from Client all of Processor's requirements for the services described on the Client Set-Up Form.

2. **FEEES & PAYMENTS**

A. **Fees and Taxes.** Client shall pay Processor's fees for set-up, services, forms, or equipment in accordance with the rates set forth on the Client Set-Up Form and the Schedules attached hereto and signed by Client and Processor. The quantity and dollar volume of transactions upon which fees and charges are calculated shall be based upon the Client's transactions recorded by Processor's computer system. Such fees will be calculated in arrears and debited from the Designated Account in such frequency as set forth in the Client Set-Up Form. Client shall also pay all taxes and other charges imposed by any governmental authority on the services provided under this Agreement (other than income, franchise, or similar taxes imposed on Processor or Financial Institution.) Processor may adjust the applicable fees and charges upon thirty (30) days notice to Client at any time during any Renewal Term.

B. **Other Amounts Owed.** Client shall pay all charges incurred by Processor attributable to this agreement, including but not limited to charge backs, fines imposed by National Automated Clearing House Association ("NACHA"), or other third parties directly related to the processing of Client's transactions, non-sufficient fund fees, and ACH debits that overdraw the Designated Account or Reserve Account identified below or that are otherwise dishonored.

C. **Authorized Debits.** Client authorizes Processor to debit via ACH transfer the Designated Account or any other account Client maintains at the Banking Institution for any amount Client owes Processor under this Agreement or under any other agreement now existing or later entered into between Client and Processor. If amounts on deposit in the Banking Institution are insufficient to reimburse Processor, in full, Client shall pay Processor such amount upon demand. Client shall execute and deliver to Processor an ACH authorization agreement upon

request by and, in the form requested by Processor. The authority granted by this Section shall survive the termination of this Agreement and shall remain in effect until (i) Processor has received a written notification from Client of its termination of this Agreement in such manner as to afford Processor reasonable opportunity to act upon it and (ii) all obligations of Client to Processor that have arisen under this Agreement have been paid in full.

3. **TERM & TERMINATION**

A. **Term.** This Agreement will become effective as of the date this Agreement is accepted by Processor, shall continue for twelve (12) months thereafter, unless terminated as set forth below, and shall automatically renew for successive Renewal Terms of twelve (12) additional months each unless either Client or Processor notifies the other no later than ninety (90) days prior to the end of a Term that it does not desire to renew.

B. **Termination.** Client may terminate this Agreement prior to the end of any Term upon payment to Processor of an amount equal to the fees accrued for the Processing Services during the (immediately preceding twelve (12) calendar months (or if less than twelve (12) calendar months have passed since the commencement of this Agreement, then upon payment of an amount equal to the average monthly fees accrued since the commencement of this Agreement multiplied by twelve (12)). Processor may cease providing access to the Processor System to Client with or without notice if (i) any of the information provided by Client to Processor (including any information in the Client Set-Up form) contains any material misstatement or omission; (ii) Client becomes insolvent or makes an assignment for the benefit of its creditors or any proceeding is commenced by or against Client under any bankruptcy, liquidation or other debtor's protection law or statute; (iii) Client breaches any warranty or covenant under this Agreement; (iv) there is any material adverse change to the Client Data Information in the Client Set-Up Form, as determined by Processor in its sole discretion; or (v) Client attempts to assign or transfer this Agreement without having first obtained Processor's written consent in accordance with Section 12.D, below.

C. **Action upon Termination.** Client acknowledges that a consumer or business has the right to request proof of authorization for an ACH transaction for a period of no less than two (2) years following the date of the transaction or for so long as required by the Rules or for a period equal to the statute of limitations for breach of contract claims under applicable state law. Following any termination of the Agreement, Client shall maintain in the Designated Account (or the Reserve Account if deemed necessary by the Processor) an amount reasonably determined by Processor to cover all charge backs, deposit charges, refunds, equipment charges and fees incurred by Client for a period of ninety (90) days. Client authorizes Processor to charge such account, or any other account maintained under this Agreement for such amounts. If the amount in the Designated Account or the Reserve Account is not adequate or the accounts are no longer accessible after the ninety (90) mandatory period, Client agrees to pay Processor the amount it owes under this Agreement upon demand, together with all costs and expenses incurred to collect that amount, including reasonable attorneys' fees. Client's obligations and Processor's rights under this paragraph shall survive the expiration or earlier termination of this Agreement. Within fourteen (14) business days following the date of termination, Client agrees to return all equipment and/or software owned by Processor.

4. **ACCOUNTS; ACCOUNT MONITORING; COLLECTIONS.**

A. **Designated Account.** Client shall establish and maintain an account at a Banking Institution (the "Designated Account"). Client shall maintain sufficient funds in the Designated Account to satisfy all obligations, including but not limited to fees and chargeback's, contemplated by this Agreement and by the agreement with the Financial Institution. Client shall fill in all requested information regarding the Designated Account in the Banking Information section of the Client Set-up Form, and shall also attach a voided check for the account. Client shall notify Processor of any proposed changes in its Designated Account at least ten (10) business days prior to such change being effective and shall forward a voided check from such new account and any other documents Processor requests to Processor prior to changing such account.



EZ SecurePay, LLC
ACH CLIENT PROCESSING AGREEMENT

B. Account Monitoring. Processor shall monitor Client's daily deposit, charge back, and settlement activity. Processor may, upon reasonable grounds, delay the disbursement of transferred funds for such reasonable period required to investigate suspicious or unusual activity, provided that Processor makes commercially reasonable efforts immediately to notify Client of same. Processor shall have no liability for any losses, either direct or indirect, which Client may attribute to any such delay of funds disbursement. Any funds diverted shall be deposited immediately into a non-interest bearing account and not be released until such time such transactions or charge backs have been resolved to Processor's reasonable satisfaction.

C. Returned Item Collections. Client authorizes Processor to debit its customers' checking accounts for the principal amount of returned checks or debit entries and for any collection or service processing fees permitted by applicable law. Client shall, as required, obtain the consent of or notify each customer of the possibility of such debits prior to the Effective Date. Processor shall retain, as its fee for this service, the collection or service processing fee.

5. PROCESSING PROCEDURES.

A. Authorized Representative. Client shall designate one Authorized Representative with full authority to make decisions on behalf of the Client regarding the Client's use of the Processor System and the Financial Institution. The Client shall provide Processor and the Financial Institution with a written designation of such Authorized Representative on the Effective Date with his or her name, title and contact information for each such Representative, the signature of the Representative, and any specific limitations on each Representative's authority. Processor and the Financial Institution will be entitled to rely on any written notice or other written communication believed by them to be genuine and to have been signed by an Authorized Representative of the Client.

B. Transactions. Client covenants that any and all items that it or its employees submit to the Processor System shall be bona fide and non-fraudulent. Client shall not submit any customer transaction for processing without the required consent of or notice to Client's customer. With respect to each item presented to Processor, Client warrants specifically, but without limitation that: (1) it has good title to the item and is entitled to enforce payment thereof; (2) the signature on such item is authentic; (3) there has been no alteration of the item; (4) there are no defenses to and/or claims against the item; (5) the Client has no knowledge of the insolvency of the item's author; (6) the information on such item and in the ACH Network Entry is accurate; and (7) the item has been restrictively endorsed so that only banks can acquire rights of a holder in due course in the collection process. When Client originates any ACH Network PPD Accounts Receivable Truncated Check Debit Entry(s), such Entry(s) will be originated pursuant to the PPD Agreement and in the event any ACH Network Entry is rejected by the Federal Reserve for any reason whatsoever, Client shall remake such Entry; provided, however, that Processor shall remake such Entry if rejection by the ACH Network Operator was due to mishandling of such Entry by Processor and sufficient data is available to Processor to permit it to remake such Entry in a commercially reasonable manner.

C. Processing. Processor shall anticipate the generation of an ACH file from the Client's activities through the Processor's proprietary online system on each regular business day. Upon generation of the file, Processor shall verify that all transactions conform to specified formats and that transaction totals are accurate. Once the file is suitably validated, Processor shall process the file through the Processing System and provide reporting of the activities through the Client portal. In the event of an error or discrepancy, the file will not be processed, and Processor shall notify the Authorized Representative of Client. It is understood by all parties that electronic files will be transmitted using industry standard methods.

D. Records. Client shall obtain and retain all records related to the initiation and authorization of customer transactions, including all truncated checks and all digital (click-wrap) or written authorizations for Processor to collect and/or initiate transactions using the Processor System. Client shall obtain consent of or notify (as required) each customer of Client to the use of the Processor System to collect customer items. Digital (or, if applicable, written) copies of such records shall be delivered by Client to Processor within five (5) days of written request by Processor and shall otherwise be retained by Client for the greater of two (2) years following the date of transaction or the period required by NACHA rules and applicable laws. Client's obligations and Processor's rights under this paragraph shall survive the expiration or earlier termination of this Agreement.

E. Security Procedures. Client shall take all reasonable security precautions to prevent unauthorized or fraudulent use of the Processor System by Client, its employees, agents and customers. Processor may, but shall not be required to, assign to Client one or more identification numbers, passwords, certificates and/or security cards. The use and confidentiality of such numbers, passwords, certificates and cards shall be the sole responsibility of Client. Processor may, but shall not be obligated to, establish security guidelines and procedures regarding Client's use of the Processor System. Notwithstanding Processor's establishment of security guidelines and procedures, Client shall assume all responsibility for unauthorized or fraudulent use of the Processor systems or services. Processor shall have no responsibility to discover any possible breach of Client's security. Client shall immediately notify Processor if it discovers any breach of security. Processor shall have the right to audit and inspect Client's operation and web site to verify Client's compliance with such security measures.

F. Telephonic Support. Processor shall maintain a staff and a continental United States toll-free telephone line from which Processor shall use commercially reasonable efforts to answer the questions of Client, its employees and its customers with respect to use of the Processor System.

6. COMPLIANCE. The parties shall comply with all applicable laws, rules and regulations of federal, state and local governmental authorities and governing industry associations (including without limitation, Federal Reserve Regulation E (12 C.F.R. Part 205) and the rules of the NACHA, the Society for Worldwide Interbank Financial Telecommunications, sanctions enforced by the Office of Foreign Assets Control ("OFAC"), and pursuant to the PPD Accounts Receivable Truncated Check Debit Entries Agreement with NACHA (the "PPD Agreement"), as in effect from time to time,) all of which are incorporated herein by reference and made a part of this Agreement as if set forth in full herein. Processor may from time to time establish reasonable rules, regulations and operational guidelines with respect to use of the Processors Services by Client and Client's customers, and Client shall comply with such rules, regulations and guidelines ten (10) days after delivery thereof to Client.

7. WARRANTY, LIMITATIONS & INDEMNIFICATION.

A. Client Warranty. Client represents and warrants to Processor and the Financial Institution that all information in the Client Data section of the Client Set-Up Form is correct and complete. Client shall notify Processor and the Financial Institution in writing of any changes to the Client Data information in the Client Set-Up Form within ten (10) days of such change.

B. Processor Warranty. Processor warrants that the Processing System will process all ACH and paper items submitted by Client in the format required by this Agreement in accordance with the specific warranty set forth in each of the Specific Service Schedules attached hereto from time to time. Further, Processor shall maintain internal computer data integrity safeguards to protect against the accidental or unauthorized deletion or alteration of Client data in the possession of Processor.

PROCESSOR MAKES NO WARRANTY, EXPRESS OR IMPLIED NOT SET FORTH IN THIS WRITING OR ONE OF THE SCHEDULES HERETO.

C. Limitations on Liability. Client acknowledges that data processing involves the risk of human and machine errors, omissions, delays and losses, including inadvertent loss or misstatement of data that may give rise to loss or damage. Accordingly, Client agrees that IN NO EVENT SHALL THE FINANCIAL INSTITUTION OR PROCESSOR BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RESULTING FROM ANY FAILURE TO PROVIDE PROCESSING SERVICES, FOR ANY ERROR IN THE PROVISION OF PROCESSING SERVICES OR FROM OTHER CIRCUMSTANCES ASSOCIATED WITH THE SUBJECT MATTER OF THIS AGREEMENT, INCLUDING WITHOUT LIMITATION LOSS OF PROFIT, LOSS OR INTERRUPTION OF DATA OR COMPUTER TIME, OR ALTERATION OR ERRONEOUS TRANSMISSION OF DATA, EVEN IF THE FINANCIAL INSTITUTION OR PROCESSOR IS ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES. The foregoing limitation of liability and exclusion of certain damages shall apply regardless of the success or effectiveness of other remedies. Notwithstanding anything to the contrary contained herein, Processor or The Financial Institution shall not be responsible for delays in receipt of Client information or processing of Client information because of causes beyond its reasonable control, including, without limitation, failures or limitations on the availability of third party telecommunications or other transmission facilities and Client's failure to properly enter and/or transmit information.



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D. Processor Liability Cap. THE PROCESSOR'S SOLE LIABILITY TO THE CLIENT UNDER ANY PROVISION OF THIS AGREEMENT OR ANY RELATED AGREEMENT (WHETHER BASED ON TORT, CONTRACT, OR ANY OTHER THEORY), WILL BE LIMITED TO THE AMOUNT ACTUALLY PAID BY THE CLIENT TO THE PROCESSOR FOR THE PROCESSING SERVICES UP TO THE DATE THE EVENT OCCURRED GIVING RISE TO THE RECOVERY. ALL DAMAGES WILL BE REDUCED BY ANY AMOUNT RECEIVED BY THE CLIENT UNDER ANY INSURANCE POLICY COVERING THE EVENT GIVING RISE TO THE LIABILITY. THE PARTIES ACKNOWLEDGE THAT EACH OF THEM RELIED UPON THE INCLUSION OF THIS LIMITATION IN CONSIDERATION OF ENTERING INTO THIS AGREEMENT.

E. THE FINANCIAL INSTITUTION AND ITS ODFI SPONSOR BANK LIABILITY CAP. THE FINANCIAL INSTITUTION AND ITS ODFI SPONSOR BANK'S SOLE LIABILITY TO THE CLIENT UNDER ANY PROVISION OF THIS AGREEMENT OR ANY RELATED AGREEMENT (WHETHER BASED ON TORT, CONTRACT, OR ANY OTHER THEORY), WILL BE LIMITED TO \$50. THE PARTIES ACKNOWLEDGE THAT EACH OF THEM RELIED UPON THE INCLUSION OF THIS LIMITATION IN CONSIDERATION OF ENTERING INTO THIS AGREEMENT. THE ODFI SPONSOR BANK OF THE FINANCIAL INSTITUTION IS SPECIFIED ON THE SIGNATURE PAGE OF THIS AGREEMENT, AND ALTHOUGH THE ODFI SPONSOR BANK IS NOT A SIGNING PARTY TO THIS AGREEMENT, ALL SIGNING PARTIES ACCEPT AND ACKNOWLEDGE THE LIMITATIONS OF LIABILITY AND INDEMNIFICATION OF THE ODFI SPONSOR BANK SPECIFIED IN THIS AGREEMENT. IF THE SPECIFIED ODFI SPONSOR BANK CHANGES OR THE FINANCIAL INSTITUTION UTILIZES AN ADDITIONAL ODFI SPONSOR BANK DURING THE TERM OF THIS AGREEMENT, THE FINANCIAL INSTITUTION WILL NOTIFY ALL SIGNING PARTIES IN WRITING, AND ALL SIGNING PARTIES ACKNOWLEDGE THAT ALL TERMS AND CONDITIONS OF THIS AGREEMENT WILL APPLY TO THE ORIGINALLY SPECIFIED ODFI SPONSOR BANK AND ANY NEW OR ADDITIONAL ODFI SPONSOR BANKS.

F. LIABILITY. Each party to this Agreement agrees to be liable for the negligent acts or negligent omissions, intentional, or wrongful acts or omissions, by or through itself, its employees and agents. Each party further agrees to defend itself and themselves and pay any judgements and costs arising out of such negligent, intentional or wrongful acts or omissions, and nothing in this Agreement shall impute or transfer any such liability from one to the other.

Subject to the foregoing limitation on liability, Processor shall defend and indemnify Client and hold it harmless from and against any and all liability, loss, damages, costs or expenses (including court costs and reasonable attorney's fees) arising out of or resulting from (i) any claim or infringement of patent, copyright, trademark or other intellectual property with respect to the Processing System, and (ii) Processor's break of this Agreement.

8. PROPRIETARY INFORMATION & NONDISCLOSURE.

A. Of Processor. All systems, programs, operating instructions, documentation and know-how used in or by the Processor System shall be and remain the exclusive proprietary property of Processor. Client shall hold in the highest confidence all information that Client may receive from Processor with respect to the Processor System (the "Processor Information"). Client's obligations apply to all Processor Information, whether oral or written, in drawings or machine readable form, whether or not expressly marked "confidential," except (i) to the extent Processor Information was lawfully in Client's possession prior to its disclosure to Client hereunder; or (ii) it enters the public domain through no fault of Client; or (iii) upon reasonable prior notice to Processor and opportunity to seek protective provisions with respect thereto if Processor Information is required to be disclosed in connection with any kind of judicial, arbitration or similar proceeding provided that Client shall cooperate with Processor in the adoption of reasonable measures to protect the Processor Information from disclosure into the public record. Client acknowledges that it may not use any of the Processor Information for its own account except in the furtherance of its activities under this Agreement.

B. Of Client. To permit Client to comply with the Gramm-Leach-Bliley Act, entitled "Disclosure of Financial Information" with regard to third party service providers, Processor provides the following statement: Processor shall treat as confidential and shall not disclose or otherwise make available any nonpublic information related to any customer of Client in any form, other than to employees, consultants and delegates of Processor as may be necessary for Processor to provide the services to Client described herein. Processor shall instruct those employees and consultants and other parties who have access to the customer information to keep all such customer information confidential by using the same care and discretion that Processor uses with respect to its own confidential information and trade secrets. Processor shall comply with all current and future applicable regulatory implementation of the Gramm-Leach-Bliley Act with regard to customer information. Without limiting this section,

upon termination of this Agreement for any reason, Processor shall destroy any and all copies of customer information in its possession or, at Client's direction and expense, return all files containing customer information to Client." All customer data collected by Client and transmitted to Processor shall be owned by Client, and may not be used or disclosed by Processor except to perform services pursuant to this Agreement. Processor shall hold in the highest confidence all information that Processor may receive from Client with respect to Client's customers and financial condition. Client hereby grants irrevocable permission to Processor to use any customer's authorizations or its Processor System usage history in connection with services provided by Processor to Client with respect to such customer.

9. GENERAL PROVISIONS.

A. Good Faith. Each party agrees to perform its obligations as set forth in this Agreement in good faith. All objections and complaints arising hereunder will be made in good faith, and the parties agree to work together to resolve all issues and disputes within the framework and according to the terms of this Agreement.

B. Entire Agreement; Conflict, Waiver. (i) This writing (including all Exhibits and Schedules hereto) constitutes the entire agreement between Client and Processor with respect to the subject matter hereof, and supersedes any prior agreement, oral or written, between Client and Processor. (ii) In the event of a conflict between these terms and those of any Schedule, the terms of the Schedule control. (iii) The failure of Processor to enforce any terms or conditions of this agreement is not a waiver of such or any other terms or conditions herein contained.

C. Governing Law. This agreement shall, in all respects, be governed by the Laws of the State of Ohio applicable to agreements executed and wholly performed within the State of Ohio.

D. Time. Time is of the essence with respect to this Agreement.

E. Assignment. Processor may assign or transfer this Agreement and may delegate the performance of its duties hereunder, but in all events shall remain solely liable to Client for the performance of its obligations hereunder. Client may not assign or transfer this Agreement without the prior written consent of Processor. For purposes of this section, an assignment or transfer shall not include the merger of any party with or into any other corporation or entity, the sale by either party of substantially all of its assets, a transfer of the controlling interest in the capital stock or a change in control of a party provided that Client notifies Processor within ninety (90) days prior to any such transaction. Any permitted assignee shall acquire all of the rights and shall assume all of the obligations of the assigning party under this Agreement. Any attempted assignment, transfer, or delegation in violation of this Section shall be null and void. Except as otherwise expressly provided herein, the provisions hereof shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto.

F. Severability. If any provision of this Agreement be held by a court of competent jurisdiction or arbitration authority to be unenforceable, the remaining provisions of this Agreement will not be affected or impaired thereby.

G. Force Majeure. No party will be in default for failing to perform under this Agreement, other than a failure to make payment when due or to comply with restrictions upon the use of the Processor System, if such failure arises out of any act, event, or circumstance beyond the reasonable control of such party, whether or not predicted or foreseeable. The party so affected will resume performance as soon as reasonably possible.

H. Status of the Parties. Nothing herein shall be construed to create a partnership, joint venture, franchise, employer-employee relationship by or between Client and Processor, or between Processor, the Financial Institution, and any third party to whom Processor may delegate the performance of its duties hereunder. No party shall have the authority to commit or bind any other party without such party's prior written consent.

I. Notices. Except as expressly provided herein, all notices and other communications required or permitted hereunder shall be given in writing and shall be delivered personally or sent by electronic transmission or by nationally recognized overnight courier, and shall be deemed to have been delivered upon receipted delivery to the respective addresses set forth in the Client Set-Up Form. Any party may change its address for notice by providing notice to all other parties as provided herein.



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J. Headings and Captions. The headings and captions of this Agreement are inserted only as a matter of convenience and in no way limit the scope or affect the meaning of any section.

K. Employees. During the term of this Agreement and for a period of one year following the term of this Agreement, no party will hire or solicit any employee of any other party to leave employment without the express written consent of such other party.

L. Publicity. Client may not publicize or disclose the existence of this Agreement or Client's use of Processor or the Processor System (except as may be necessary to obtain customer authorizations), without the written consent of Processor, which may be withheld in Processor's sole discretion.

M. Authority and Acceptance. Each party to this Agreement hereby represents and warrants to the other that it has the full right, power and authority to enter into and perform this Agreement in accordance with all terms, conditions and covenants herein. This Agreement shall become the binding obligation of Processor and Financial Institution only if the Client Set-Up Form is executed by an authorized representative of the Processor and Financial Institution. Processor's and Financial Institution's execution of the Client Set-Up Form and acceptance of Client as a user of the Processor System shall be in Processor's and Financial Institution's sole discretion and shall depend in part upon Processor's and Financial Institution's review and verification of any information provided by Client in its application to use the Processor System.

N. Further Assurances. Subject to the terms and conditions expressly set forth herein, the parties hereto shall use their best efforts to do and perform or cause to be done and performed all further acts and shall execute and deliver all other agreements, certificates, instruments or documents as any other party may

reasonably request in order to promote the intent and purpose of this Agreement and the consummation of the transactions contemplated hereby. No party shall voluntarily undertake any course of action inconsistent with the performance or satisfaction of the requirements applicable to it set forth in this Agreement, and each party shall promptly do all such acts and take all such measures as may be appropriate to enable it to perform as early as practicable the obligations herein required to be performed by it.

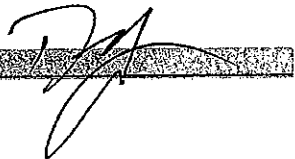
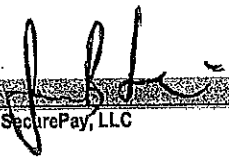
O. Credit Information; Audit. As a condition to Processor's obligations to make the Processor System available to Client hereunder, Client and each guarantor of Client's obligations hereunder hereby agree to provide Processor and Financial Institution, and hereby authorize Processor and Financial Institution to obtain, all information regarding Client's and such guarantor's creditworthiness and financial condition as Processor may from time to time reasonably require. Processor and Financial Institution may audit Client and Client's records regarding transactions using the Processor System to determine whether Client is complying with applicable laws, rules and procedures.

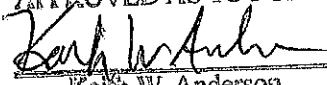
P. Pronouns. All pronouns used in this Agreement shall be deemed to include masculine, feminine and neuter forms, and the plural as well as singular forms, as the context requires.

Q. Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed an original, and which when taken together will constitute one complete instrument.

Authorizations and Agreements

THE UNDERSIGNED AGREE TO THE TERMS OF THIS PROCESSING AGREEMENT, CLIENT SET-UP FORM AND THE CLIENT PROCESSING AGREEMENT GENERAL TERMS AND CONDITIONS, WHICH COLLECTIVELY SHALL CONSTITUTE A SINGLE CLIENT PROCESSING AGREEMENT.

<input checked="" type="checkbox"/>		<u>DAVID C. HORGAN, President</u>	<u>10/26/21</u>
	Authorized Signer	Print Name & Title	Date
<input checked="" type="checkbox"/>		<u>JONATHAN P. LEWIS, President</u>	<u>10/12/2021</u>
	EZ SecurePay, LLC	Print Name & Title	Date

APPROVED AS TO FORM

Keith W. Anderson
Asst. Prosecuting Attorney

EZ SecurePay, LLC
ACH CLIENT PROCESSING AGREEMENT

EXHIBIT A		EZ SecurePay, LLC Client Setup Form		eCheck - Internet Check
Processor Use Only Client ID #:			Date:	
EPI Sales Organization: EZ SecurePay, LLC				
BUSINESS NAME				
Legal Name: Warren County Board of Commissioners				
Legal Address: 406 Justice Dr.				
City/ST/Zip: Lebanon, OH 45036				
Phone #: 513-645-1210			Fax #: 513-645-2980	
Email Address: susanne.mason@co.warren.oh.us				
CLIENT PROFILE				
Type of Ownership: <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Not for Profit <input checked="" type="checkbox"/> Municipality/Government				
Federal Employer ID #: 31-6000058		State Tax ID #: 51-1599243		# of Locations: 1
Goods or Services Sold: transportation		Contact Name: Susanne Mason		Hours of Operation: 8-4:30
AUTHORIZED SIGNERS				
Name:		Title: County Commissioner		
Address: 406 Justice Dr Lebanon				Phone #: 513-645-1250
Name:		Title:		
Address:				Phone #:
BANKING INFORMATION				
Depository Bank Name: LCNB			Phone #: 513-932-1414	
ABA/Transit Routing #: 042205708			Depository Acct #: 6508629	
Returned Item Charge-back Acct #: 6508629				
TRANSACTION VOLUME INFORMATION				
How many checks do you accept: _____ DAILY <u>10</u> WEEKLY _____ MONTHLY				
Specify the days and hours of operation: M-F 8-4:30			If you have "peak days" OR payment cycles, specify: N/A	
Average Check Amount: \$40		Check Dollar Amount Range \$3- to \$600-		% of Monthly Transactions Returned:
ONE TIME SETUP FEES		MONTHLY FEES		TRANSACTION FEES
All fees are to be invoiced and collected through the vendor: F&E PaymentPros Northfield, OH 44067				
Per Transaction CONVENIENCE Fee				\$1.25
18 Character Company Name that will appear on the Consumer's Bank Statement for ACH Transactions:		WARRENCOPUBLICTR	NSF / UCF Return Item Fee \$ 2.50	
<p>I understand and agree that our standard transaction fee as stated above will be charged on all electronically verified transactions (whether approved or declined) and all items submitted as credit or debit entries to the Automated Clearing House (ACH) Network including conversions, charge backs, off-set credits, re-submissions, etc.</p> <p>DEBIT / CREDIT AUTHORIZATION: Client authorizes EZ SecurePay, LLC (The Processor), its processor and The Financial Institution to present Automated Clearing House credits, Automated Clearing House debits, wire transfers, or depository transfer checks to and from the account specified in this Client Set-Up Form and to and from any other account for which the Processor is authorized to perform such functions under the Client Processing Agreement (the "Agreement"), for the purpose set forth in the Agreement. This authorization extends to such entries in said account concerning lease, rental, or purchase agreements for POS terminals and/or accompanying equipment and/or check fees and amounts due for supplies and materials.</p> <p>I am authorized to certify that all of the above information is accurate and complete and subject to a credit review. I understand that this agreement shall not take effect until the Processor has approved the Client. I acknowledge that I have read and agree to all the terms and conditions of both this Client Setup Application and the attached Client Processing Agreement.</p>				
* Authorized Client Signature		David G. Young, President		Date: 10-26-21
Processor Use Only Accepted EZ SecurePay, LLC:			Date:	



APPROVED AS TO FORM
Kath W. Anderson
Kath W. Anderson
Asst. Recording Attorney

Client's Initials _____

PAYMENT PROCESSING AGREEMENT

This Payment Processing Agreement ("Agreement"), including all applicable appendices and addendums hereto, is entered into as of _____, 20__ (the "Effective Date") by and between CSG Forte Payments, Inc. ("FORTE" or "Party") a Delaware corporation and _____ ("AGENCY" or "Party").

FORTE and its affiliates provide payment processing and related services including but not limited to Automated Clearing House ("ACH"), Credit and Debit Card processing, account verification and customer identification (collectively and individually, as applicable, the "Services") to AGENCY who provides services to, or otherwise has a business relationship with, individuals and other entities ("Constituents").

1. GENERAL

The Agreement shall consist of these terms and conditions, each of the Appendices attached hereto if applicable, and all modifications and amendments thereto. Under the terms of the Agreement, AGENCY will be furnished with the products and services described in the Agreement and attached Appendices, which are selected by Agency and approved by FORTE. For any terms herein that are specifically applicable to any particular product or service offered by FORTE, only the terms and conditions that apply to the specific Service(s) requested by Agency at any given time shall apply.

2. USAGE

2.1 Subject to the terms and conditions of this Agreement, FORTE hereby grants to AGENCY a non-exclusive and non-transferable license to access and use FORTE's products and services contracted for and AGENCY hereby accepts such license and agrees to utilize and access the Services in accordance with the practices and procedures established by FORTE. AGENCY may use the Services (a) for its own internal business purposes and operations, and/or (b) as a service provided to its Constituents, unless otherwise notified by FORTE. No license or right to use, reproduce, translate, rearrange, modify, enhance, display, sell, lease, sublicense or otherwise distribute, transfer or dispose of any of FORTE's Proprietary Property, as defined in Section 3 below, in whole or in part, is granted except as expressly provided by this Agreement. Neither AGENCY nor any of its affiliates shall reverse engineer, decompile or disassemble the Proprietary Property. Additionally, nothing in this Agreement shall be construed to provide AGENCY with a license of any third-party proprietary information or property.

2.2 AGENCY shall ensure that its Users comply with all applicable requirements of this Agreement. AGENCY is responsible for protecting the confidentiality of any and all passwords and credentials provided to AGENCY by FORTE for the purpose of utilizing the Services or other forms of access to AGENCY's accounts with FORTE. AGENCY is responsible for the security of its systems, locations and equipment used in processing transactions under this Agreement and for developing security procedures and training its employees on the procedures. AGENCY expressly assumes responsibility for the acts or omissions of all Users on its account(s) with FORTE, and for User access to FORTE's systems either directly or through software.

3. OWNERSHIP

All computer programs, trademarks, service marks, patents, copyrights, trade secrets, know-how, and other proprietary rights in or related to FORTE's products and services (the "Proprietary Property"), are and will remain the sole and exclusive property of FORTE, whether or not specifically recognized or perfected under applicable law. FORTE shall own all rights, title and interest, including all intellectual property rights, in and to any improvements to the existing FORTE products or services and/or any new programs, upgrades, modifications or enhancements developed by FORTE in connection with rendering any services to AGENCY (or any of its affiliates), even when refinements and improvements result from AGENCY's request. To the extent, if any, that ownership in such refinements and improvements does not automatically vest in FORTE by virtue of this Agreement or otherwise, AGENCY hereby expressly transfers and assigns (and, if applicable, shall cause its affiliates to transfer and assign) to FORTE all rights, title, and interest which AGENCY or any of its affiliates may have in and to such refinements and improvements. All reference to any of FORTE's service marks,

trademarks, patents or copyrights, or those of FORTE's partners or vendors, shall be made in compliance with the requirements, including periodic updates thereto, as provided at <http://www.forte.net/trademark>.

4. CONFIDENTIALITY

The Parties acknowledge that, by virtue of this Agreement, each has been and will continue to be entrusted with certain Confidential Information (as defined in Appendix A) pertaining to the other's business, including but not limited to proprietary information developed by, acquired by, or licensed to each Party. Each Party agrees that, except to the extent and in the manner necessary to perform its duties hereunder, it will not disclose to others or use for its own benefit any Confidential Information of the other Party and it will hold all Proprietary Property as defined herein confidential in perpetuity.

Additionally, in the course of providing and receiving the Services, each Party acknowledges that it may receive or have access to information which can be used to identify an individual consumer (including, without limitation, names, signatures, addresses, telephone numbers, e-mail addresses, payment history, and other unique identifiers) ("Personal Information"). As such, each Party shall: (i) keep all Personal Information in strict confidence, with the degree of care necessary to avoid unauthorized access, use or disclosure; (ii) use Personal Information solely and exclusively for the purposes provided in this Agreement; (iii) implement administrative, physical and technical safeguards to protect Personal Information that are at least as rigorous as accepted industry practices; (iv) as applicable, have in place a program that complies with applicable legal requirements regarding Personal Information.

Except with respect to Personal Information, this section will not apply to Confidential Information that (i) was already available to the public at the time of disclosure, (ii) becomes generally known to the public after disclosure to the other party, through no fault of the other party, (iii) is disclosed under force of law, governmental regulation or court order, (iv) is required to be disclosed by a banking partner, an Acquirer or an applicable Payment Association.

5. TERM AND TERMINATION

5.1 **Term.** This Agreement shall have an initial term of three (3) years. Thereafter, this Agreement will automatically renew for additional one (1) year terms unless either Party provides thirty (30) days' prior written notice of termination to the other Party.

5.2 **Termination.** In the event of a material breach of this Agreement by one Party and failure to cure within thirty (30) days of receipt of written notice of the breach, the other Party may terminate immediately by providing written notice of termination. Additionally, FORTE may immediately terminate this Agreement without prior notice in the event that (i) there is a material adverse change to AGENCY or its financial condition; or (ii) AGENCY experiences excessive chargebacks; or (iii) AGENCY experiences an actual or suspected data security breach; or (iv) AGENCY violates any applicable Law, Rule or Regulation; or (v) if FORTE is instructed to terminate by Financial Institution, Acquirer or Payment Association.

6. TRANSACTION PROCESSING

6.1 **Accepting Transactions.** FORTE shall process Credit Card, Debit Card and ACH Transactions on the AGENCY's behalf on a 24-hour basis. Transactions which are received before the daily designated cut-off time will be originated for settlement through the corresponding Payment Network. Transactions which are received after the designated cut-off time will be included in the next business day's settlement processing.

6.1.1 **Sale Transactions.** If a Transaction is sent to FORTE as a sale of goods or services, it will automatically be captured for settlement in time for the next designated cut-off time.

6.1.2 **Auth/Capture Transactions.** If a Transaction is sent to FORTE for authorization only or for delayed processing, then it will be the responsibility of AGENCY to submit a corresponding "capture" Transaction within 48 hours of the authorization in order to complete the Transaction process for settlement. Transactions which are not captured within 48 hours of Authorization are untimely and may be rejected by FORTE.

6.2 **Transaction Format.** FORTE is responsible only for processing Transactions which are received and

approved by FORTE in the proper format, as established by FORTE.

6.2.1 Card Not Present Transactions. For card-based transactions in which the card is not present, AGENCY must obtain and include as part of the authorization request the 3 or 4 digit Validation Code and cardholder's billing address information.

6.3 AGENCY Account. In order to provide transaction processing services, FORTE may need to establish one or more service accounts on AGENCY's behalf or require AGENCY to establish a service account with a third party provider sub-contracting with FORTE.

6.4 Limited-Acceptance Agency. If appropriately indicated on AGENCY's application attached hereto, AGENCY may be a Limited-Acceptance Agency, which means that AGENCY has elected to accept only certain Visa and MasterCard card types (i.e., consumer credit, consumer debit, and commercial cards) and must display appropriate signage to indicate the same. FORTE and its associated credit card acquirer have no obligation other than those expressly provided under the Payment Association Operating Regulations and applicable law as they may relate to limited acceptance. AGENCY, and not FORTE or Acquirer, will be solely responsible for the implementation of its decision for limited acceptance, including but not limited to policing the card type(s) accepted at the point of sale.

6.5 Bona Fide Sales. AGENCY shall only complete sales transactions produced as the direct result of bona fide sales made by AGENCY to cardholders, and is expressly prohibited from processing, factoring, laundering, offering, and/or presenting sales transactions which are produced as a result of sales made by any person or entity other than AGENCY, or for purposes related to financing terrorist activities.

6.6 Setting Limits on Transaction Amount. AGENCY may set a minimum transaction amount to accept a card that provides access to a credit account, under the following conditions: i) the minimum transaction amount does not differentiate between card issuers; ii) the minimum transaction amount does not differentiate between MasterCard, Visa, or any other acceptance brand; and iii) the minimum transaction amount does not exceed ten dollars (or any higher amount established by the Federal Reserve). AGENCY may set a maximum transaction amount to accept a card that provides access to a credit account, under the following conditions: AGENCY is a i) department, agency or instrumentality of the U.S. government; ii) corporation owned or controlled by the U.S. government; or iii) agency whose primary business is reflected by one of the following MCCs: 8220, 8244, 8249 -Schools, Trade or Vocational; and the maximum transaction amount does not differentiate between MasterCard, Visa, or any other acceptance brand.

6.7 Modifying Transactions. AGENCY shall regularly and promptly review all Transactions and shall immediately notify FORTE upon discovery of any and all discrepancies between the records of AGENCY compared with those provided by FORTE or AGENCY's bank, or with respect to any Transaction that AGENCY believes was made erroneously or without proper authorization. At AGENCY's request, FORTE will make commercially reasonable efforts to reverse, modify, void or delete a Transaction after it has been submitted for settlement. All requests must be made in writing (electronic mail will be deemed as "in writing" for these purposes), signed or sent by an individual pre-authorized by AGENCY to make such requests, and delivered to FORTE. AGENCY agrees that FORTE will not be held responsible for any losses, directly or indirectly, incurred by AGENCY or other third parties as a result of FORTE's failure to accomplish the request before the Transaction has been processed through the applicable Payment Network.

6.8 Delay or Rejection of Transactions. FORTE may delay or reject any Transaction without prior notification to AGENCY which is improperly formatted, is untimely, is missing information, which may cause it to downgrade or if FORTE has reason to believe such Transaction is fraudulent or improperly authorized or for any reason permitted or required under the Rules or Regulations. FORTE shall have no liability to AGENCY by reason of the rejection of any such Transaction.

6.9 Returned Items. FORTE shall make available to AGENCY details related to the receipt of any Transaction that is returned unpaid or Transaction which is charged back and shall credit or charge such returned item to AGENCY's Settlement Account.

6.10 Chargebacks. AGENCY acknowledges and agrees that it is bound by the Rules and Regulations of the Payment Associations with respect to any Chargeback. AGENCY understands that obtaining an authorization for any sale shall not constitute a guarantee of payment, and such sales can be returned or charged back to AGENCY like any other item hereunder. In the event a Transaction is charged back, for any reason, the amount of such

Transaction will be deducted from AGENCY's designated Settlement Account or any payment due to AGENCY.

6.11 Excessive Chargebacks. Using limits established by Associations as a standard for review, FORTE reserves the right to suspend and/or terminate AGENCY's access to the Services should AGENCY's chargeback ratio exceed allowable limits in any given period. FORTE will make reasonable efforts to provide AGENCY with notice and a time to cure its excessive chargebacks prior to suspending or terminating AGENCY's access to the Services. AGENCY acknowledges and expressly authorizes FORTE, in compliance with Payment Association Rules and Regulations, to provide to the Payment Associations and applicable regulatory bodies, AGENCY's name and contact information as well as transaction details should AGENCY's chargeback ratio exceed the allowable limits in any given period.

6.12 Resubmitting Transactions. AGENCY shall not re-submit any Transaction unless it is returned as (i) Insufficient funds (R01); or (ii) Uncollected funds (R09); or unless a new authorization is obtained from Constituent.

6.13 Settlement. Settlement of AGENCY's funds for Transactions, less any Chargebacks or Returns, to AGENCY's designated Settlement Account will occur within 72 hours of origination excluding weekends and US federal banking holidays. Settlement of Transactions will occur via electronic funds transfer over the ACH Network. Upon receipt of Agency's sales data for card transactions through FORTE's Services, Acquirer will process AGENCY's sales data to facilitate the funds transfer between the various Payment Associations and AGENCY. After Acquirer receives credit for such sales data, Acquirer will fund AGENCY, either directly to the AGENCY-Owned Designated Account or through FORTE to an account designated by FORTE ("FORTE Designated Account"), at Acquirer's sole option, for such card transactions. AGENCY agrees that the deposit of funds to the FORTE Designated Account shall discharge Acquirer of its settlement obligation to AGENCY, and that any dispute regarding the receipt or amount of settlement shall be between FORTE and AGENCY. Acquirer will debit the FORTE Designated Account for funds owed to Acquirer as a result of the Services provided hereunder, unless an Agency-owned account is otherwise designated by AGENCY. Further, if a cardholder disputes a Transaction, if a Transaction is charged back for any reason, or if FORTE or Acquirer reasonably believe a Transaction is unauthorized or otherwise unacceptable, the amount of such Transaction may be charged back and debited from AGENCY if settled to an Agency-owned account or debited from the FORTE Designated Account if settled to that account.

6.14 Provisional and Final Payment. AGENCY, AGENCY's third party senders (if applicable), and/or AGENCY's agent(s) understand and agree that Entries may be transmitted through the ACH Network, that payment of an Entry by the RDFI to the Receiver is provisional until receipt by the RDFI of final settlement for such Entry, and that if such settlement is not received, then the RDFI will be entitled to a refund from the Receiver of the amount credited and AGENCY will not be deemed to have paid the Receiver the amount of the Entry. The rights and obligations of AGENCY concerning the Entry are governed by and construed in accordance with the laws of the state in which the processing ODFI is located, unless AGENCY and FORTE have agreed that the laws of another jurisdiction govern their rights and obligations.

6.15 Reporting. FORTE will make daily origination and deposit reports available to AGENCY on a 24/7 basis through the Internet-based FORTE platform.

7. TRANSACTION AUTHORIZATION

7.1 Constituent Authorization. AGENCY shall obtain authorization from Constituent prior to requesting a Transaction to or from Constituent's account.

7.2 Retention. AGENCY shall retain proof of Constituent's authorization for a period of not less than two (2) years for standard Transactions and for a period of five (5) years for health-related Transactions from the authorization date or revocation of authorization date and shall provide such proof of authorization to FORTE upon request within five (5) business days of the request.

7.3 Revoked Authorization. AGENCY shall cease initiating Transactions to or from a Constituent's account immediately upon receipt of any actual or constructive notice of that Constituent's termination or revocation of authorization. AGENCY may re-initiate Transactions to or from a Constituent's account only upon receiving new authorization from the Constituent.

8. AGENCY PROHIBITIONS

AGENCY must not i) require a cardholder to complete a postcard or similar device that includes the cardholder's account number, card expiration date, signature, or any other card account data in plain view when mailed, ii) add any tax to Transactions, unless applicable law expressly requires that AGENCY impose a tax (any tax amount, if allowed, must be included in the Transaction amount and not collected separately), iii) request or use an account number for any purpose other than as payment for its goods or services, iv) disburse funds in the form of travelers checks if the sole purpose is to allow the cardholder to make a cash purchase of goods or services from AGENCY, v) disburse funds in the form of cash unless AGENCY is dispensing funds in the form of travelers checks, TravelMoney cards, or foreign currency (in such case, the Transaction amount is limited to the value of the travelers checks, TravelMoney cards, or foreign currency, plus any commission or fee charged by AGENCY), or AGENCY is participating in a cash back service, vi) submit any Transaction receipt for a Transaction that was previously charged back to the Acquirer and subsequently returned to AGENCY, irrespective of cardholder approval, vii) accept a Visa consumer credit card or commercial Visa product issued by a U.S. issuer to collect or refinance an existing debt that has been deemed uncollectable by AGENCY, or ix) submit a Transaction that represents collection of a dishonored check. AGENCY further agrees that, under no circumstance, will AGENCY store cardholder data in violation of the Laws or the operating regulations of any Payment Association including but not limited to the storage of track-2 data. Neither AGENCY nor its agent shall retain or store magnetic-stripe data subsequent to the authorization of a sales Transaction.

9. AUTHORIZATION

9.1 **ACH Authorization.** AGENCY authorizes FORTE to electronically debit and credit AGENCY's designated bank account(s) for any amounts owed to or by AGENCY in accordance with the terms of this Agreement.

9.2 **Third Party Service Provider.** If AGENCY uses the Services through or in conjunction with a third party service provider that is not a party to this Agreement, AGENCY authorizes FORTE to provide _____ ("Partner") with its FORTE merchant account information and credentials. If applicable, AGENCY authorizes Partner to originate Transactions and receive the corresponding results on its behalf.

10. CONSTITUENT DISPUTES

All disputes between AGENCY and its Constituent (s) relating to any Transaction processed under this Agreement will be settled by and between AGENCY and Constituent. AGENCY agrees that FORTE bears no responsibility or involvement in any such dispute.

11. COMPLIANCE WITH LAWS, RULES AND REGULATIONS

In performing its duties under this Agreement, each Party agrees to comply with all applicable Rules, Regulations and Laws, including but not limited to all confidentiality and security requirements of the USA Patriot Act (or similar law, rule or regulation), all Rules of any applicable Payment Associations, all requirements under the Payment Card Industry Data Security Standard (or similar applicable data security law, rule or regulation) including but not limited to the VISA Cardholder Information Security Program, the MasterCard Site Data Protection Program, and any other program or requirement that may be published and/or mandated by the Associations. Each Party agrees to cooperate and provide information reasonably requested by the other to facilitate its compliance with any applicable Law, Rule or Regulation. Additionally, should a Payment Association or regulatory body impose a fee or fine on AGENCY for any violation of the Rules or Laws by AGENCY, such fee or fine may be charged to FORTE as a pass-through to AGENCY. If any such fee or fine is charged to FORTE, AGENCY shall reimburse FORTE for any such fees or fines.

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12. PRICING AND PAYMENT

12.1 FORTE will provide the Services in accordance with the fees listed on the Pricing Schedule(s) attached hereto or any amendments thereto. Pricing which utilizes an Absorbed Fee Model will be billed to the AGENCY

monthly in arrears and will automatically be debited from AGENCY's designated account via ACH Debit. Pricing which utilizes a Service Fee Model will result in a processing fee being charged to the Constituent in the form of a non-refundable service fee which is either (i) added to; or (ii) charged as a separate transaction to the Constituent at the time of payment.

12.2 Pricing which utilizes a flat service fee model are calculated based on historical or estimated transactional amount activity by AGENCY. In the event that experiential transaction activity varies significantly from the historical or estimated amounts, FORTE shall have the right to adjust the service fee in accordance to the experiential transaction activity.

12.3 FORTE's pricing is subject to the underlying fees established by the Payment Associations and its service providers. As such, in the event FORTE experiences an increase in cost for any processing services utilized by AGENCY during any term of this Agreement, FORTE will pass through the increases with no additional markup to AGENCY. FORTE will provide AGENCY a minimum of thirty (30) days' notice of any change or adjustment in fees.

13. LIMITS OF LIABILITY

13.1 Neither Party shall be liable to the other Party or to any third party for any special, consequential, incidental or punitive damages of any kind or nature incurred in relation to this Agreement. The amount of damages recoverable by either Party from the other will not exceed that Party's actual, direct damages and will be limited to the amount of the average monthly fees and charges paid by AGENCY for the Service for the immediate three (3) month period prior to the event giving rise to the applicable claim. Neither Party will be liable for failure to perform any of its obligations under this Agreement if such performance would result in it being in breach of any Law, Rule or requirement of any governmental authority. The provisions of this section will survive the termination of this Agreement.

13.2 FORTE shall not be held responsible for errors, acts or failures to act of others, including, and among other entities, banks, other processors, communications carriers or clearing houses through which Transactions may be originated or through which FORTE may receive or transmit information, and no such entity shall be deemed an agent of FORTE.

14. REPRESENTATIONS AND WARRANTIES.

14.1 **FORTE's Representations and Warranties.** FORTE makes no representations or warranties concerning its services except as may be specifically authorized, in writing, or set out herein.

14.1.1 FORTE hereby warrants that its software solutions and services will perform in accordance with their published specifications in all material respects.

14.1.2 FORTE further warrants that in performing its obligations hereunder, it shall exercise due care and reasonable efforts to ensure that information originated by AGENCY is transmitted accurately.

14.2 **AGENCY's Representations and Warranties.** AGENCY represents and warrants to FORTE that:

14.2.1 If applicable, with respect to all Transactions originated by FORTE on behalf of AGENCY that (i) each Transaction in all respects has been properly authorized by Receiver; (ii) each Transaction is for an amount agreed to by the Receiver and; (iii) AGENCY shall provide proof of authorization in compliance with applicable Rules for any Transaction to FORTE upon request within five (5) Business Banking Days.

14.2.2 AGENCY agrees to adhere to the warranties within the applicable Rules for each Transaction FORTE processes on AGENCY's behalf.

14.3 **Mutual Representations and Warranties.** Each Party represents and warrants to the other that:

14.3.1 The execution of this Agreement does not violate any applicable international, federal, state, or local law, Payment Network rule or contract to which such Party is subject.

14.3.2 There are no actions, suits or proceedings existing or pending against or affecting it before any judicial or regulatory authority which would have a material adverse effect on its ability to perform its obligations hereunder.

14.3.3 When executed and delivered, this Agreement will constitute a legal, valid, and binding obligation, enforceable in accordance with its terms.

15. FORTE SERVICE POLICY.

FORTE makes no representations or warranties concerning its services except as may be specifically authorized, in writing, or set out herein. AGENCY acknowledges and understands that FORTE does not warrant that the Services will be uninterrupted or error free and that FORTE may occasionally experience delays or outages due to disruptions that are not within FORTE's control. Any such interruption shall not be considered a breach of the Agreement by FORTE. FORTE shall use its best efforts to remedy any such interruption in service as quickly as possible.

16. FORCE MAJEURE

Neither Party shall be liable for, or be considered in breach of or default under the Agreement on account of any delay or failure to perform its obligations hereunder as a result of any causes or conditions that are beyond such Party's reasonable control and that such Party is unable to overcome through the exercise of commercially reasonable diligence. If any force majeure event occurs, the affected Party shall give prompt written notice to the other Party and shall use all commercially reasonable efforts to minimize the impact of the event.

17. ASSIGNMENT

The rights granted under this Agreement shall not be assigned by either Party without the prior written consent of the other Party, which shall not be unreasonably withheld.

18. CHOICE OF LAW

This Agreement shall be governed by and construed in accordance with the internal laws of the State of OHIO. Merchant hereby agrees that claims applicable to American Express may be resolved through arbitration as further described in the American Express Merchant Operating Guide, see Appendix D, Section 4 herein.

19. AMENDMENT

Except as otherwise provided for herein, the terms and conditions of this Agreement shall not be modified or amended except in writing, signed by the parties hereto and specifically referring to this Agreement.

20. PUBLICITY

Neither Party shall use the other Party's name, logo or service marks in conjunction with a press release or advertisement without first obtaining written approval.

21. NOTICE

Any notice required to be given by either Party hereunder, shall be in writing and delivered personally to the other designated Party, or sent by any commercially reasonable means of receipted delivery, addressed, to that Party at the address most recently provided in writing. Either Party may change the address to which notice is to be sent by written notice to the other under any provision of this paragraph.

Notices to FORTE:
CSG Forte Payments, Inc.
500 W. Bethany Drive
Suite #200
Allen, TX 75013
Attn: General Counsel

Notices to AGENCY:
Warren County Transit
Susanne Mason
406 Justice Dr
Lebanon, OH 45036

22. HEADINGS

The headings contained in this Agreement are for convenience of reference only and shall not affect the meaning

of any provision of this Agreement.

23. SEVERABILITY

Should any term, clause or provision herein be found invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other term, clause or provision and such invalid term, clause or provision shall be construed to most closely reflect the original intent of the parties.

24. ENTIRE AGREEMENT; WAIVER; COUNTERPARTS

This Agreement constitute the entire understanding of the Parties, and revoke and supersede all prior agreements between the Parties and are intended as a final expression of their agreement. Either Party's waiver of any breach of any provision of this Agreement shall not be deemed a waiver of any subsequent breach of same or other provision. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.

IN WITNESS WHEREOF, the undersigned, being duly authorized thereto by their respective organizations, have executed this Agreement as of the date set forth below.

CSG FORTE PAYMENTS, INC:

AGENCY:

By: _____

By: *  _____

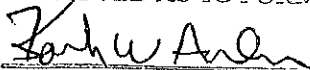
Name: _____

Name: David G. Yang _____

Title: _____

Title: President _____

APPROVED AS TO FORM



Kevin W. Anderson
Asst. Prosecuting Attorney

APPENDIX A DEFINITIONS

ACH Network – Automated Clearing House Network is a batch processing, store-and-forward system that accumulates and distributes ACH transactions that are received from ODFI (defined below) and are forwarded to the specified RDFI (defined below) according to the specific schedules established by the participants.

Acquirer – A sponsoring financial institution or payment processor that enters into an agreement which enables merchants or their Agent(s) to submit Transactions to a payment network.

Affiliate – A business entity effectively controlling or controlled by another or associated with others under common ownership or control.

Agent Any director, officer, employee, representative, affiliate, third-party vendor or any other person acting on behalf of the Merchant with the actual, implied or apparent authority of Merchant.

Business Banking Day – Monday through Friday excluding banking holidays.

Chargeback – A Transaction that is rejected by the owner of the account debited or charged because a dispute exists between the Originator of the Transaction (typically a Merchant) and the account owner.

Confidential Information - Confidential Information may include information regarding all of the computer software and technologies, systems, structures, architectures, processes, formulae, compositions, improvements, devices, know-how, inventions, discoveries, concepts, ideas, designs, methods, and information and databases developed, acquired, owned, produced or practiced at any time by a Party or any affiliate thereof, including software programs and documentation licensed by third parties to the disclosing Party, any business or financial information directly or indirectly related to the disclosing Party's company(s) or investments or

its internal administrative, billing and accounting systems, customer and vendor lists and information, employee personnel information and policies and procedures, information regarding the disclosing Party's products and services that is not generally available to the public.

Credit Entry (or "Entry") – An ACH/EFT Transaction that is intended to deposit funds into a Receiver's (defined below) account which has been withdrawn from Merchant's Settlement Account (defined below).

Debit Entry (or "Entry") – An ACH/EFT Transaction that is intended to withdraw funds from a Receiver's account for deposit into Merchant's Settlement Account (defined below).

Laws – All international, national, regional and local regulations or laws which are applicable to the services provided herein.

NACHA – National Automated Clearing House Association responsible for establishing, revising and enforcing the Operating Rules for the US ACH Network.

ODFI – Originating Depository Financial Institution is the financial institution that receives ACH Transactions from Merchant through FORTE and then forwards these Transactions (defined below) to the ACH Network.

Originator – A Merchant who has contracted with FORTE to initiate ACH entries, on their behalf, to the ACH Network.

Payment Association – Any entity governing a payment network, including but not limited to VISA, M/C, Discover, American Express, NACHA, CPA.

PCI-DSS – System security measures established by the various credit card companies, known as the Payment Card Industry Data Security Standards.

RDFI – Receiving Depository Financial Institution is the financial institution that receives the ACH Transactions from the ODFI through the ACH Network and posts these Transactions to the accounts of Receivers (defined below).

Receiver –An entity or individual consumer that has an established account with a card issuer or financial institution upon which a Transaction is or may be acted upon.

Reserve – A specific amount of money that is held in your Merchant account to be used by FORTE to offset amounts owed to FORTE for Services provided, such as returned items, chargebacks, fees/fines, billing or other Merchant obligations to FORTE that FORTE is unable to collect from Merchant.

Returned Entries – Any Transaction that is not able to be completed successfully and is returned/rejected back to the Originator.

Rules – The operational rules, policies and procedures established by each applicable Payment Association to govern all transactions and parties that participate in the associated payment network.

Settlement Account – An account established and maintained by Merchant with a financial institution through which the following may occur: (a) deposit of funds for Debit Entries, (b) the extractions of funds for Credit Entries, reserve funds or fee obligations unless otherwise agreed to by the parties.

Settlement Entry – A Debit or Credit Entry to Merchant’s Settlement Account which corresponds to the net amount owed Merchant by FORTE at the end of each Business Banking Day.

Transactions –Any transfer of data or information to FORTE in a format pre-approved by FORTE, including but not limited to payment, verification and authentication items.

Users - All individuals who access a FORTE website or utilize any portion of the FORTE Services on behalf of Merchant directly or through software that accesses the FORTE systems through Merchant’s systems, by using Merchant’s access credentials or any other access reasonably presumed to be on behalf of Merchant.

APPENDIX B
ACCOUNT VERIFICATION AND AUTHENTICATION SERVICES

1. Representation by Agency. Each request for data through the verification and authentication services shall constitute a representation, warranty and certification by Agency that the data (i) shall be used and disclosed only in accordance with the terms of the Agreement, and in accordance with any applicable Rules or Laws; and (ii) shall be used solely for the intended use as stated by Agency on the application and that use is in compliance with the permissible uses under the Fair Credit Reporting Act ("FCRA") as provided in the FCRA Requirements Addendum located at <http://www.forte.net/fair-credit-reporting-act>; (iii) Agency will follow proper procedures for adverse action notification to its Constituents, as provided by the FCRA Requirements Addendum; and (iv) Agency acknowledges it has implemented security measures to prohibit the unauthorized access to the information provided.

2. Use of Services.

2.1 AGENCY SHALL USE THE VERIFICATION SERVICES ONLY IN CONNECTION WITH PAYMENTS PRESENTED TO AGENCY BY ITS CONSTITUENTS IN EXCHANGE FOR GOODS OR SERVICES. AGENCY SHALL NOT RESELL THE VERIFICATION DATA OR SERVICES TO ANY THIRD PARTIES.

2.2 Agency understands and agrees that it cannot decline services to a consumer or customer after receiving an approval result from FORTE on a verification inquiry unless Agency is declining based on other grounds and/or information. Further, if Agency does decline services to a FORTE approved consumer or customer based on alternate information, Agency shall not provide FORTE's contact information as recourse for the consumer to pursue a dispute of the result under FCRA Adverse Action requirements.

2.3 Agency shall provide to FORTE, as part of a verification inquiry, the accurate amount for each transaction Agency wants to verify.

3. Retention of Data. Agency acknowledges and agrees that it shall not retain, store, compile or aggregate the results of verification or authentication inquiries received from FORTE except as required by applicable law or to perform its obligations under this Agreement.

APPENDIX C
ACCOUNT UPDATER SERVICES

1. **Description of Services.** Participating Visa/MasterCard Issuers submit their account changes to the Account Updater Database. On a monthly basis, FORTE will compare all of AGENCY's recurring tokenized transactions against the Account Updater Database. FORTE will then update the tokenized card information on file with updated account information.
2. **Agency Requirements for Account Updater Participation.**
 - a. AGENCY must be properly established and registered in the United States.
 - b. AGENCY must not have been disqualified from participating in the Visa, MasterCard, American Express, or Discover programs.
 - c. AGENCY must be in compliance with all Card Association Operating Regulations.
 - d. AGENCY must submit inquiries only for those accounts with which the merchant has an ongoing customer relationship and customer's authority to submit such payments.
 - e. AGENCY may not request authorization on accounts that have returned "Contact Cardholder" or "Closed."
 - f. AGENCY must not submit inquiries on behalf of any other entity.
 - g. AGENCY assumes all risk associated with the use of the Account Updater Service. FORTE shall have no liability whatsoever to AGENCY for any liability associated with the Account Updater Service, including but not limited to the accuracy or completeness of the information provided via the Account Updater Service.

APPENDIX D
AMERICAN EXPRESS CARD ACCEPTANCE

1. Merchant hereby acknowledges and agrees that for purposes of acceptance of American Express, the American Express Merchant Operating Guide and any amendments thereto (the "Operating Guide") is hereby incorporated by reference into this Agreement and can be found at www.americanexpress.com/merchantopguide. All capitalized terms found in this section shall have the attributed meaning from the Operating Guide.
2. Merchant hereby acknowledges and agrees that it is not a party to any agreement between FORTE and American Express.
3. Merchant hereby authorizes FORTE and/or Acquirer to submit American Express transactions to, and receive settlement from, American Express on behalf of Merchant. Merchant must accept the American Express card as payment for goods and services (other than those goods and services prohibited under the Operating Guide) sold, or (if applicable) for charitable contributions made, at all of its establishments, except as expressly permitted by applicable Law. Merchant is jointly and severally liable for the obligations of Merchant's establishments under the Agreement. For the avoidance of doubt, "cardholder" as used in this Agreement shall include Cardmembers as defined in the Operating Guide.
4. Merchant hereby acknowledges and agrees that (i) FORTE or Acquirer may disclose American Express Transaction Data (which for purposes of this section shall have the same definition as "Transaction Data" in the Operating Guide), Merchant Data (as defined below), and other information about Merchant to American Express, (ii) American Express may use such information to perform its responsibilities in connection with the American Express Program, promote the American Express Network, perform analytics and create reports, and for any other lawful business purpose, including marketing purposes, and (iii) American Express may use the information obtained in this application at the time of setup to screen and/or monitor Merchant in connection with American Express Card (the "Card") marketing and administrative purposes. If Merchant has provided a wireless phone number in connection with this Agreement, Merchant hereby agrees that it may be contacted at that number and the communications sent may include autodialed text messages or automated prerecorded calls. If Merchant has provided a fax number, Merchant hereby agrees that it may be sent fax communications. To opt out of American Express-related marketing communications, Merchant may contact FORTE customer service as described in this Agreement. For purposes of this section, "Merchant Data" means names, postal and email addresses, tax ID numbers, names and social security numbers of the authorized signer of Merchant and similar identifying information about Merchant. For clarification, Merchant Data does not include American Express Transaction Data.
5. Merchant will adhere to the following website information display guidelines in the event Merchant has a website and/or operates an e-commerce business. Merchant's website must display the following:
 - An accurate description of the goods/services offered, including the currency type for the Transaction (e.g., U.S. Dollars). Note: Transaction currency must be in U.S. Dollars.
 - Merchant's physical address in the U.S.
 - An email address or telephone number for customer service disputes.
 - Return/refund policy.
 - A description of Merchant's delivery policy (e.g., no overnight delivery).
 - A description of Merchant's security practices (e.g., information highlighting security practices Merchant uses to secure Transactions on its systems, including Transactions conducted on the Internet).
 - A statement of known export restrictions, tariffs, and any other regulations.

- A privacy statement regarding the type of personal information collected and how the information is used. Additionally, Merchant must provide to customers the option to decline being included in marketing campaigns or having their personal information included on lists sold to third parties.

6. Merchant hereby agrees that, in the event that Merchant becomes a High Charge Volume Merchant (as defined below), Merchant will be converted from the American Express Program to a direct American Express Card acceptance relationship with American Express, and upon such conversion, (i) Merchant will be bound by American Express' then-current card acceptance agreement, and (ii) American Express will set pricing and other fees payable by Merchant for American Express Card acceptance. "High Charge Volume Merchant" for purposes of this section means an American Express Program Merchant with either (i) greater than \$1,000,000 in American Express charge volume in a rolling twelve (12) month period or (ii) greater than \$100,000 in American Express charge volume in any three (3) consecutive months. For clarification, if Merchant has multiple establishments, the American Express charge volume from all establishments shall be summed together when determining whether Merchant has exceeded the thresholds above.

7. Except as expressly permitted by applicable Law, Merchant must not: (a) indicate or imply that Merchant prefers, directly or indirectly, any Other Payment Products over the Card, (b) try to dissuade Cardmembers from using the Card, (c) criticize or mischaracterize the Card or any of American Express' services or programs, (d) try to persuade or prompt Cardmembers to use any Other Payment Products or any other method of payment (e.g., payment by check), (e) impose any restrictions, conditions, disadvantages, or fees when the Card is accepted that are not imposed equally on all other payment products, except for electronic funds transfer, cash or check, (f) suggest or require Cardmembers to waive their right to dispute any Transaction, (g) engage in activities that harm American Express' business or the American Express Brand (or both), (h) promote any Other Payment Products (except, if applicable, Merchant's own private label card that it issues for use solely at its Establishments) more actively than Merchant promotes the Card, or (i) convert the currency of the original sale Transaction to another currency when requesting Authorization or submitting Transactions (or both).

8. Merchant may offer discounts or in-kind incentives from its regular prices for payments in cash, ACH funds transfer, check, debit card, or credit/charge card, provided that (to the extent required by applicable Law): (i) Merchant clearly and conspicuously discloses the terms of the discount or in-kind incentive to its customers, (ii) the discount or in-kind incentive is offered to all of Merchant's prospective customers, and (iii) the discount or in-kind incentive does not differentiate on the basis of the Issuer or, except as expressly permitted by applicable state statute, payment card network (e.g., Visa, MasterCard, Discover, JCB, American Express). The offering of discounts or in-kind incentives in compliance with the terms of this paragraph will not constitute a violation of the provisions set forth Section 3.2 of the Operating Guide.

9. Whenever payment methods are communicated to customers, or when customers ask what payments are accepted, Merchant must indicate its acceptance of the Card and display American Express' Marks (including any Card application forms provided to Merchant) as prominently and in the same manner as any Other Payment Products. Merchant must not use American Express' Marks in any way that injures or diminishes the goodwill associated with the American Express Mark, nor in any way (without American Express' prior written consent) indicate that American Express endorses Merchant's goods or services. Merchant shall use the American Express brand and marks in accordance with the requirements set forth in the Operating Guide and shall remove the American Express brand and marks from Merchant's website and wherever else they are displayed upon termination Merchant's acceptance of American Express cards.

10. Any and all Cardmember Information is confidential and the sole property of the Issuer, American

Express or its Affiliates. Except as otherwise specified, Merchant must not disclose Cardmember Information, nor use nor store it, other than to facilitate Transactions in accordance with this Agreement. For more information, refer to the Operating Guide, Section 4.2, "Completing a Transaction at the Point of Sale" and Chapter 8, "Protecting Cardmember Information".

11. Merchant shall not assign to any third party any American Express-related payments due to it under this Agreement, and all indebtedness arising from American Express Charges (as defined below) will be for bona fide sales of goods and services (or both) at its establishments (as defined below) and free of liens, claims, and encumbrances other than ordinary sales taxes; provided, however, that Merchant may sell and assign future American Express transaction receivables to FORTE, its affiliated entities and/or any other cash advance funding source that partners with FORTE or its affiliated entities, without consent of American Express.

12. Merchant hereby agrees that American Express shall have third party beneficiary rights, but not obligations, to enforce this Agreement as against Merchant to the extent applicable to American Express processing. Merchant understands and agrees that it shall have no third party beneficiary rights under any agreement between FORTE and American Express and/or Acquirer. Merchant shall maintain refund policies for purchases on the American Express card that are at least as favorable as its refund policy for purchases on any other payment product. Merchant will disclose any such refund policy to Cardmembers at the time of purchase and in compliance with the Operating Guide and all applicable Laws. Merchant's termination of American Express Card acceptance shall have no direct or indirect effect on Merchant's rights to accept other card brands. To terminate American Express acceptance, Merchant may contact FORTE customer service as described in this Agreement.

13. Without limiting any other rights provided herein, FORTE and/or Acquirer shall have the right to immediately terminate Merchant's acceptance of American Express cards upon request of American Express. Merchant may not bill or collect from any Cardmember for any purchase or payment on the Card unless a chargeback has been exercised, Merchant has fully paid for such charge, and it otherwise has the right to do so. Merchant will comply with all procedural requirements relating to chargebacks, as provided in the Operating Guide, Chapter 11.

14. American Express Liability. SPONSORED MERCHANT ACKNOWLEDGES AND AGREES THAT IN NO EVENT SHALL AMERICAN EXPRESS, ITS AFFILIATES, AGENTS, SUCCESSORS, OR ASSIGNS BE LIABLE TO SPONSORED MERCHANT FOR ANY DAMAGES, LOSSES, OR COSTS INCURRED, INCLUDING INCIDENTAL, INDIRECT, SPECULATIVE, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES OF ANY KIND (WHETHER BASED ON CONTRACT, TORT, INCLUDING NEGLIGENCE, STRICT LIABILITY, FRAUD, OR OTHERWISE, OR STATUTES, REGULATIONS, OR ANY OTHER THEORY), ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT.

Resolution

Number 21-1457

Adopted Date October 26, 2021

APPROVE CHANGE ORDER NO. 2 TO THE CONTRACT WITH BUILDING CRAFTS INC. FOR THE RAR WATER TREATMENT PLANT MEMBRANE SOFTENING UPGRADES PROJECT.

WHEREAS, this Board on August 18, 2020 entered into a Contract with Building Crafts, Inc. for softening upgrades to the RAR Water Treatment Plant; and

WHEREAS, Warren County Water and Sewer Department is requesting Building Crafts, Inc. to perform additional work items not contained within the Contract; and

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

NOW THEREFORE IT IS RESOLVED:

1. Approve Change Order No. 2 to the Contract with Building Crafts, Inc., increasing Purchase Order No. 21001689 by \$116,668 and creating a new Contract price in the amount of \$ 22,384,235.
2. By said Change Order, attached hereto and made a part hereof, all costs and work associated with the change shall be incorporated into the Contract.
3. That the Board execute and sign Change Order No. 1 of the Contract with Building Crafts, Inc. for the construction of the RAR Water Treatment Plant Membrane Softening Upgrades Project.

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

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

Resolution adopted this 26th day of October 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
c/a—Building Crafts, Inc.
Water/Sewer (file)
Project File



Warren County
Water & Sewer Dept.

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

CHANGE ORDER

DATE: October 18, 2021

Change Order Number 2
Project Name: RAR Water Treatment Plant Softening Upgrades

ITEM	DESCRIPTION	ADDITIONS	DELETIONS	CONTRACT TIME IMPACT
1	<u>High Servive No. 5</u> Change VFD to Allen Bradley	\$33,524		None
2	<u>Electrical Room Layout</u> Revised Layout due to manufacturer requirements of ATS	\$34,182		None
3	<u>Fire Alarm System</u> Add devices as required by building code.	\$32,200		None
4	<u>Overhead Doors</u> Revise height of doors with final membrane submittal height	\$2,071		None
5	<u>Kalwall Panels</u> Revise height die to final drawings of equipment	\$1,664		None
6	<u>Gravity Filter Effluent</u> Adjust alignment of 42" effluent line due to field conditions.	\$17,527		None
7	<u>MCS Frames</u> Painted Steel Frames		\$4,500	None

Sums of the ADDITIONS and DELETIONS

\$121,168

\$ 4,500

TOTALS FOR THIS CHANGE ORDER

\$116,668

Original contract price \$22,063,000
 Current contract price adjusted by previous change orders \$ 22,267,567
 The Contract price due to this change order will be increased by \$116,668
 The New contract price including this change order will be \$ 22,384,235
 The contract time will be increased by 0 calendar days.

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

Amber G. Quilley 10/18/21
Contractor's Signature Date
[Signature] 10/19/21
W.C. Deputy Sanitary Engineer Date

[Signature] 10-26-21
Warren County Commissioner Date
[Signature] 10-26-21
Warren County Commissioner Date
[Signature] 10-26-21
Warren County Commissioner Date

State of Ohio
WATER SUPPLY REVOLVING LOAN ACCOUNT (or DWAF)

CONTRACT CHANGE ORDER

RECIPIENT Building Crafts, Inc

CHANGE ORDER NBR 002

LOAN NUMBER FS390084-0002

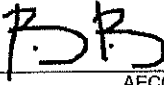
CONTRACT G/M/E

OWDA PROJECT No. 9027

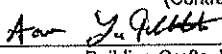
DATE 09/24/21

Description of Change:

ITEM	DESCRIPTION	COST
1	High Service Pump 5 VFD modifications	\$33,524.00
2	Revised electrical room layout and ATS	\$34,182.00
3	Add Fire Alarm devices	\$32,200.00
4	Revised height of OH door R 102	\$2,071.00
5	Revised height of Kalwall Panel	\$1,664.00
6	Adjust alignment of 42" GFE line	\$17,527.00
7	Credit for painted steel frame for MCS 1 tank	(\$4,500.00)
TOTAL		\$116,668.00

RECOMMENDED BY:  DATE: 09/24/21
AECOM (Engineer)

APPROVED BY: _____ DATE: _____
Warren County (Recipient)

ACCEPTED BY:  DATE: 9.24.21
(Contractor)
Building Crafts, Inc.(Company)

		OWDA APPROVAL
Original Contract Amt	\$22,063,000.00	The above proposal is hereby accepted and I recommend that it be approved and made a part of the contract noted above. The approval does not constitute an increase in the total loan amount, but represents approval for the work.
Previous Changes (+ / -)	\$ 204,567.00	
This Change (+ / -)	\$116,668.00	
Adjusted Contract Amt	\$22,384,235.00	
Ohio EPA Acceptance		Chief Engineer
Date		Date

CHANGE ORDER TWO SUMMARY

OWNER: Warren County
 PROJECT NO.: 60551697
 PROJECT: RARWTP
 CONTRACTOR: Building Crafts, Inc.
 DATE: 09/24/21

C.O. #	Item	URS/City Ref.	Contractor Ref.	Item Description	Amount	Days	Contract Amount
							\$22,267,567.00
2	1	FO 004	N/A	High Service Pump 5 VFD modifications	\$33,524.00	0	
2	2	FO 014	N/A	Revised electrical room layout and ATS	\$34,182.00	0	
2	3	FO 011	N/A	Add Fire Alarm devices	\$32,200.00	0	
2	4	FO 012	N/A	Revised height of OH door R 102	\$2,071.00	0	
2	5	FO 013	N/A	Revised height of Kalwall Panel	\$1,664.00	0	
2	6	FO 015	N/A	Adjust alignment of 42" GFE line	\$17,527.00	0	
2	7	RFP 004	N/A	Credit for painted steel tanks in place of SS for MCS Tank 1	(\$4,500.00)	0	
2				TOTAL	\$116,668.00	0	\$22,384,235.00



277 West Nationwide Boulevard
Columbus, OH 43215-2566
Telephone: (614) 464-4500
Facsimile: (614) 464-0588
Architectural & Engineering Services

ENGINEERING FIELD ORDER

TO: Building Crafts, Inc.
2 Rosewood Drive
Wilder, KY 41076

ATTN: Mr. Aaron LaFollette

ISSUED BY: Brian Benedict

COPIES: Don Ellison, Isaac Woughter -
BCI, Chris Wojnicz, Ed Turner, Don Brew-
Warren County, Dan Horlander, Arcadis -
John Krinks, Miranda Scheitlin- AECOM
AECOM Central File

FIELD ORDER NO.: 04

DATE: November 18, 2020

PROJECT: Warren County RAR Water
Treatment Plant

PROJECT NO.: 6055197

RE: High Service Pump VFD

You are hereby directed to execute promptly this Field Order which interprets the Contract Documents or orders minor changes in the Work without change in Contract Sum or Contract Time.

If you consider that a change in Contract Sum or Contract Time is required, please submit your itemized proposal to the Engineer immediately and before proceeding with this work. If your proposal is found to be satisfactory and in proper order, this Field Order will in that event be superseded by a Change Order.

Description:

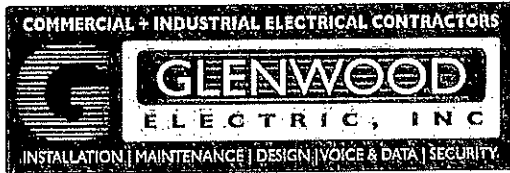
To comply with spec section 26 2923 2.1.A.3, which requires all variable frequency drives on the project be supplied by the same manufacturer, the replacement drive for the existing High Service Pump should be Allen Bradley.



PROJECT: Warren County RARWTP Membrane Softening Upgrades
 DIVISION: N/A

FO#004- High Service Pump VFD

CODE	DESCRIPTION	LMES	CRFT	QTY	UNIT	UNIT HOURS	HOURS	COST/ UNIT	COST	LABOR \$	EQUIP \$	MAT'L \$	SUB \$	OTHER \$	TOTAL \$
	Project Manager	L	PM	0	HR	1	0	\$105.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Glenwood - Allen Bradley MCC 5 Proposal	S		1	LS	1	0	\$31,578.79	\$31,578.79	\$0.00	\$0.00	\$0.00	\$31,578.79	\$0.00	\$31,578.79
						1	0		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	SUBTOTAL						0.0		\$31,578.79	\$0.00	\$0.00	\$0.00	\$31,578.79	\$0.00	\$31,578.79
GC-1853	Taxes & Insurance on Labor							35.00% of	\$0.00						\$0.00
GC-1856	Small Tools/Consumables							5.00% of	\$0.00						\$0.00
									\$0.00						\$0.00
	SUBTOTAL - DIRECT BCI COST								\$0.00						\$0.00
	SUBTOTAL - SUBCONTRACT COST								\$31,578.79						\$31,578.79
	Overhead on BCI Work							10.00% of	\$0.00						\$0.00
	Profit on BCI Work							5.00% of	\$0.00						\$0.00
	Overhead & Profit on Subcontract							5.00% of	31,579						\$1,578.94
	TOTAL INCLUDING O & P								\$33,157.73						\$33,157.73
GC-1800	Bond							0.60%							\$198.95
	TOTAL INCLUDING BCI BOND								\$33,356.68						\$33,356.68
GC-1803	CAT Tax							0.50%							\$166.78
	TOTAL INCLUDING BCI BOND								\$33,523.46						\$33,523.46



PROJECT: RAR WTP

DATE: 3/16/2021

TO: BCI
ATTN: Aaron LaFollette <alafollette@buildingcrafts.com>

CONTRACTOR: Glenwood Electric Inc.
12250 Chandler Drive
Walton, KY 41094

Description : CO pricing to Add seperated AB VFD Pump #5

Quantity	Description	Unit	Unit Price	Extended Amount
Materials				
1	Allen Bradley VFD Pump 5	1	\$ 44,575.00	\$ 44,575.00
1	MCC VFD Deduc	1	\$ 22,791.00	\$ (22,791.00)
4	2.5" Aluminum 90	1	\$ 369.72	\$ 1,478.88
8	2.5" Aluminum Locknuts	1	\$ 33.22	\$ 265.76
4	2.5" Aluminum Couplings	1	\$ 47.47	\$ 189.88
4	2.5" Ground Bushings	1	\$ 14.49	\$ 57.96
4	2 hole lugs #250	1	\$ 28.11	\$ 112.44
10'	2.5" Aluminum Conduit	10'	26..07	\$ 26.07
1	Demo			
	Material Subtotal			\$ 23,914.99
Equipment:				
	Equipment Subtotal			\$ -
Other Charges:				
	Other Subtotal			\$ -
	Material, Equipment, Other Subtotal:			\$ 23,914.99
	Sales Tax on Material, Equipment			\$ -
	10% Overhead + 5 % Profit			\$ 3,587.25
	TOTAL MATERIAL, EQUIPMENT, OTHER:			\$ 27,502.24

TOTAL LABOR HOURS:						
Labor Charges:						
0	Supervisor - Straight	HR	\$ 86.66	\$	-	
0	Supervisor - overtime 1.5X	HR	\$ 115.61	\$	-	
0	Supervisor - overtime 2X	HR	\$ 144.57	\$	-	
5	General Foreman - straight	HR	\$ 82.21	\$	411.05	
0	General Foreman - overtime 1.5X	HR	\$ 108.94	\$	-	
0	General Foreman - double 2X	HR	\$ 135.66	\$	-	
0	Foreman - straight	HR	\$ 77.76	\$	-	
0	Foreman - overtime 1.5X	HR	\$ 102.25	\$	-	
0	Foreman - double 2X	HR	\$ 126.75	\$	-	
50	Journeyman - straight	HR	\$ 73.31	\$	3,665.50	
0	Journeyman - overtime 1.5X	HR	\$ 95.57	\$	-	
0	Journeyman- double 2X	HR	\$ 117.84	\$	-	
Labor Subtotal:					\$	4,076.55









TOTAL PRICE FOR THE ABOVE:

\$ 31,578.79



Shopping Cart

Cart# 23184429

	Availability Total	Qty	UOM	Price
 212A90 Item #: 0016303 Mfr: Multiple Aluminum Rigid Elbow, 90°, 2 1/2 Inch, Metallic.	107			
Comments 4	EA	\$ 369.72	\$1,478.88	
Remove				
 2ACP Item #: 0065899 Mfr: Multiple 2" Aluminum Coupling. 8 Threads Per Inch. OD - 3.250". Min Length - 2-1/8".	44			
Comments 4	EA	\$ 47.47	\$189.88	
Remove				
 212DCIGBU Item #: 0169859 Mfr: Multiple 2 1/2", Insulated Ground Bushing, Set-Screw Type, Bushing Material: Zinc Die Cast, Lug Material: Aluminum. Wir... More	150			
Comments 4	EA	\$ 14.49	\$57.96	
Remove				
 TA-600-2NS Item #: 0029366 Mfr: IlSCO Aluminum Solderless Lug, Conductor Range: 2 AWG - 600 MCM, Type: TA, 1-Conductor, 2-Hole Mount. Bolt Size: 1/2... More	175			
Comments 4	EA	\$ 28.11	\$112.44	
Remove				
See message below				
 212R Item #: 0065930 Mfr: Multiple 2-1/2 Inch Rigid Conduit, Material: Hot-Galvanized Steel, Length: 10 feet, Color: Metallic. Includes: Standard... More	1,866			
Comments 10	FT	\$ 26.07	\$260.70	
Remove				
 147AL Availability TBD Item #: 0847575 Mfr: Thomas & Betts 2-1/2 Inch Aluminum Locknut for Use With Rigid/IMC Conduit	TBD			
Comments 1	EA	\$ 33.22	\$33.22	
Remove				
 250XHHWCSTR2500MCR Item #: 0070235 Mfr: Multiple 250 MCM, XHHW-2, Stranded Copper, 600V, Black.	6,402			
Comments 120	FT	\$ 8.71	\$1,045.20	
Remove				
 2XHHWCSTRBLAX2500 Item #: 0062874 Mfr: Multiple 2 AWG, XHHW-2, Stranded Copper, 600V, Black.	16,080			
Comments 40	FT	\$ 2.63	\$105.20	



5500 RIDGE AVENUE
CINCINNATI, OH 45213-2516
Phone: 513-621-9050
Fax: 513-621-0549

Quote UX177848
11/20/2020
James Whitacre
jwhitacre@cbtcompany.com
Expires 12/20/2020

GLENWOOD ELECTRIC - WARREN COUNTY WATER

Customer ID: 329455

Ship To
GLENWOOD ELECTRIC - WARREN COUNTY WATER

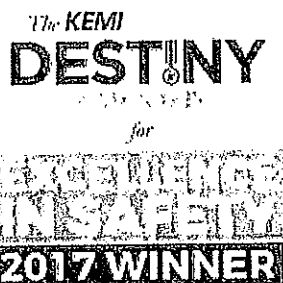
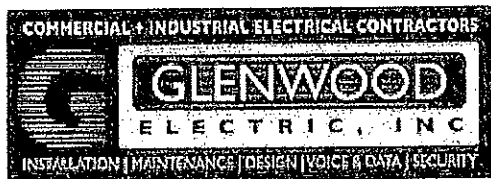
Requested By: Rick Buckler
Phone: +1 (859) 485-3700 Email:
rab@glenwoodelectric.com

Warren County High Service Pump #5

Order Note:

Item Description	Qty	Unit Price	Ext. Price
FT2010201343AH Rev 1 AB PF753 300HP ND NEMA 12 High Service Pump #5 See attached document for details	1	39825	\$39,825.0000
Start Up AB 1 Day = 8 Hours	1	2250	\$2,250.0000
Training AB 1 Day = 8 Hours	1	2500	\$2,500.0000
Total:			\$44,575.0000

Payment: Net 30. No Retainage



From: Nick Quigley <nickq@richardselectric.com>
Sent: Tuesday, November 17, 2020 9:26 PM
To: Rick Buckler <rab@glenwoodelectric.com>
Cc: Bill Dassenbrock <billd@richardselectric.com>
Subject: Re: Richard A Reneker WTP - Switchboard Submittal - PO#2348109

Rick, can you advise on this one below. Kinda like the swbd they either need to release or cancel.

- The "MCC" as referenced by GE/ABB is the replacement VFD that is now provided by others. IF this is indeed canceled please confirm and you can revise PO less \$20,791.00

Thanks

Nick Quigley
Outside Sales

Richards Electric Supply Co., Inc.
4620 Reading Road Cincinnati, OH 45229
www.richardselectric.com
nickq@richardselectric.com
mobile: 859-630-7494
office: 513-242-8800
toll free: 800-234-4614

On Nov 10, 2020, at 7:17 AM, Nick Quigley <nickq@richardselectric.com> wrote:

Rick and Laura, several important things on this one:

- What is the status of the switchboard submittal? Is it back approved? (sorry if we already have this) We need to release the switchboard as soon as possible. Even with a ship date that is far out, closer to when you need it. They are wanting to raise the price since it has been over 60 days since submittals were provided.
- Please confirm the Zip Code. There's an error coming up in our system with the current ship address. Can you double check that the zip code is correct? When I googled the address, a 45039 zip comes up. 6194 STRIKER RD MAINEVILLE, OH 45037



277 West Nationwide Boulevard
Columbus, OH 43215-2566
Telephone: (614) 464-4500
Facsimile: (614) 464-0588
Architectural & Engineering Services

ENGINEERING FIELD ORDER

TO: Building Crafts, Inc.
2 Rosewood Drive
Wilder, KY 41076

ATTN: Mr. Aaron LaFollette

ISSUED BY: Brian Benedict

COPIES: Don Ellison, -BCI, Chris Wojnicz,
Ed Turner, Don Brew-Warren County, Dan
Horlander, Arcadis -
John Krinks, Miranda Scheitlin-- AECOM
AECOM Central File

FIELD ORDER NO.: 011

DATE: April 22, 2021

PROJECT: Warren County RAR Water
Treatment Plant

PROJECT NO.: 6055197

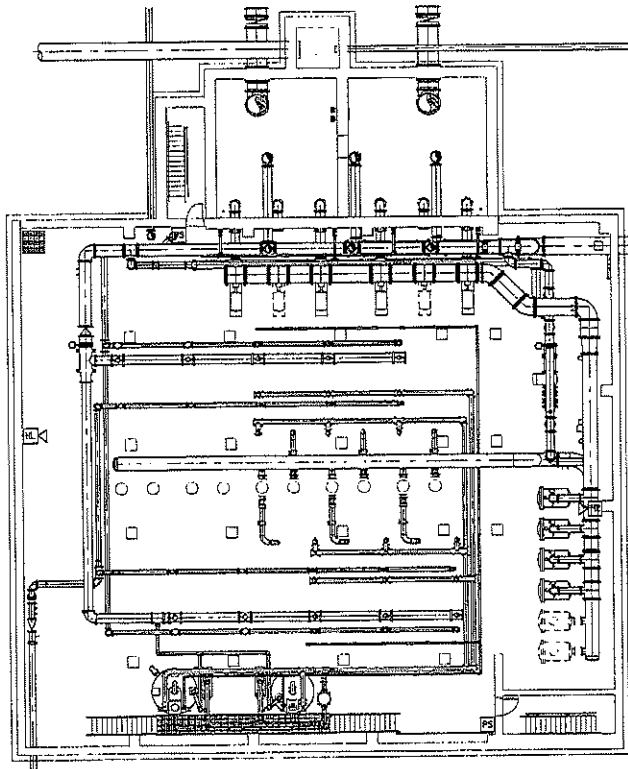
RE: : Add fire alarm notification devices to meet
code

You are hereby directed to execute promptly this Field Order which interprets the Contract Documents or orders minor changes in the Work without change in Contract Sum or Contract Time.

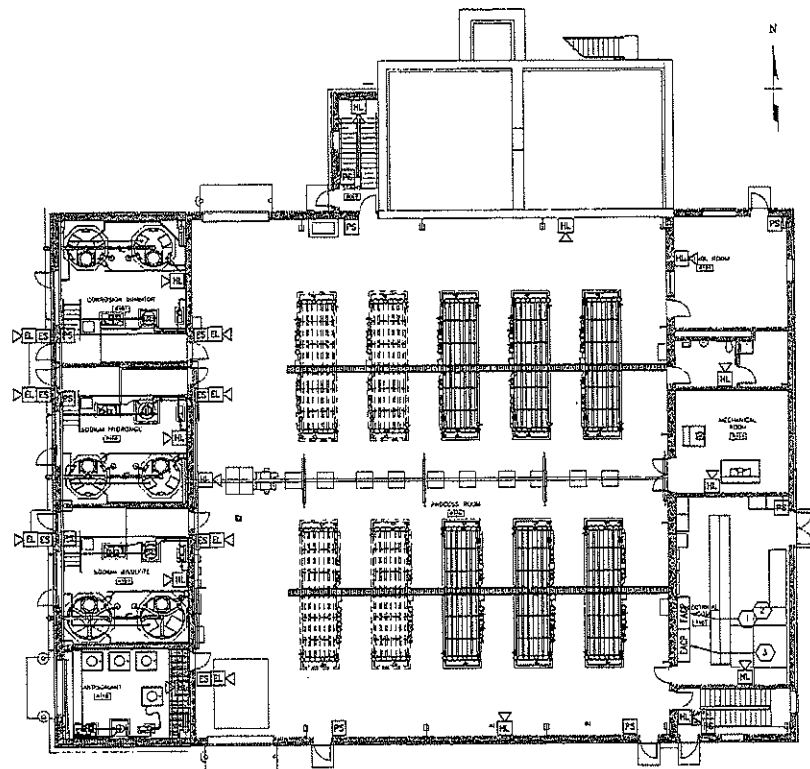
If you consider that a change in Contract Sum or Contract Time is required, please submit your itemized proposal to the Engineer immediately and before proceeding with this work. If your proposal is found to be satisfactory and in proper order, this Field Order will in that event be superseded by a Change Order.

Description:

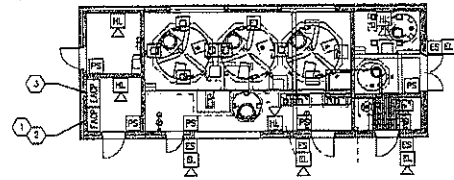
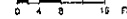
Provide Fire Alarm notification devices as shown on attached plan sheet E-13A



NF BUILDING BASEMENT SYSTEMS PLAN



NF BUILDING 1ST FLOOR SYSTEMS PLAN



CHEMICAL FEED BUILDING SYSTEMS PLAN



DRAWING NOTES:

- A PROVIDE FIRE ALARM SYSTEM FOR THE NF BUILDING. SEE MECHANICAL DRAWINGS FOR LOCATIONS OF FLOW SWITCHES, TAMPERS, SMOGERS & PACT DETECTORS. SEE SPECIFICATION SECTION 283100 FOR ADDITIONAL REQUIREMENTS.
- B PROVIDE EMERGENCY ALARM SYSTEM FOR THE CHEMICAL ROOMS THAT MEETS THE REQUIREMENTS OF THIS BUILDING CODE SECTION 415.4.
- C ALL CONDUITS IN THE CHEMICAL ROOMS SHALL BE SCHEDULE 80 PVC UNLESS NOTED OTHERWISE.

CODED NOTES:

- 1. CONNECT FROM FIRE ALARM CONTROL PANEL TO SPRINKLER CONTROL PANEL FOR NOTIFICATION OF TROUBLE AND RELEASE. PROVIDE CONDUIT AS SPECIFIED IN SECTION 280533 AND WIRING AS RECOMMENDED BY FIRE ALARM SYSTEM MANUFACTURER.
- 2. CONNECT FROM FIRE ALARM CONTROL PANEL TO FUST DETECTORS PROVIDED UNDER DIVISION 23 AND TO TAMPERS AND FLOW SWITCHES PROVIDED UNDER DIVISION 21. PROVIDE CONDUIT AS SPECIFIED IN SECTION 280533 AND WIRING AS RECOMMENDED BY FIRE ALARM SYSTEM MANUFACTURER.
- 3. CONNECT FROM EMERGENCY ALARM CONTROL PANEL TO EMERGENCY ALARM SYSTEM HORN/STROBES AND PULL STATIONS. PROVIDE CONDUIT AS SPECIFIED IN SECTION 280533 AND WIRING AS RECOMMENDED BY EMERGENCY ALARM SYSTEM MANUFACTURER.

AECOM

PROJECT
**RARWTP MEMBRANE
 SOFTENING
 UPGRADES**
 RICHARD RENNEKER WTP
 6163 Steiner Road
 Maineville, OH 45039

CLIENT
WARREN COUNTY
 Warren County Administration Building
 405 Justice Drive
 Lebanon, OH 45036
 513-895-1200 fax
 http://www.co.warren.oh.us

CONSULTANT
AECOM
 277 West Nationwide Boulevard
 Columbus, OH 43215-2966
 614-454-4500 fax 614-454-0508 fax
 www.aecom.com

CONSULTANTS
**ARCHITECTURAL CIVIL & STRUCTURAL
 ARCHITECTS**
 4625 Central Rd Suite 200
 Columbus, OH 43241
 614-866-8700 fax 614-866-8701 fax
 www.aecofsa.com

SURVEY
 RA Consultants, LLC
 18550 Rimwood Road
 Blue Ash, OH 45422
 513-459-2650 fax 513-469-2654 fax
 www.raconsultants.com

GEOTECHNICAL
 JSE
 2431 Crown Point Drive
 Cincinnati, OH 45241
 513-971-8144 fax 513-971-8150 fax
 www.jse.com

REGISTRATION

ISSUE/REVISION

NO.	DATE	DESCRIPTION

KEY PLAN

PROJECT NUMBER
 60551897
 SHEET TITLE
 NF & CHEM FEED BUILDINGS
 SYSTEMS PLANS

SHEET NUMBER
 E-13A



PROJECT: Warren County RARWTP Membrane Softening Upgrades
 DIVISION: N/A

FO-011 - Fire Alarm

CODE	DESCRIPTION	LMES	CRFT	QTY	UNIT	UNIT HOURS	HOURS	COST/ UNIT	COST	LABOR \$	EQUIP \$	MAT'L \$	SUB \$	OTHER \$	TOTAL \$
	Project Manager	L	PM	0	HR	1	0	\$105.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Superintendent	L	S	0	HR	1	0	\$95.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Glenwood Electric Scope	S		1	LS	1	1	\$30,331.48	\$30,331.48	\$0.00	\$0.00	\$0.00	\$30,331.48	\$0.00	\$30,331.48
						1	0		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	SUBTOTAL						1.0		\$30,331.48	\$0.00	\$0.00	\$0.00	\$30,331.48	\$0.00	\$30,331.48
GC-1858	Taxes & Insurance on Labor			35.00%	of		\$0.00		\$0.00						
GC-1856	Small Tools/Consumables			5.00%	of		\$0.00		\$0.00						
									\$0.00						
	SUBTOTAL - DIRECT BCI COST								\$0.00						
	SUBTOTAL - SUBCONTRACT COST								\$30,331.48						
	Overhead on BCI Work			10.00%	of		\$0.00		\$0.00						
	Profit on BCI Work			5.00%	of		\$0.00		\$0.00						
	Overhead & Profit on Subcontract			5.00%	of	30.331			\$1,516.57						
	TOTAL INCLUDING O & P								\$31,848.05						
GC-1800	Bond			0.60%					\$191.09						
	TOTAL INCLUDING BCI BOND								\$32,039.14						
GC-1803	CAT Tax			0.50%					\$160.20						
	TOTAL INCLUDING BCI BOND								\$32,199.34						



PROJECT: RAR WTP

DATE: 7/8/2021

TO: BCI
 ATTN: Aaron LaFollette <alafollette@buildingcrafts.com>

CONTRACTOR: Glenwood Electric Inc.
12250 Chandler Drive
Walton, KY 41094

Description : CO pricing Updated F.A. revised sheet E13A

Quantity	Description	Unit	Unit Price	Extended Amount
Materials				
15	Manual Stations			
24	Horn Strobe			
2	Outdoor Bell			
17	Flash Scan Monitor Module			
2	Auxiliary power supply			
11	Emergency Call Switch			
2	Flash Scan Control Modules			
	Lot additonal FA Devices	1	\$ 11,405.00	\$ 11,405.00
71	Back Boxes	1	\$ 3.00	\$ 213.00
75	Supports	1	\$ 5.00	\$ 375.00
600'	3/4" Rigid Conduit			
1200'	AWG #14			
1,000'	Fire Alarm Cable			
	Lot	1		\$ 3,548.00
	Material Subtotal			\$ 15,541.00
Equipment:				
	Equipment Subtotal			\$ -

Other Charges:				\$ -
	Other Subtotal			
	Material, Equipment, Other Subtotal:			\$ 15,541.00
	Sales Tax on Material, Equipment			\$ -
	10% Overhead + 5 % Profit			\$ 2,332.00
	TOTAL MATERIAL, EQUIPMENT, OTHER:			\$ 17,873.00

TOTAL LABOR HOURS:				
Labor Charges:				
0	Supervisor - Straight	HR	\$ 86.66	\$ -
0	Supervisor - overtime 1.5X	HR	\$ 115.61	\$ -
0	Supervisor - overtime 2X	HR	\$ 144.57	\$ -
16	General Foreman - straight	HR	\$ 82.21	\$ 1,315.36
0	General Foreman - overtime 1.5X	HR	\$ 108.94	\$ -
0	General Foreman - double 2X	HR	\$ 135.66	\$ -
0	Foreman - straight	HR	\$ 77.76	\$ -
0	Foreman - overtime 1.5X	HR	\$ 102.25	\$ -
0	Foreman - double 2X	HR	\$ 126.75	\$ -
152	Journeyman - straight	HR	\$ 73.31	\$ 11,143.12
0	Journeyman - overtime 1.5X	HR	\$ 95.57	\$ -
0	Journeyman- double 2X	HR	\$ 117.84	\$ -
	Labor Subtotal:			\$ 12,458.48

TOTAL PRICE FOR THE ABOVE: \$ 30,331.48



277 West Nationwide Boulevard
Columbus, OH 43215-2566
Telephone: (614) 464-4500
Facsimile: (614) 464-0588
Architectural & Engineering Services

ENGINEERING FIELD ORDER

TO: Building Crafts, Inc.
2 Rosewood Drive
Wilder, KY 41076

ATTN: Mr. Aaron LaFollette

ISSUED BY: Brian Benedict

COPIES: Don Ellison, -BCI, Chris Wojnicz,
Ed Turner, Don Brew-Warren County, Dan
Horlander, Arcadis -
John Krinks, Miranda Scheitlin- AECOM
AECOM Central File

FIELD ORDER NO.: 012 rev 1

DATE: May 10, 2021

PROJECT: Warren County RAR Water
Treatment Plant

PROJECT NO.: 6055197

RE: : Revise height of OH door R 102-1

You are hereby directed to execute promptly this Field Order which interprets the Contract Documents or orders minor changes in the Work without change in Contract Sum or Contract Time.

If you consider that a change in Contract Sum or Contract Time is required, please submit your itemized proposal to the Engineer immediately and before proceeding with this work. If your proposal is found to be satisfactory and in proper order, this Field Order will in that event be superseded by a Change Order.

Description:

Revise height of overhead door R 102-1 to 14' to accommodate size of skids provided by Wigen.



PROJECT: Warren County RARWTP Membrane Softening Upgrades
 DIVISION: N/A

FO-012 - Revised R-102-1 Overhead Door Height

CODE	DESCRIPTION	LMES	CRFT	QTY	UNIT	UNIT HOURS	HOURS	COST/UNIT	COST	LABOR \$	EQUIP \$	MAT'L \$	SUB \$	OTHER \$	TOTAL \$
	Overhead door of Cincinnati- 14' entrance height	S		1	LS		1	\$1,950.00	\$1,950.00	\$0.00	\$0.00	\$0.00	\$1,950.00	\$0.00	\$1,950.00
							1	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
								0.0	\$1,950.00	\$0.00	\$0.00	\$0.00	\$1,950.00	\$0.00	\$1,950.00
	SUBTOTAL														
GC-1858	Taxes & Insurance on Labor			35.00%	of		\$0.00		\$0.00						
GC-1856	Small Tools/Consumables			5.00%	of		\$0.00		\$0.00						
	SUBTOTAL - DIRECT BCI COST														
	SUBTOTAL - SUBCONTRACT COST														
	Overhead on BCI Work			10.00%	of		\$0.00		\$0.00						
	Profit on BCI Work			5.00%	of		\$0.00		\$0.00						
	Overhead & Profit on Subcontract			5.00%	of		1,950		\$97.50						
	TOTAL INCLUDING O & P														
GC-1800	Bond			0.60%					\$12.29						
	TOTAL INCLUDING BCI BOND														
GC-1803	CAT Tax			0.50%					\$10.30						
	TOTAL INCLUDING BCI BOND														



277 West Nationwide Boulevard
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Telephone: (614) 464-4500
Facsimile: (614) 464-0588
Architectural & Engineering Services

ENGINEERING FIELD ORDER

TO: Building Crafts, Inc.
2 Rosewood Drive
Wilder, KY 41076

ATTN: Mr. Aaron LaFollette

ISSUED BY: Brian Benedict

COPIES: Don Ellison, -BCI, Chris Wojnicz,
Ed Turner, Don Brewer-Warren County, Dan
Horlander, Arcadis -
John Krinks, Miranda Scheitlin- AECOM
AECOM Central File

FIELD ORDER NO.: 013

DATE: June 23, 2021

PROJECT: Warren County RAR Water
Treatment Plant

PROJECT NO.: 6055197

RE: Revise height of Kalwall panels and
openings at chemical feed rooms R107, R108,
and R109

You are hereby directed to execute promptly this Field Order which interprets the Contract Documents or orders minor changes in the Work without change in Contract Sum or Contract Time.
If you consider that a change in Contract Sum or Contract Time is required, please submit your itemized proposal to the Engineer immediately and before proceeding with this work. If your proposal is found to be satisfactory and in proper order, this Field Order will in that event be superseded by a Change Order.

Description:

Revise height of Kalwall panels and openings at chemical feed rooms R107, R108, and R109 to 12'-8" to accommodate height of Polyethylene tanks being supplied.



PROJECT: Warren County RARWTP Membrane Softening Upgrades
 DIVISION: N/A

FO-013 - Revised Kalwall FRP Windows

CODE	DESCRIPTION	LMES	CRFT	QTY	UNIT	UNIT HOURS	HOURS	COST/ UNIT	COST	LABOR \$	EQUIP \$	MAT'L \$	SUB \$	OTHER \$	TOTAL \$
	Tri County Glass & Mirror - Kalwall FRP Upcharge	S		1	LS	1		\$1,567.00	\$1,567.00	\$0.00	\$0.00	\$0.00	\$1,567.00	\$0.00	\$1,567.00
						1	0		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	SUBTOTAL						0.0		\$1,567.00	\$0.00	\$0.00	\$0.00	\$1,567.00	\$0.00	\$1,567.00
GC-1858	Taxes & Insurance on Labor			35.00%	of		\$0.00		\$0.00						
GC-1856	Small Tools/Consumables			5.00%	of		\$0.00		\$0.00						
									\$0.00						
	SUBTOTAL - DIRECT BCI COST								\$0.00						
	SUBTOTAL - SUBCONTRACT COST								\$1,567.00						
	Overhead on BCI Work			10.00%	of		\$0.00		\$0.00						
	Profit on BCI Work			5.00%	of		\$0.00		\$0.00						
	Overhead & Profit on Subcontract			5.00%	of		1,567		\$78.35						
	TOTAL INCLUDING O & P								\$1,645.35						
GC-1800	Bond			0.60%					\$9.87						
	TOTAL INCLUDING BCI BOND								\$1,655.22						
GC-1803	CAT Tax			0.50%					\$8.28						
	TOTAL INCLUDING BCI BOND								\$1,663.50						



277 West Nationwide Boulevard
Columbus, OH 43215-2566
Telephone: (614) 464-4500
Facsimile: (614) 464-0588
Architectural & Engineering Services

ENGINEERING FIELD ORDER

TO: Building Crafts, Inc.
2 Rosewood Drive
Wilder, KY 41076

ATTN: Mr. Aaron LaFollette

ISSUED BY: Brian Benedict

COPIES: Don Ellison, -BCI, Chris Wojnicz,
Ed Turner, Don Brewer-Warren County, Dan
Horlander, Arcadis - John Krinks, Miranda
Scheitlin - AECOM, AECOM Central File

FIELD ORDER NO.: 014

DATE: August 5, 2021

PROJECT: Warren County RAR Water
Treatment Plant

PROJECT NO.: 6055197

RE: Revise electrical service

You are hereby directed to execute promptly this Field Order which interprets the Contract Documents or orders minor changes in the Work without change in Contract Sum or Contract Time.

If you consider that a change in Contract Sum or Contract Time is required, please submit your itemized proposal to the Engineer immediately and before proceeding with this work. If your proposal is found to be satisfactory and in proper order, this Field Order will in that event be superseded by a Change Order.

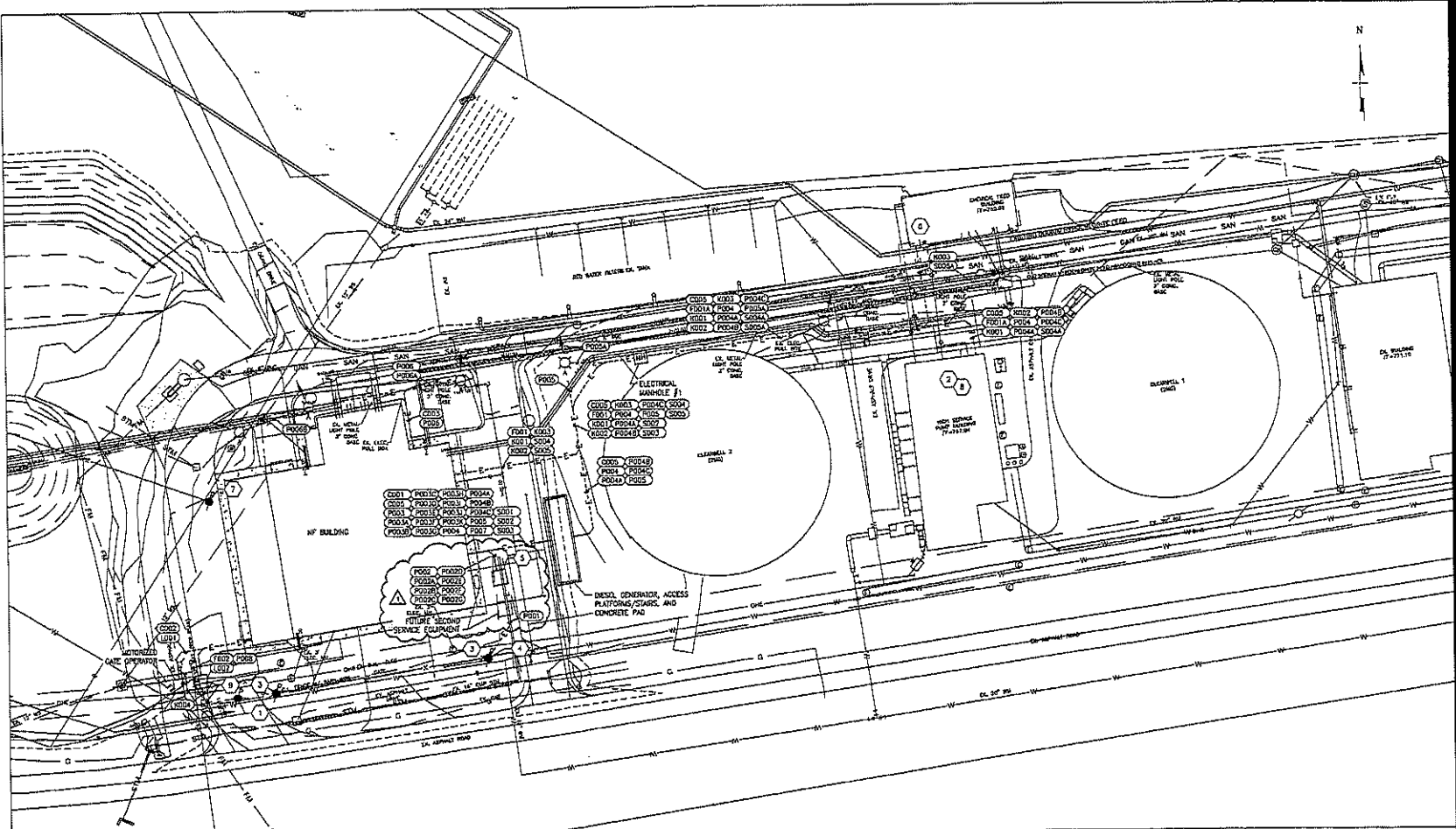
Description:

Revise new electric service as shown on the attached drawings. The service will be a 3000A service with provisions for a future additional 2000A service. Note that the "future" transformer pad and ATS will not be constructed at this time. Also, the drawings reflect the agreed to revised arrangement of the electrical gear in the Electric Room.

Attachments:

Sheet E-04
SK-E-01
Sheet E-09
Sheet E-14
Sheet E-32
Sheet E-33

AND 10/27/14



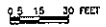
DRAWING NOTES:

- COORDINATE ALL SERVICE ENTRANCE ELECTRICAL WORK WITH THE LOCAL ELECTRIC UTILITY COMPANY. LOCAL ELECTRIC UTILITY COMPANY SHALL PROMOTE UTILITY TRANSFORMER AND ALL PRIMARY CONDUIT WORK ON PRIMARY SIDE OF UTILITY TRANSFORMER. CONTRACTOR SHALL PROVIDE ALL EARTHWORK. CONTRACTOR SHALL ALSO PROVIDE ALL WORK ON SECONDARY SIDE OF UTILITY TRANSFORMER, INCLUDING BUT NOT LIMITED TO, ALL SERVICE ENTRANCE EQUIPMENT, CONDUIT, AND CABLES. CONTRACTOR SHALL COORDINATE LOADINGS AND TIME OF POWER WATER SEWER REGARDING WITH LOCAL ELECTRIC UTILITY COMPANY.
- THIS SITE PLAN INDICATES WORK THAT IS NOT SHOWN ON OTHER DRAWINGS. REFERENCE POWER PLAN DRAWINGS FOR ADDITIONAL WORK IN SPECIFIC LOCATIONS.

DRAWING NOTES:

- DUCT BANKS SHOWN DO NOT REPRESENT QUANTITY OF CONDUITS. MULTIPLE CONDUITS MAY BE RUN IN EACH DUCT BANK. REFERENCE SPECIFICATION SECTION 05 033 FOR CONDUIT INSTALLATION REQUIREMENTS. ADJUST DIMENSIONS OF DUCT BANK AS REQUIRED PER DETAIL ON SHEET E-02.
- SEE REMOVAL SHEETS AND SPECIFICATION SECTION 20 000 FOR ADDITIONAL INFORMATION ON DEMOLITION SCOPE OF WORK. COORDINATE DEMOLITION SCOPES WITH NEW WORK.
- AREAS SHOWN ADJACENT TO LIGHT FIXTURES INDICATES LOCATION OF FIXTURES.
- NOT ALL CONDUITS MAY BE IDENTIFIED. REFERENCE CADDSET AND WIRE SCHEDULE FOR ADDITIONAL INFORMATION.

MODIFIED ELECTRICAL SITE PLAN



CODED NOTES:

- COORDINATE WITH LOCAL ELECTRIC UTILITY COMPANY TO HAVE EXISTING POWER POLE AND OVERHEAD POWER LINES RELOCATED. POWER POLE LOCATED BY NEW ENTRANCE SHALL BE MOVED EAST OF THE NEW ENTRANCE.
- REMOVE EXISTING DIESEL GENERATOR AND ASSOCIATED UNDERGROUND PIPING. AFTER NEW ELECTRICAL SERVICE AND DIESEL GENERATOR HAVE BEEN SUCCESSFULLY TESTED, FULLY OPERATIONAL, AND ACCEPTED BY THE OWNER, EXISTING GENERATOR IS LOCATED INSIDE THE HIGH SERVICE PUMP BUILDING. DIESEL TANK IS LOCATED OUTSIDE ADJACENT TO HIGH SERVICE PUMP BUILDING.
- PRIMARY ELECTRIC UTILITY POLE BY LOCAL ELECTRIC UTILITY COMPANY.
- PRIMARY ELECTRICAL SERVICE DOES RELY GRADE TO UNDERGROUND DUCT BANK JOINTED TO UTILITY TRANSFORMER.
- NEW UTILITY TRANSFORMER AND CONCRETE PAD.

CODED NOTES:

- EXTEND CONDUIT #003 TO EXISTING FIRE ALARM CONTROL PANEL, LOCATED INSIDE ORIGINAL FEED BUILDING.
- COORDINATE WITH LOCAL TELEPHONE UTILITY COMPANY FOR RELOCATING THE EXISTING TELECOM UTILITY POLE THAT IS CURRENTLY LOCATED IN THE MIDDLE OF THE NEW ASPHALT DRIVE.
- EXTEND CONDUITS #001, #002 TO EXISTING PARTY FACE ENCLOSURE LOCATED INSIDE HIGH SERVICE PUMP BUILDING. PROVIDE NEW TERMINALS AND WIRING INSIDE ENCLOSURE TO EXISTING PARTY FACE COMMUNICATION LOOP TO INCORPORATE NF BUILDING. TERMINATE NEW PIPING LINE ON EXISTING FIBERWORK TERMINALS TO EXISTING OUTSIDE PIPING ACCESS TO NF BUILDING.
- INSTALL SECURITY CAMERA CONTROL ENCLOSURE AND CARD SCANNER/INTERCOM. CAMERA AND CONTROLLER SHALL BE LOCATED INSIDE FENCING. CARD SCANNER/INTERCOM SHALL BE PHYSICALLY MOUNTED OUTSIDE OF FENCING. EQUIPMENT SHALL BE SELECTED AND FURNISHED UNDER THE SECURITY SYSTEM ALLOWANCE.

AECOM

PROJECT
**RARWTP MEMBRANE
 SOFTENING
 UPGRADES**

RICHARD RENNEKER WTP
 6100 Striker Road
 Malvern, Oh 45039

CLIENT
WARREN COUNTY
 Warren County Administration Building
 408 Justice Drive
 Lebanon, Oh 45026
 515-895-1250 tel
 http://www.co.warren.oh.us

CONSULTANT
AECOM
 277 West Nationwide Boulevard
 Columbus, Oh 43215-2596
 614-464-4500 tel 614-464-0588 fax
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CONSULTANTS
**ARCHITECTURAL, CIVIL, & STRUCTURAL
 ARCHITECTS**
 4665 Cornell Rd Suite 200
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SURVEY
 RA Consultants, LLC
 10860 Kemper Road
 Blue Ash, Oh 45242
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GEO-TECHNICAL
 JGE
 2441 Crown Point Drive
 Cincinnati, Oh 45241
 513.871.6144 tel 513.871.6150 fax
 www.jge.com

REGISTRATION

ISSUE/REVISION		
NO.	DATE	DESCRIPTION
1	2021-05-04	POB14
2		
3		
4		
5		

KEY PLAN

PROJECT NUMBER
60551897

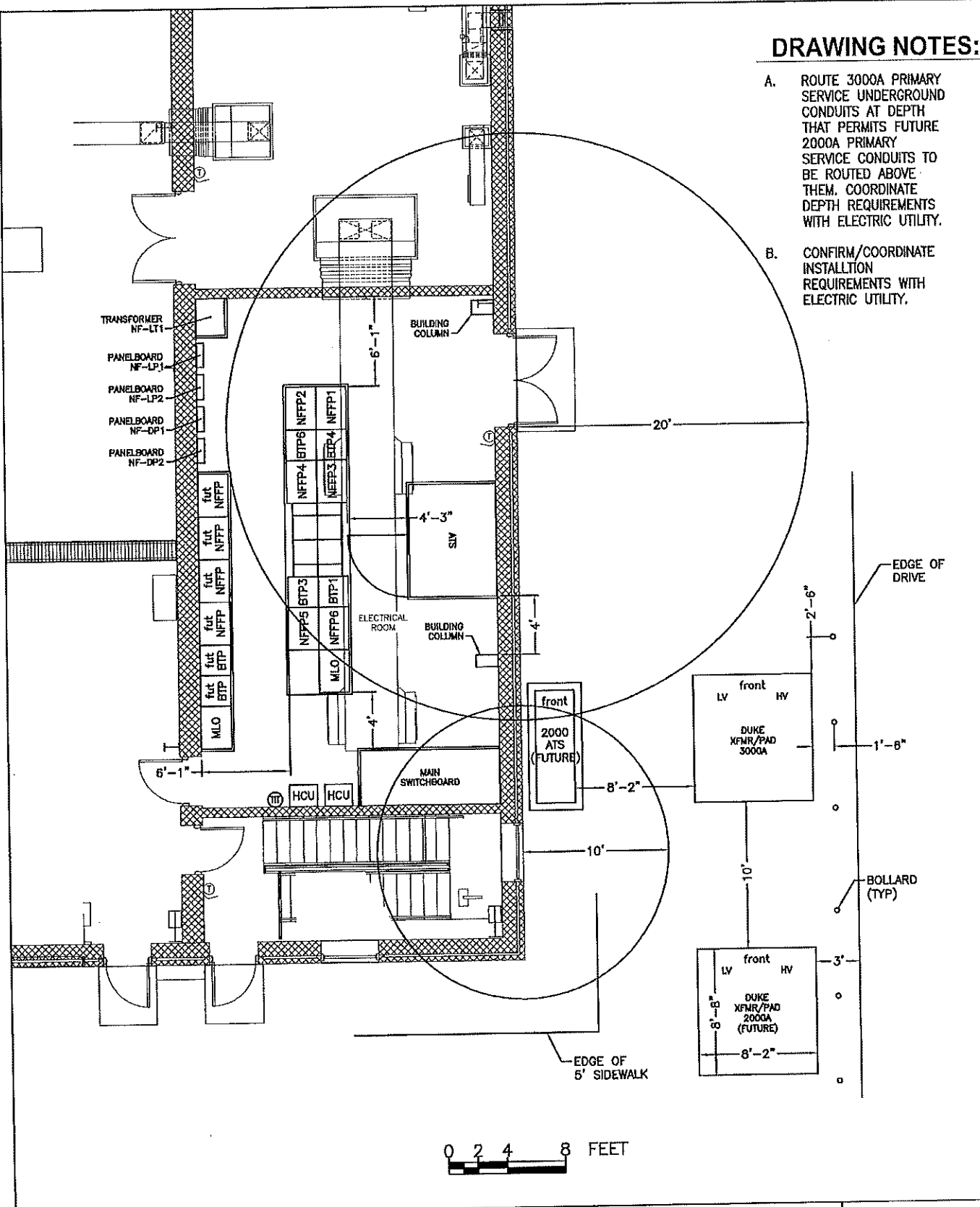
SHEET TITLE
MODIFIED ELECTRICAL SITE PLAN

SHEET NUMBER
E-04

DRAWING: RARWTP MEMBRANE SOFTENING UPGRADES - RARWTP, DATED 10/27/14, BY: JEN, REVISED: 10/27/14, BY: JEN, REVISED: 10/27/14, BY: JEN, REVISED: 10/27/14

DRAWING NOTES:

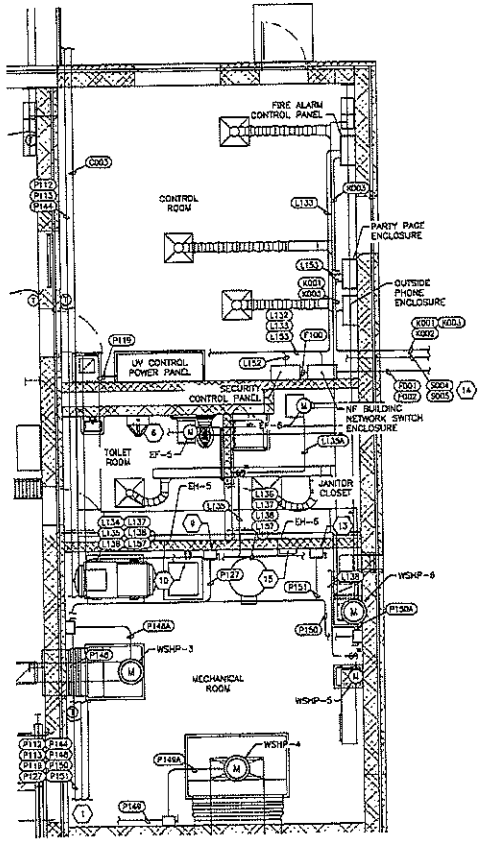
- A. ROUTE 3000A PRIMARY SERVICE UNDERGROUND CONDUITS AT DEPTH THAT PERMITS FUTURE 2000A PRIMARY SERVICE CONDUITS TO BE ROUTED ABOVE THEM. COORDINATE DEPTH REQUIREMENTS WITH ELECTRIC UTILITY.
- B. CONFIRM/COORDINATE INSTALLATION REQUIREMENTS WITH ELECTRIC UTILITY.



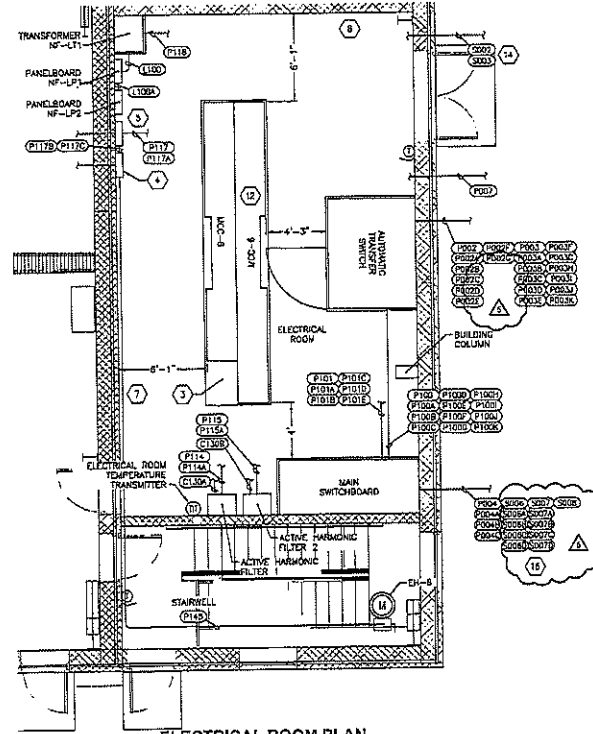
WARREN COUNTY, OHIO
RARWIP MEMBRANE SOFTENING
UPGRADES PROJECT

ELECTRIC UTILITY
TWO SERVICES LAYOUT

FO-014
SK-E-01



**ADMIN AREA PLAN
MECHANICAL ROOM PLAN**
0 1 2 4 FEET



**ELECTRICAL ROOM PLAN
SOUTHEAST STAIRWELL PLAN**
0 1 2 4 FEET

DRAWING NOTES:

- A. REFERENCE MODIFIED ELECTRICAL SITE PLAN FOR CONTINUATION OF UNDERGROUND DUCT BANKS.
- B. NOT ALL CONDUITS MAY BE IDENTIFIED. REFERENCE CONDUIT AND WIRE SCHEDULE FOR ADDITIONAL INFORMATION.
- C. EQUIPMENT IN BUILDING SECURITY SYSTEM REQUIREMENTS WITH SECURITY SYSTEM SUPPLIER. PROVIDE CONDUIT AND WIRING AS REQUIRED. SECURITY SYSTEM WILL GENERALLY INCLUDE A DOOR CONTACT FOR EACH EXTERIOR DOOR AND CAB CONTACTS FOR SWIFT AND EXIT OF THE CONTROL ROOM.



CODED NOTES:

1. REFERENCE CONDUIT AND WIRE SCHEDULE FOR CONTINUATION OF CONDUITS.
2. NOT USED.
3. EXISTING ELECTRICAL EQUIPMENT PAD THE FULL LENGTH FOR FUTURE MCC SCHEMATIC.
4. WALL-MOUNT PANELBOARD DP2.
5. WALL-MOUNT PANELBOARD BP1.
6. WIRE EXHAUST FAN AND TOILEY ROOM LIGHT TO TURN ON BY THE SAME SWITCH ADJACENT TO DOOR.
7. DO NOT INSTALL ANY EQUIPMENT OR DEVICES ALONG THE WALL BETWEEN PANELBOARD BP2 AND WARDROOM. THIS SPACE IS RESERVED FOR FUTURE MCC.
8. DO NOT INSTALL ANY EQUIPMENT OR DEVICES ALONG THE WALL BETWEEN EAST WALL AND MCC-6. THIS SPACE IS RESERVED FOR FUTURE ACTIVE HARMONIC FILTERS.
9. AIR COMPRESSOR SYSTEM LOCAL CONTROL PANEL.
10. PROVIDE DEDICATED 120VAC 60HZ DUPLEX RECEPTACLE FOR AIR COMPRESSOR DRIVER AND CONDENSATE VALVE MOUNT RECEPTACLE 4FT.
11. EXISTING SYSTEM CONTROL POWER PANEL RELOCATED FROM HIGH SERVICE PUMP BUILDING.
12. PROVIDE PULLBOXES IN THE BASEMENT BELOW THE MCC.
13. HOT WATER HEATER DISCONNECT SWITCH.
14. SPIKE CONDUITS SHALL END INSIDE CONTROL ROOM AND BE CUT FLUSH WITH TOP OF CONCRETE SLAB AND INCLUDE A FEMALE DWG. CAP CONDUITS WATER-TIGHT WITH CONDUIT PULL.
15. TEMPERATURE CONTROL PANEL 2.
16. PROVIDE CONDUIT PENETRATIONS THROUGH BUILDING WALL FOR SPIKE CONDUITS. CAP BOTH ENDS WATER-TIGHT FOR FUTURE CONNECTION OF SECOND UTILITY SERVICE.

AECOM
 PROJECT
**RARWTP MEMBRANE
 SOFTENING
 UPGRADES**
 RICHARD REINER WTP
 8193 Slicker Road
 Maineville, Oh 45036

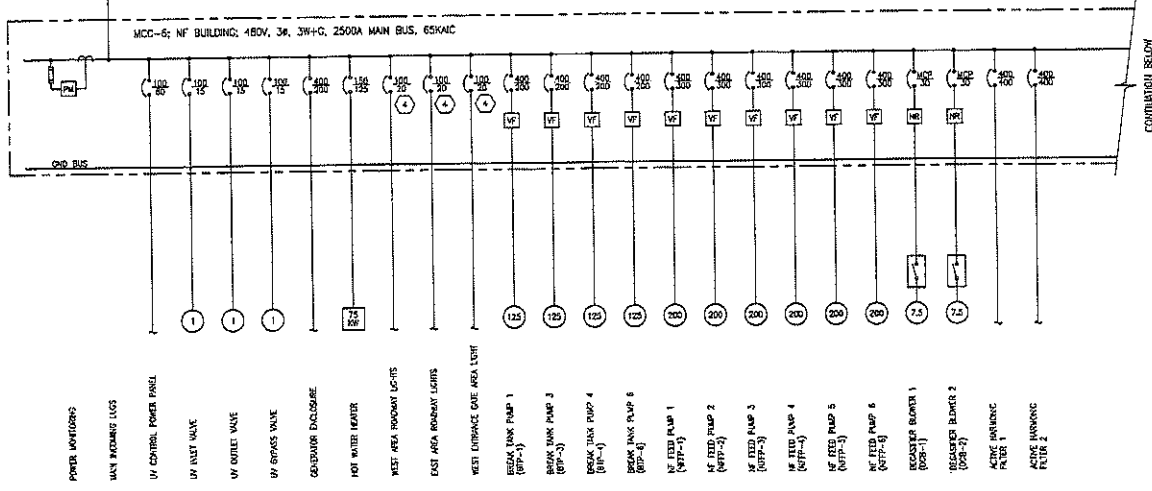
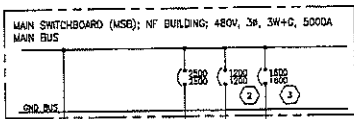
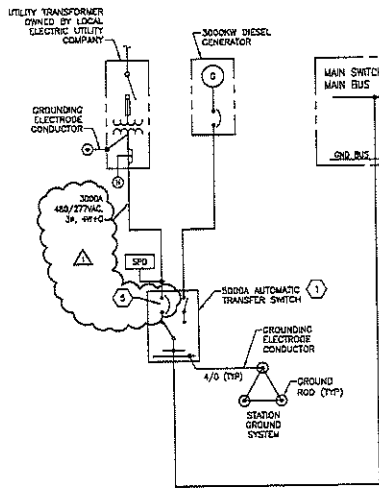
CLIENT
WARREN COUNTY
 Warren County Administration Building
 406 Justice Drive
 Lebanon, Oh 45036
 513-895-1250 tel
<http://www.co.warren.oh.us>
 CONSULTANT
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 Columbus, Oh 43215-2000
 614-424-4500 tel 614-424-2558 fax
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 Blue Ash, Oh 45002
 613-490-8100 tel 613-490-2644 fax
www.ahconsultants.com
GEOTECHNICAL
 ARE
 2415 Gramma Point Drive
 Cincinnati, Oh 45241
 513-879-8146 tel 513-871-8150 fax
www.ahr-oh.com

REGISTRATION

ISSUE/REVISION	
5	2007-06-04 PD-01A
4	2007-05-22 ADD DESCRIPTION
REV	DATE DESCRIPTION

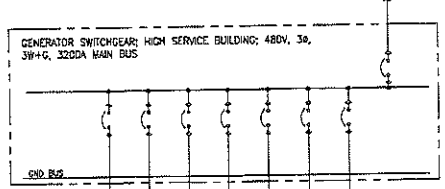
KEY PLAN

PROJECT NUMBER
 60651897
 SHEET TITLE
 NF BUILDING
 ENLARGED POWER PLANS
 SHEET NUMBER
 E-09

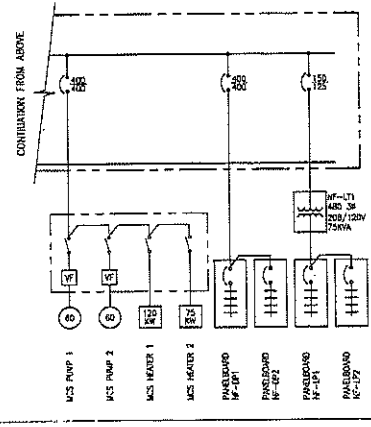


- POWER MOUNTINGS
- MAIN INCOMING LACS
- UV CONTROL POWER PANEL
- UV INLET VALVE
- UV OUTLET VALVE
- UV BYPASS VALVE
- CONDENSER ENCLOSURE
- HOT WATER HEATER
- WEST AREA ROOMWAY LIGHTS
- EAST AREA ROOMWAY LIGHTS
- WEST ENTRANCE ONE AREA LIGHT
- BREAK TANK PUMP 1 (BTP-1)
- BREAK TANK PUMP 3 (BTP-3)
- BREAK TANK PUMP 4 (BTP-4)
- BREAK TANK PUMP 5 (BTP-5)
- NF FEED PUMP 1 (NFP-1)
- NF FEED PUMP 2 (NFP-2)
- NF FEED PUMP 3 (NFP-3)
- NF FEED PUMP 4 (NFP-4)
- NF FEED PUMP 5 (NFP-5)
- NF FEED PUMP 6 (NFP-6)
- RECYCLER BLOWER 1 (RBS-1)
- RECYCLER BLOWER 2 (RBS-2)
- ACTIVE INHIBITING FILTER 1
- ACTIVE INHIBITING FILTER 2

MCC-6 ONE LINE DIAGRAM



- MAINTENANCE BUILDING AT5
- HIGH SERVICE BLDG MCC-4 AT5
- SWIRE
- GRANT TOWER BUILDING AT5
- CONTROL BUILDING AT5
- HIGH SERVICE BLDG MCC-1 AT5
- HIGH SERVICE BLDG MCC-2 AT5
- MAIN CIRCUIT BREAKER



DRAWING NOTES:

- A. CONTRACTOR SHALL COORDINATE ALL ELECTRICAL SERVICE WORK WITH THE LOCAL ELECTRIC UTILITY COMPANY.

CODED NOTES:

1. AUTOMATIC TRANSFER SWITCH SHALL BE 100% RATED. PROVIDE GROUND FAULT PROTECTION ON UTILITY SERVICE ENTRANCE DISCONNECT. SWITCH SHALL BE SERVICE ENTRANCE PANEL.
2. PROVIDE 100% RATED CIRCUIT BREAKER WITH ADJUSTABLE SENSOR PLUG. BREAKER FEEDS EXISTING GENERATOR SWITCHGEAR.
3. FUTURE BREAKER LOCATION FOR FUTURE MEMBRANE EXPANSION PROJECT. BREAKER SHOULD BE 100% RATED WITH ADJUSTABLE SENSOR PLUG.
4. PROVIDE 480V, 1POLE BREAKER.

AECOM

PROJECT
RARWTP MEMBRANE SOFTENING UPGRADES

RICHARD RENNEMER WTP
 9193 Stilliker Road
 Malvernville, Oh 43039

CLIENT
WARREN COUNTY

Warren County Administration Building
 408 Justice Drive
 Lebanon, Oh 45036
 513-655-1250 fax
 http://www.co.warren.oh.us

CONSULTANT

AECOM
 277 West Nationwide Boulevard
 Columbus, Oh 43215-2650
 614-444-4500 fax 614-454-0588 fax
 www.aecom.com

CONSULTANTS

ARCHITECTURAL, CIVIL, & STRUCTURAL
 ANDREAS
 4855 Conestoga Rd Suite 200
 Columbus, Oh 43241
 613-850-8700 fax 613-850-8701 fax
 www.andreas.com

SURVEY
 RA CONSULTANTS, LLC
 10550 Kenwood Place
 Blue Ash, Oh 45004
 513-460-0300 fax 513-460-2864 fax
 www.raconsultants.com

GEOTECHNICAL
 DE
 2401 Coombs Park Drive
 Cincinnati, Oh 45241
 513-871-2144 fax 513-871-8150 fax
 www.de-oh.com

REGISTRATION

ISSUE/REVISION	DATE	DESCRIPTION
1	2021-08-04	FD-014

KEY PLAN

PROJECT NUMBER
 60551697

SHEET TITLE
 DISTRIBUTION SYSTEM ONELINES 1

SHEET NUMBER
 E-14

DRAWING NOTES:

A. CONDUIT SIZES SHOWN ARE BASED ON INSTALLATION AND APPLICABLE FOR INDIVIDUAL CONDUIT RUNS PER NEC TABLE 310.15(B)(16) AT 75°C. INCREASE CONDUIT SIZE AS REQUIRED FOR ACTUAL INSTALLATION.

Table with columns: CONDUIT (CODE, #, SIZE, FILL), LOCATIONS (FROM, TO), and REMARKS. Contains entries for utility transformers, diesel generators, and various switchboards.

Table with columns: CONDUIT (CODE, #, SIZE, FILL), LOCATIONS (FROM, TO), and REMARKS. Contains entries for various pumps, feed pumps, and control panels.



PROJECT: RARWTP MEMBRANE SOFTENING UPGRADES

RICHARD RENNEKER WTP
6199 Striker Road
Malvern, Oh 45033

CLIENT: WARREN COUNTY

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408 Justice Drive
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515-695-1250 tel
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ARGADES
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GEOTECHNICAL: GSE

2451 Crown Point Drive
Cincinnati, Oh 45241
513-871-1144 tel 513-871-0150 fax
www.gse-oh.com

REGISTRATION

ISSUE/REVISION

Table with columns: NO., DATE, DESCRIPTION

KEY PLAN

PROJECT NUMBER: 60551657

SHEET TITLE: CONDUIT AND WIRE SCHEDULES 7

SHEET NUMBER: E-32

AEC010282.dwg

Planned CONDUIT SCHEDULES
List created by: KANDI COOK
Date: 05/14/2013 1:11:21 PM

DRAWING NOTES:

- A. CONDUIT SIZES SHOWN ARE BASED ON INSTALLATION AND APPLICABLE FOR INDIVIDUAL CONDUIT RUNS PER NEC TABLE 310.15(B)(16) AT 75°C. INCREASE CONDUIT SIZES AS REQUIRED FOR ACTUAL INSTALLATION.
- B. OIP SHAVE CONDUITS WATERIGHT AT EACH END.

CONDUIT		LOCATIONS		REMARKS	
CODE	#	SIZE	FILL	FROM TO	
P	132	3/4"	09F12 + 11F120	PANELLBOARD NF-09F2	EXHAUST FAN 1 CONTROLLER
P	132 A	3/4"	09F12 + 11F120	EXHAUST FAN 1 CONTROLLER	EXHAUST FAN 1
P	133	3/4"	09F12 + 11F120	PANELLBOARD NF-09F2	EXHAUST FAN 2 CONTROLLER
P	133 A	3/4"	09F12 + 11F120	EXHAUST FAN 2 CONTROLLER	EXHAUST FAN 2
P	134	3/4"	09F12 + 11F120	PANELLBOARD NF-09F3	EXHAUST FAN 3 CONTROLLER
P	134 A	3/4"	09F12 + 11F120	EXHAUST FAN 3 CONTROLLER	EXHAUST FAN 3
P	135	3/4"	09F12 + 11F120	PANELLBOARD NF-09F4	EXHAUST FAN 4 CONTROLLER
P	135 A	3/4"	09F12 + 11F120	EXHAUST FAN 4 CONTROLLER	EXHAUST FAN 4
P	136	3/4"	09F12 + 11F120	PANELLBOARD NF-09F2	CIRCULATING PUMP 1 DISCONNECT
P	136 A	3/4"	09F12 + 11F120	CIRCULATING PUMP 1 DISCONNECT	CIRCULATING PUMP 1
P	137	3/4"	09F12 + 11F120	PANELLBOARD NF-09F2	CIRCULATING PUMP 2 DISCONNECT
P	137 A	3/4"	09F12 + 11F120	CIRCULATING PUMP 2 DISCONNECT	CIRCULATING PUMP 2
P	138	3/4"	09F8 + 11F100	PANELLBOARD NF-09F1	WATER SOURCE HEAT PUMP 1 DISCONNECT
P	138 A	3/4"	09F8 + 11F100	WATER SOURCE HEAT PUMP 1 DISCONNECT	WATER SOURCE HEAT PUMP 1
P	138	3/4"	09F8 + 11F100	PANELLBOARD NF-09F1	WATER SOURCE HEAT PUMP 2 DISCONNECT
P	138 A	3/4"	09F8 + 11F100	WATER SOURCE HEAT PUMP 2 DISCONNECT	WATER SOURCE HEAT PUMP 2
P	140	3/4"	09F10 + 11F100	PANELLBOARD NF-09F2	UNIT HEATER 1
P	141	3/4"	09F10 + 11F100	PANELLBOARD NF-09F2	UNIT HEATER 2
P	142	3/4"	09F10 + 11F100	PANELLBOARD NF-09F2	UNIT HEATER 3
P	143	3/4"	09F12 + 11F120	PANELLBOARD NF-09F2	UNIT HEATER 4
P	144	3/4"	09F12 + 11F120	PANELLBOARD NF-09F2	UNIT HEATER 7
P	144	3/4"	09F12 + 11F120	PANELLBOARD NF-09F2	UNIT HEATER 8
P	145	3/4"	09F13 + 11F100	PANELLBOARD NF-09F3	UNIT HEATER 11
P	145	3/4"	09F13 + 11F100	PANELLBOARD NF-09F3	UNIT HEATER 12
P	146	3/4"	09F10 + 11F100	PANELLBOARD NF-09F1	WATER SOURCE HEAT PUMP 3 DISCONNECT
P	146 A	3/4"	09F10 + 11F100	WATER SOURCE HEAT PUMP 3 DISCONNECT	WATER SOURCE HEAT PUMP 3
P	147	3/4"	09F10 + 11F100	PANELLBOARD NF-09F1	WATER SOURCE HEAT PUMP 4 DISCONNECT
P	147 A	3/4"	09F10 + 11F100	WATER SOURCE HEAT PUMP 4 DISCONNECT	WATER SOURCE HEAT PUMP 4
P	148	3/4"	09F10 + 11F100	PANELLBOARD NF-09F1	WATER SOURCE HEAT PUMP 5 DISCONNECT
P	148 A	3/4"	09F10 + 11F100	WATER SOURCE HEAT PUMP 5 DISCONNECT	WATER SOURCE HEAT PUMP 5
P	149	3/4"	09F12 + 11F120	PANELLBOARD NF-09F2	WATER SOURCE HEAT PUMP 6 DISCONNECT
P	149 A	3/4"	09F12 + 11F120	WATER SOURCE HEAT PUMP 6 DISCONNECT	WATER SOURCE HEAT PUMP 6
P	151	1/2"	09F1 + 11F80	MECH	HOT WATER HEATER
P	152	3/4"	09F12 + 11F120	PANELLBOARD NF-09F1	PROCESS ROOM OVERHEAD DOOR
P	153	3/4"	09F12 + 11F120	PANELLBOARD NF-09F1	ANTHRACILANT FEED ROOM OVERHEAD DOOR
P	200	3/4"	09F12 + 11F120	PANELLBOARD PP2	EXHAUST FAN 1 CONTROLLER
P	200 A	3/4"	09F12 + 11F120	EXHAUST FAN 1 CONTROLLER	EXHAUST FAN 1
P	201	3/4"	09F8 + 11F100	PANELLBOARD PP2	UNIT HEATER 9
P	202	3/4"	09F12 + 11F120	PANELLBOARD PP2	SODIUM HYPOCHLORITE TRANSFER SYSTEM LCP
P	202 A	3/4"	09F12 + 11F120	SODIUM HYPOCHLORITE TRANSFER SYSTEM LCP	SODIUM HYPOCHLORITE TRANSFER PUMP
P	203	3/4"	09F12 + 11F120	PANELLBOARD PP2	UNIT HEATER 10
P	204	3/4"	09F12 + 11F120	PANELLBOARD PP1	PLUGGERS TRANSFER SYSTEM LCP
P	204 A	3/4"	09F12 + 11F120	PLUGGER TRANSFER SYSTEM LCP	PLUGGER TRANSFER PUMP
P	300	3/4"	09F20 + 11F100	MECH-4	HIGH SERVICE PUMP S
P	300 A	3/4"	09F20 + 11F100	MECH-4	HIGH SERVICE PUMP S
P	300	3/4"	09F20 + 11F100	MECH-4	MED SERVICE PUMP S
P	300 A	3/4"	09F20 + 11F100	MECH-4	MED SERVICE PUMP S
P	301	3"	NYLON PULL STRING	MECH 4 PULLBOX	GENERATOR ENCLOSURE
P	302	3"	NYLON PULL STRING	NF BUILDING ELECTRICAL ROOM	ELECTRICAL MANHOLE #1
P	303	3"	NYLON PULL STRING	NF BUILDING ELECTRICAL ROOM	ELECTRICAL MANHOLE #1
P	304	3"	NYLON PULL STRING	NF BUILDING ELECTRICAL ROOM	ELECTRICAL MANHOLE #1
P	304 A	3"	NYLON PULL STRING	ELECTRICAL MANHOLE #1	HIGH SERVICE PUMP BUILDING

CONDUIT		LOCATIONS		REMARKS	
CODE	#	SIZE	FILL	FROM TO	
S	001	1"	NYLON PULL STRING	MECH 4 PULLBOX	GENERATOR ENCLOSURE
S	002	1"	NYLON PULL STRING	NF BUILDING ELECTRICAL ROOM	ELECTRICAL MANHOLE #1
S	003	1"	NYLON PULL STRING	NF BUILDING ELECTRICAL ROOM	ELECTRICAL MANHOLE #1
S	004	1"	NYLON PULL STRING	NF BUILDING ELECTRICAL ROOM	ELECTRICAL MANHOLE #1
S	004 A	1"	NYLON PULL STRING	ELECTRICAL MANHOLE #1	HIGH SERVICE PUMP BUILDING
S	005	1"	NYLON PULL STRING	NF BUILDING ELECTRICAL ROOM	ELECTRICAL MANHOLE #1
S	006	1"	NYLON PULL STRING	ELECTRICAL MANHOLE #1	HIGH SERVICE PUMP BUILDING
S	000	1"	FUTURE AUTOMATIC TRANSFER SWITCH	MAIN SWITCHBOARD	WALL PENETRATION FOR FUTURE SECOND UTILITY SERVICE WORK
S	006 A	1"	FUTURE AUTOMATIC TRANSFER SWITCH	MAIN SWITCHBOARD	WALL PENETRATION FOR FUTURE SECOND UTILITY SERVICE WORK
S	006 B	1"	FUTURE AUTOMATIC TRANSFER SWITCH	MAIN SWITCHBOARD	WALL PENETRATION FOR FUTURE SECOND UTILITY SERVICE WORK
S	006 C	1"	FUTURE AUTOMATIC TRANSFER SWITCH	MAIN SWITCHBOARD	WALL PENETRATION FOR FUTURE SECOND UTILITY SERVICE WORK
S	006 D	1"	FUTURE AUTOMATIC TRANSFER SWITCH	MAIN SWITCHBOARD	WALL PENETRATION FOR FUTURE SECOND UTILITY SERVICE WORK
S	006 E	1"	FUTURE AUTOMATIC TRANSFER SWITCH	MAIN SWITCHBOARD	WALL PENETRATION FOR FUTURE SECOND UTILITY SERVICE WORK
S	007	1"	FUTURE AUTOMATIC TRANSFER SWITCH	MAIN SWITCHBOARD	WALL PENETRATION FOR FUTURE SECOND UTILITY SERVICE WORK
S	007 B	1"	FUTURE AUTOMATIC TRANSFER SWITCH	MAIN SWITCHBOARD	WALL PENETRATION FOR FUTURE SECOND UTILITY SERVICE WORK
S	007 C	1"	FUTURE AUTOMATIC TRANSFER SWITCH	MAIN SWITCHBOARD	WALL PENETRATION FOR FUTURE SECOND UTILITY SERVICE WORK
S	007 D	1"	FUTURE AUTOMATIC TRANSFER SWITCH	MAIN SWITCHBOARD	WALL PENETRATION FOR FUTURE SECOND UTILITY SERVICE WORK
S	007 E	1"	FUTURE AUTOMATIC TRANSFER SWITCH	MAIN SWITCHBOARD	WALL PENETRATION FOR FUTURE SECOND UTILITY SERVICE WORK
S	008	1"	NYLON PULL STRING	MECH 4 PULLBOX	BREAK TANK PUMP 2
S	101	1"	NYLON PULL STRING	CONTROL CONDUITS UNDERGROUND PULLBOX	BREAK TANK PUMP 3 LCP
S	102	1"	NYLON PULL STRING	POWER CONDUITS UNDERGROUND PULLBOX	BREAK TANK PUMP 4
S	103	1"	NYLON PULL STRING	CONTROL CONDUITS UNDERGROUND PULLBOX	BREAK TANK PUMP 5 LCP
S	104	2.5"	NYLON PULL STRING	POWER CONDUITS UNDERGROUND PULLBOX	HF FEED PUMP 7
S	105	2.5"	NYLON PULL STRING	CONTROL CONDUITS UNDERGROUND PULLBOX	HF FEED PUMP 7 LCP
S	106	2.5"	NYLON PULL STRING	POWER CONDUITS UNDERGROUND PULLBOX	HF FEED PUMP 8
S	107	2.5"	NYLON PULL STRING	CONTROL CONDUITS UNDERGROUND PULLBOX	HF FEED PUMP 8 LCP
S	108	2.5"	NYLON PULL STRING	POWER CONDUITS UNDERGROUND PULLBOX	HF FEED PUMP 9
S	109	2.5"	NYLON PULL STRING	CONTROL CONDUITS UNDERGROUND PULLBOX	HF FEED PUMP 9 LCP
S	110	2.5"	NYLON PULL STRING	POWER CONDUITS UNDERGROUND PULLBOX	HF FEED PUMP 10
S	111	2.5"	NYLON PULL STRING	CONTROL CONDUITS UNDERGROUND PULLBOX	HF FEED PUMP 10 LCP
S	112	1"	NYLON PULL STRING	NF BUILDING MCP	NF BLDG MASTER CONTROL PANEL



PROJECT
RARWTP MEMBRANE
SOFTENING
UPGRADES

RICHARD RENNEKER WTP
6193 Steiner Road
Malmville, Oh 45039

CLIENT

WARREN COUNTY

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REGISTRATION

ISSUE/REVISION

REV	DATE	DESCRIPTION
5	2021-06-01	FO-04
4	2020-05-01	ADDITONUM NO.4

KEY PLAN

PROJECT NUMBER
60651697

SHEET TITLE
CONDUIT AND WIRE SCHEDULES B

SHEET NUMBER

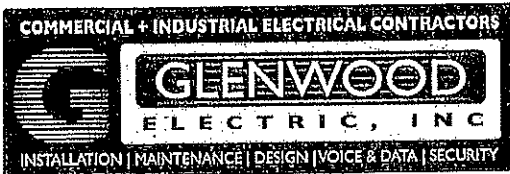
E-33



PROJECT: Warren County RARWTP Membrane Softening Upgrades
 DIVISION: N/A

FO-014 - Revised Electrical Service

CODE	DESCRIPTION	LMES	CRFT	QTY	UNIT	UNIT HOURS	HOURS	COST/ UNIT	COST	LABOR \$	EQUIP \$	MAT'L \$	SUB \$	OTHER \$	TOTAL \$
	Project Manager	L	PM	0	HR	1	0	\$105.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Superintendent	L	S	0	HR	1	0	\$95.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Glenwood Electric Scope	S		1	LS	1	1	\$14,747.35	\$14,747.35	\$0.00	\$0.00	\$0.00	\$14,747.35	\$0.00	\$14,747.35
	Buckeye Power - Eaton ATS	M		1	LS	1	0	\$15,934.00	\$15,934.00	\$0.00	\$0.00	\$15,934.00	\$0.00	\$0.00	\$15,934.00
						1	0		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
							1.0		\$14,747.35	\$0.00	\$0.00	\$15,934.00	\$14,747.35	\$0.00	\$30,681.35
	SUBTOTAL														
GC-1858	Taxes & Insurance on Labor					35.00%		\$0.00	\$0.00						
GC-1856	Small Tools/Consumables					5.00%		\$0.00	\$0.00						
									\$15,934.00						
	SUBTOTAL - DIRECT BCI COST								\$14,747.35						
	SUBTOTAL - SUBCONTRACT COST								\$1,593.40						
	Overhead on BCI Work					10.00%		\$15,934.00	\$796.70						
	Profit on BCI Work					5.00%		\$15,934.00	\$796.70						
	Overhead & Profit on Subcontract					5.00%		14,747	\$737.37						
	TOTAL INCLUDING O & P								\$33,808.82						
GC-1800	Bond					0.60%			\$202.85						
	TOTAL INCLUDING BCI BOND								\$34,011.67						
GC-1803	CAT Tax					0.50%			\$170.06						
	TOTAL INCLUDING BCI BOND								\$34,181.73						



PROJECT: RAR WTP

DATE: 5/7/2021

TO: BCI
 ATTN: Aaron LaFollette <aalafollette@buildingcrafts.com>

CONTRACTOR: Glenwood Electric Inc.
12250 Chandler Drive
Walton, KY 41094

Description : CO pricing Revised Electric Room Layout

Quantity	Description	Unit	Unit Price	Extended Amount
Materials				
120	4" PVC	C	\$ 345.00	\$ 414.00
80	3" PVC	C	\$ 215.00	\$ 172.00
90	3 1/2" Al. Rigid	C	\$ 795.00	\$ 716.00
30	3" Al. Rigid	C	\$ 702.00	\$ 211.00
480	# 600 RHHW	E	\$ 10.55	\$ 5,064.00
120	# 3/0 RHHW	E	\$ 3.00	\$ 360.00
180	# 3/0 XHHW	M	\$ 2,828.50	\$ 509.00
240	# 350 XHHW	M	\$ 5,583.00	\$ 1,340.00
252	# 600 XHHW	M	\$ 9,867.50	\$ 2,487.00
40	PVC Supports	E	\$ 5.00	\$ 200.00
20	3.5" Al. Supports	E	\$ 5.00	\$ 100.00
Deduct				
70	3.5" Al.Rigid	C	\$ 795.00	\$ (595.00)
220'	#600 XHHW	M	\$ 9,867.50	\$ (2,171.00)
70	#350 XHHW	M	\$ 5,583.00	\$ (391.00)
	Material Subtotal			\$ 8,416.00
Equipment:				
	Equipment Subtotal			\$ -
Other Charges:				
	Other Subtotal			\$ -
	Material, Equipment, Other Subtotal:			\$ 8,416.00
	Sales Tax on Material, Equipment			\$ -
	10% Overhead + 5 % Profit			\$ 2,237.00
	TOTAL MATERIAL, EQUIPMENT, OTHER:			\$ 10,653.00

TOTAL LABOR HOURS:				
Labor Charges:				
0	Supervisor - Straight	HR	\$ 86.66	\$ -
0	Supervisor - overtime 1.5X	HR	\$ 115.61	\$ -
0	Supervisor - overtime 2X	HR	\$ 144.57	\$ -
7	General Foreman - straight	HR	\$ 82.21	\$ 575.47
0	General Foreman - overtime 1.5X	HR	\$ 108.94	\$ -
0	General Foreman - double 2X	HR	\$ 135.66	\$ -
0	Foreman - straight	HR	\$ 77.76	\$ -
0	Foreman - overtime 1.5X	HR	\$ 102.25	\$ -
0	Foreman - double 2X	HR	\$ 126.75	\$ -
48	Journeyman - straight	HR	\$ 73.31	\$ 3,518.88
0	Journeyman - overtime 1.5X	HR	\$ 95.57	\$ -
0	Journeyman- double 2X	HR	\$ 117.84	\$ -
Labor Subtotal:				\$ 4,094.35

TOTAL PRICE FOR THE ABOVE:

\$ 14,747.35

Aaron LaFollette

Subject: FW: Submittal Clarification

Importance: High

Hi Aaron,

I apologize for the delay while we waited on the all the pieces to come back. I've worked with Eaton to greatly reduce the cost of their ATS for this project. I have attached the revised quote that includes the removal of the Kohler ATS from our BOM and being replaced with the Eaton ATS as directed. Please note, the Eaton ATS requires 3" of space between the rear of the enclosure and the wall. The delta in additional cost is only \$15,934.00. I have also attached the cut sheet on the Eaton ATS so that the team can confirm its dims will work within the confines of the electrical room. Please let me know if there are questions or if this is the direction you would like to proceed. Thanks much!

Thank you,



Joshua Griffin

Power System Sales
Buckeye Power Sales
O: (513) 755-2323
D: (513) 785-5561
M: (513) 673-2621

Emergency: 1-800-564-8519

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jgriffin@buckeyepowersales.com

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277 West Nationwide Boulevard
Columbus, OH 43215-2566
Telephone: (614) 464-4500
Facsimile: (614) 464-0588
Architectural & Engineering Services

ENGINEERING FIELD ORDER

TO: Building Crafts, Inc.
2 Rosewood Drive
Wilder, KY 41076

ATTN: Mr. Aaron LaFollette

ISSUED BY: Brian Benedict

COPIES: Don Ellison, -BCI, Chris Wojnicz,
Ed Turner, Don Brewer-Warren County, Dan
Horlander, Arcadis - John Krinks, Miranda
Scheitlin-AECOM, AECOM Central File

FIELD ORDER NO.: 015

DATE: September 2, 2021

PROJECT: Warren County RAR Water
Treatment Plant

PROJECT NO.: 6055197

RE: Adjust alignment of 42" GFE line

You are hereby directed to execute promptly this Field Order which interprets the Contract Documents or orders minor changes in the Work without change in Contract Sum or Contract Time.

If you consider that a change in Contract Sum or Contract Time is required, please submit your itemized proposal to the Engineer immediately and before proceeding with this work. If your proposal is found to be satisfactory and in proper order, this Field Order will in that event be superseded by a Change Order.

Description:

Adjust alignment of 42" GFE line to avoid existing sanitary manhole 2. The location of manhole 2 in the field was slightly off where it shown on the plans and in conflict with the extension of the GFE line.

Attachments:

None



PROJECT: Warren County RARWTP Membrane Softening Upgrades
 DIVISION: N/A

42" GFE Re-Route

CODE	DESCRIPTION	LMES	CRFT	QTY	UNIT	UNIT HOURS	HOURS	COST/ UNIT	COST	LABOR \$	EQUIP \$	MATL \$	SUB \$	OTHER \$	TOTAL \$
	42" - DI 11 1/4" MJ Bends and Mega Lugs - Lump Sum	M		1	LS			\$14,767.48	\$14,767.48	\$0.00	\$0.00	\$14,767.48	\$0.00	\$0.00	\$14,767.48
	Operator	L	O	1	HR		1	\$52.34	\$52.34	\$52.34	\$0.00	\$0.00	\$0.00	\$0.00	\$52.34
	Laborer	L	L	4	HR		4	\$41.74	\$166.96	\$166.96	\$0.00	\$0.00	\$0.00	\$0.00	\$166.96
	SUBTOTAL						5.0		\$14,986.78	\$219.30	\$0.00	\$14,767.48	\$0.00	\$0.00	\$14,986.78
GC-1858	Taxes & Insurance on Labor			35.00%	of	\$219.30			\$76.76						
GC-1856	Small Tools/Consumables			5.00%	of	\$219.30			\$10.97						
									\$0.00						
	SUBTOTAL - DIRECT BCI COST								\$15,074.50						
	SUBTOTAL - SUBCONTRACT COST								\$0.00						
	Overhead on BCI Work			10.00%	of	\$15,074.50			\$1,507.45						
	Profit on BCI Work			5.00%	of	\$15,074.50			\$753.73						
	Overhead & Profit on Subcontract			5.00%	of	0			\$0.00						
	TOTAL INCLUDING O & P								\$17,335.68						
GC-1800	Bond			0.60%					\$104.01						
	TOTAL INCLUDING BCI BOND								\$17,439.69						
GC-1803	CAT Tax			0.50%					\$87.20						
	TOTAL INCLUDING BCI BOND								\$17,526.89						

Benedict, Brian

From: Aaron LaFollette <alafollette@buildingcrafts.com>
Sent: Wednesday, March 03, 2021 11:30 AM
To: Benedict, Brian
Subject: [EXTERNAL] Snyder MCS Stage 1 Tank- ISSUE*
Attachments: 3600 gallon Cone Bottom Tank Frame Assembly Drawing.PDF

Brian,

Last week I was contacted by my rep who is handling the Chemical storage tanks. The basis of our conversation was tied to the issues they were having on getting Snyder to supply the Stainless Steel stand for the MCS tank. On January 29 Pelton issued a Purchase Order to Plastic-Mart (Snyder) for the 3600 Gallon cone-bottom tank with 304 SS tank stand in response to your email selection of "MCS Stage 1 Option #3." Plastic-Mart notified Pelton on February 5 that Snyder would not provide a 304 SS tank stand (even though a few weeks before Plastic-Mart confirmed to Pelton that Snyder would provide a SS stand).

Pelton requested a fabrication / shop drawing of the carbon steel stand from Plastic-Mart/Snyder in order to reverse engineer and fabricate a SS stand locally, Snyder would not provide that drawing. We contacted our local Snyder distributor, Harrington Plastics (our contact Kevin Wolfe) who confirmed that Snyder is very rigid about sharing any design details of their products outside of what they put on their website (attached).

Pelton then sent the carbon steel stand drawing available on the website along with basic design requirements to a local fabricator, who engaged a structural engineer to provide a preliminary design for a stand. The budgetary estimate has come back with a range of estimated price, reflecting some remaining unknowns about the design and the inherent risks of a third party design for the Snyder tank stand.

Pelton requests that the engineer and owner consider utilizing the painted carbon steel stand specifically designed by Snyder for this cone bottom tank. Selection of this carbon steel tank would result in a price reduction of \$4500 from our supplier.

Please advise the direction that the owner would like to proceed.



Aaron LaFollette
Project Manager
Ph: (859) 781-9500
Fax: (859) 781-9505
Cell: (859) 628-8422
email: alafollette@buildingcrafts.com

Resolution

Number 21-1458

Adopted Date October 26, 2021

APPROVE PROFESSIONAL SERVICES AGREEMENT WITH TERRAN CORPORATION FOR A HYDROGEOLOGICAL EVALUATION OF THE SOUTH WELLFIELDS

WHEREAS, the County desires professional services for a hydrogeological evaluation of Warren County's existing wellfields to determine the potential production capacity and sustainability of the County's source water; and

WHEREAS, the Water and Sewer Department entered into discussions and conducted interviews with three professional service firms that specialize in hydrogeology and through those discussions has found Terran Corporation to be the most qualified Consultant; and

WHEREAS, the Terran Corporation provides professional services which are exempt from the competitive bidding requirements of ORC Section 307.86; and

WHEREAS, the scope of work and compensation amounts contained within this agreement conform to the County's procurement policy section that apply to Professional Service Contracts; and

WHEREAS, the County Sanitary Engineer recommends the Commissioners enter into a professional services agreement with the Terran Corporation; and

NOW THEREFORE BE IT RESOLVED, to enter into an Agreement with Terran Corporation, for professional services for the above referenced project, subject to the following conditions:

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

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

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

Resolution adopted this 26th day of October 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: c/a ---Terran Corporation
Water/Sewer (file)
Project file

**WARREN COUNTY SOURCE WATER OPTIMIZATION STUDY
PROFESSIONAL SERVICES AGREEMENT**

This professional services agreement ("Agreement") made and entered into on the date last stated below, by and between the WARREN COUNTY BOARD OF COUNTY COMMISSIONERS, 406 Justice Drive, Lebanon, Ohio 45036 (hereinafter called the "County"), and Terran Corporation, 4080 Executive Drive, Beavercreek, Ohio 45430 (hereinafter called the "Consultant").

WITNESSETH:

WHEREAS, the County desires professional services for a hydrogeological evaluation of Warren County's existing wellfields to determine the potential production capacity and sustainability of the County's source water; and

WHEREAS, the Water and Sewer Department entered into discussions and conducted interviews with three professional service firms that specialize in hydrogeology and through those discussions has found Terran Corporation to be the most qualified Consultant; and

WHEREAS, the Terran Corporation provides professional services which are exempt from the competitive bidding requirements of ORC Section 307.86; and

WHEREAS, the scope of work and compensation amounts contained within this agreement conform to the County's procurement policy section that apply to Professional Service Contracts; and

WHEREAS, the County Sanitary Engineer recommends the Commissioners enter into a professional services agreement with the Terran Corporation; and

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

I. SCOPE OF SERVICES

Services are contained in **Attachment A – Letter proposal from Terran Corporation dated October 8, 2021.**

II. COUNTY RESPONSIBILITIES

The County shall supply the following data to the Consultant:

1. Provide full information as to the requirements for the project.

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

III. COMPENSATION

1. The Consultant's services shall commence upon the written authorization by the County to proceed as limited and stipulated by said written authorization. Any variation in scope of work and/or compensation relative thereto must be upon written authorization of the County.
2. All services performed pursuant to this Agreement shall be on a "per-hour" basis for the principals and employees of the Consultant, in accordance with the attached current fee schedule.
3. The Consultant shall be reimbursed for direct expenses, such as cost for travel, telephone toll charges, reproductions of documents and drawings, etc. incurred in connection with performing work under this Agreement.
4. Based on the requirements of the construction contract documents, specifications, and detail plans described herein, total compensation for all services performed under this Agreement, and all direct reimbursable expenses, shall not exceed \$43,300.

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

IV. Documents and Contract Documents

County alone shall own the Consultant's project related documents, construction

drawings, survey results, and work product (hereinafter Project Documents). County shall have every right, title, and interest in such Project Documents from the moment of creation, as related to this project. Consultant shall submit all Project Documents to County by electronic files.

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

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

V. SCHEDULE FOR COMPLETION OF ENGINEERING TASKS

Work shall be completed 180 days from execution of the agreement.

Project schedule may vary based upon items out of the control of the consultant including:

1. Services resulting from significant changes in general scope of the project, such as revising previously approved studies, reports, when such revisions are due to causes beyond the control of the Consultant.
2. Furnishing the services of special consultants not specifically included in the scope of work herein.
3. Special field investigations not specifically included in the scope of work herein, including, but not limited to, the taking of borings and laboratory testing of soil and rock samples.
4. Services/increased fees resulting from changes in the schedule of the project beyond the control of the Consultant.
- 5.

VI. SUPPLEMENTARY SERVICES

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

VII. INSURANCE

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

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

VIII. INDEMNIFICATION

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

IX. STANDARDS AND PRINCIPLES

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

X. POLICY OF NON-DISCRIMINATION

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

XI. PARTIES AND RELATIONSHIP OF PARTIES

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

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

XII. GOVERNING LAW AND VENUE

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

XIII. ENTIRE AGREEMENT

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

XIV. MODIFICATION OR AMENDMENT

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

XV. CONSTRUCTION

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

XVI. WAIVER

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

XVI. ASSIGNMENT

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

XVII. NOTICES

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

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

TO: Terran Corporation
Attn. Brent E. Huntsman
4080 Executive Drive
Beavercreek, Ohio 45430

XVIII. TERMINATION

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

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

XIX. AUTHORITY AND EXECUTION

ENGINEER:

IN EXECUTION WHEREOF, Terran Corporation, has caused this agreement to be executed by Brent E. Huntsman, its President, on the date stated below, pursuant to a corporate resolution, a copy of which is attached hereto.

TERRAN CORPORATION

SIGNATURE: [Signature]

PRINTED NAME: Brent E. Huntsman

TITLE: President

DATE: 10/18/21

COUNTY:

IN EXECUTION WHEREOF, the WARREN COUNTY BOARD OF COUNTY COMMISSIONERS has caused this agreement to be executed by David G. Yang, its President, on the date stated below, pursuant to Resolution No. 21-1458, dated 10-26-21.

WARREN COUNTY BOARD OF COUNTY COMMISSIONERS

SIGNATURE: [Signature]

PRINTED NAME: David G. Yang

TITLE: President

DATE: 10-26-21

Approved as to form:

DAVID P. FORNSHELL
PROSECUTING ATTORNEY
WARREN COUNTY, OHIO

By: [Signature]
Assistant Prosecutor, Adam M. Nicle

Attachment

I. CURRENT FEE SCHEDULE

County agrees to pay the Consultant for any work performed under this Agreement upon Written Notice to Proceed. Compensation for labor costs shall be based upon direct employee labor costs times a fixed labor multiplier of 4.174. The fixed labor multiplier represents the total direct employee labor costs, overhead, and consultant profits set at 10% to be paid for this work. Upon request by the County, a detailed breakdown of costs included in the computation of this overhead rate will be submitted. Non-salary direct project expenses, such as mileage, traveling costs, copies, subconsultant costs, etc. are not subject to the above described multiplier. The following are the range of direct employee labor costs to be used for this project:

LABOR CLASSIFICATION	DIRECT-UNBURDENED EMPLOYEE LABOR COSTS
Principal Hydrogeologists (CPG)	\$45.00 – 52.00/Hr
Senior Engineers (P.E.)	\$33.50 – 37.50/Hr
Senior Hydrogeologists/Project Managers (CPG)	\$24.50 – 35.50/Hr
Senior Scientists	\$22.00 – 29.00/Hr
Geologists (RG)	\$19.00 – 26.00/Hr
Administration	\$27.00 – 34.00/Hr

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

II. REIMBURSABLE EXPENSES SCHEDULE

Local Mileage Reimbursement	Current Federal Reimbursement Rate
Subcontract Services	cost + 10%



Terran Corporation

Environmental Services

ATTACHMENT A

October 8, 2021

Mr. Chris Brausch, P.E.
Sanitary Engineer
Warren County Water & Sewer Department
406 Justice Drive
Lebanon, OH 45036

RE: Proposal for Well Fields Potential Production Analysis,
Thompson, East, Revis, Spicer and Sod Farm Wellfields,
South Lebanon, Warren County, Ohio
Terran Proposal P-WARN21A

Dear Mr. Brausch:

Terran Corporation respectfully submits for your consideration the following proposed scope of work and cost estimate for potential production assessment services for five wellfield areas owned and operated by the Warren County Water & Sewer Department (WCW&SD). Our understanding of the required services is based upon meetings held between Warren County W&SD and Terran Corporation on June 10, September 21, and October 6, 2021.

PROJECT OBJECTIVES AND APPROACH

The WCW&SD operates four well fields in proximity to South Lebanon, Ohio: the Thompson Wellfield, the East Wellfield near Kings Mills, and the Revis and Sod Farm Wellfields within South Lebanon, all along the Little Miami River (Figure 1). A possible location to construct a fifth wellfield, the Spicer property, is to be included in this assessment. WCW&SD is interested in defining and expanding the total production at these wellfields. The requested professional services are to provide a hydrogeologic evaluation of the production capability and sustainability of the current and proposed wellfields.

To accomplish this task, Terran proposes to construct a computer groundwater model of the South Lebanon area using the U.S. Geological Survey finite difference model software MODFLOW. The model will be constructed, calibrated and used to accomplish the following:

- Estimate sustained yield of the well fields under varying or extreme antecedent water levels and/or well water production demands.
- Assess each well field's total drawdown under three pumping scenarios to minimize well interference and maximize production.
- Evaluate proposed wellfield expansion plans relative to the existing well fields and surrounding areas of concern.
- Revise well field(s) 1- and 5-year time-of-travel margins delineation using particle tracking with three well pumping scenarios.
- Identify and revise aquifer boundary conditions for current well field operations.

Aquifer Potential Production Assessment

Terran proposes to conduct an aquifer potential production assessment of four current wellfields. To accomplish this, a combination of production well evaluations (Phase 1) and construction of a computer advective groundwater flow model (Phase 2) is proposed.

Phase 1 Production Wells Evaluation

To construct the model, Terran will need to compile and evaluate a wide range of information regarding the hydrogeology and status of operations in and around the well fields, the proposed new wellfield location(s) and source water areas. This will include:

1. Accurate location and construction details for production wells, both active and inactive, located throughout the model domain.
2. Accurate location and construction details for exploratory borings, test wells, and monitoring wells or piezometers, both active and inactive, located throughout the wellfields and model domain.
3. Accurate location and construction details for selected industrial, commercial, domestic and monitoring wells throughout the model domain. Emphasis to be on wells extending to bedrock to better define the hydrogeologic boundaries of the Little Miami River BVA.
4. Potential pumping abilities and specific capacities for all well field(s) production wells. Any type of production well hydraulic tests (production test, step-drawdown test, constant rate test, recovery tests, etc.) will be evaluated.
5. Current production well (i.e. Ohio EPA permitted) pumping capacities together with actual pumping rates for all active production wells.
6. Current and historic groundwater potentiometric surface maps or measured water levels from the four well field production and/or monitoring wells.
7. Exploratory investigation and operation reports for all the well fields within the model domain including soil boring logs, slug tests, pumping tests and related geologic/hydrogeologic information.
8. Historical and current Little Miami River stage and discharge records above, within and below the model domain. These records are typically obtained from ODNR and/or USGS.

Terran anticipates much of the well field(s) specific information is currently on file at the County and could be made readily available for analysis. It is assumed all production and monitoring wells in the active well fields have been surveyed as to location and elevation in State Plane coordinates. This is needed to accurately reference subsurface lithologic data as well as surface and groundwater levels to the same vertical datum.

Phase 2 Computer Model Assessment

The Phase 1 information will be prepared and incorporated into the Phase 2 work involving the computer model. This model, once constructed and calibrated, will be used to evaluate the production potential of the well field(s) by allowing the simulation of different pumping scenarios to determine the sustainable and proposed production demands. Scenarios may include a single production well operation, multiple production wells pumping at different locations and/or seasonal impacts (i.e. drought) as necessary.

Fate and transport modeling of the site is not proposed for the proposed scope of work, however, if this becomes necessary later in the overall project, the model can be modified and utilized for that purpose.

Task 1: Conceptual Model Development/Model Construction

Task 1 is to construct the model domain. To accomplish this, Terran will construct a three-dimensional finite-difference advective flow model using the USGS MODFLOW software code to simulate the site. The proposed model domain for the site is provided in Figure 1. The model domain is proposed to be bounded in geologic bedrock that surrounds the Little Miami River. Bedrock or river/stream upgradient and down gradient boundaries are to be sufficiently extended to ensure the boundary conditions do not influence the simulated production well(s) radius of influence, time of travel and aquifer flux patterns.

Task 2: Model Calibration

A simple calibration of the model will be conducted to adjust the various model boundaries and properties until a “best fit” statistical correlation is achieved for the model’s simulated output. The model will be initially calibrated to available groundwater potentiometric elevations provided for the well field(s) by the WCW&SD personnel. Final model calibration will be achieved using the water level drawdowns and production well discharge rates measured over a one day period when the wellfields are in typical steady-state operation. This synoptic water level survey is to be completed by County personnel with Terran’s assistance.

Task 3: Model Simulations

Once the model is calibrated, the model will then be used to simulate current and proposed well fields’ production potential. Three pumping scenarios, selected by WCW&SD project team, will be conducted as steady state simulations.

These pumping scenarios should be designed to evaluate the number of wells, their pumping rates and possible general production well construction changes (well deepening, screen alternations, etc.) to evaluate the potential range of production rates that can be developed and sustained for the properties. The scenario simulations will be shared with WCW&SD project team in electronic draft format for initial review and discussion purposes before finalization. Advective groundwater flow particle-tracking using the USGS MODPATH program will also be used to define recharge sources, the zone of influence, time-of-travel and internal flow structures of the model domain.

Project Data Management & Report Preparation Services

A technical report will be prepared presenting the Phase 1 and Phase 2 findings, conclusions and recommendations. The report will present a description of the site conceptual model, the computer flow model domain, boundary conditions, model assumptions, calibration results, simulation results and related documentation. Maps showing the model's potentiometric surface, particle track simulations and production scenario simulations will be prepared. A draft report will be provided to WCW&SD project team to review and comment before finalizing the document. An electronic pdf copy will also be provided.

Business Proposal

The costs of services proposed to be provided on a **Time and Materials** basis:

Phase 1 Production Well Hydraulic Assessment Services	
Well Hydraulic Analysis Services	\$ 15,500
Phase 2 Aquifer Production Assessment Services	
Data Management/Report Preparation Services	
Task 1 Model Construction	\$ 10,500
Task 2 Model Calibration	\$ 3,800
Task 3 Model Simulations	<u>\$ 4,600</u>
Phase 2 Subtotal =	\$ 18,900
Project Data Management & Report Preparation =	<u>\$ 8,900</u>
Grand Total =	\$ 43,300

The scope of services can be provided on a **Time and Materials** basis. The scope of work as described in this proposal can be accomplished for the Estimated Total as shown above. Only those costs incurred will be charged and they will not exceed the estimated probable cost stated above without prior approval.

The contents of this proposal have been submitted in confidence and represent trade secrets and/or privileged, confidential, or financial information. The technical and/or financial contents of this proposal shall be used only for evaluation purposes by the recipient and shall not be disclosed to third parties.

Assumptions

Terran has made the following assumptions in preparing the above scope of work and cost estimate:

- WCW&SD will provide additional available technical reports, well logs, soil borings, well survey locations and elevations, and soils laboratory analyses in support of model construction and calibration that are in the WCW&SD files but have not been released to Terran.
- WCW&SD, with assistance of Terran, will conduct and provide a synoptic water level survey of the wellfields under current operating conditions. This survey will be used to complete the final calibration of the model.
- WCW&SD will develop and provide Terran the three modeling scenarios to be evaluated and discussed in the final technical report.
- No transient advective modeling or fate and transport modeling to be conducted as part of the Phase 2 assessment services.
- Preparation and provision of one technical report as an electronic document. Hard copies of the report provided upon request.

Provision of additional services outside of the scope of work will be conducted on a time and material basis upon written permission to proceed from WCW&SD.

Mr. Brausch, thank you for this opportunity to propose Terran's technical services to assist Warren County in optimizing and expanding current groundwater resources. If you have any questions regarding the contents of this proposal, please feel free to contact us at (937) 320-3601.

Sincerely,



Kelly C. Smith, CPG
Sr. Hydrogeologist



Brent E. Huntsman, CPG
President

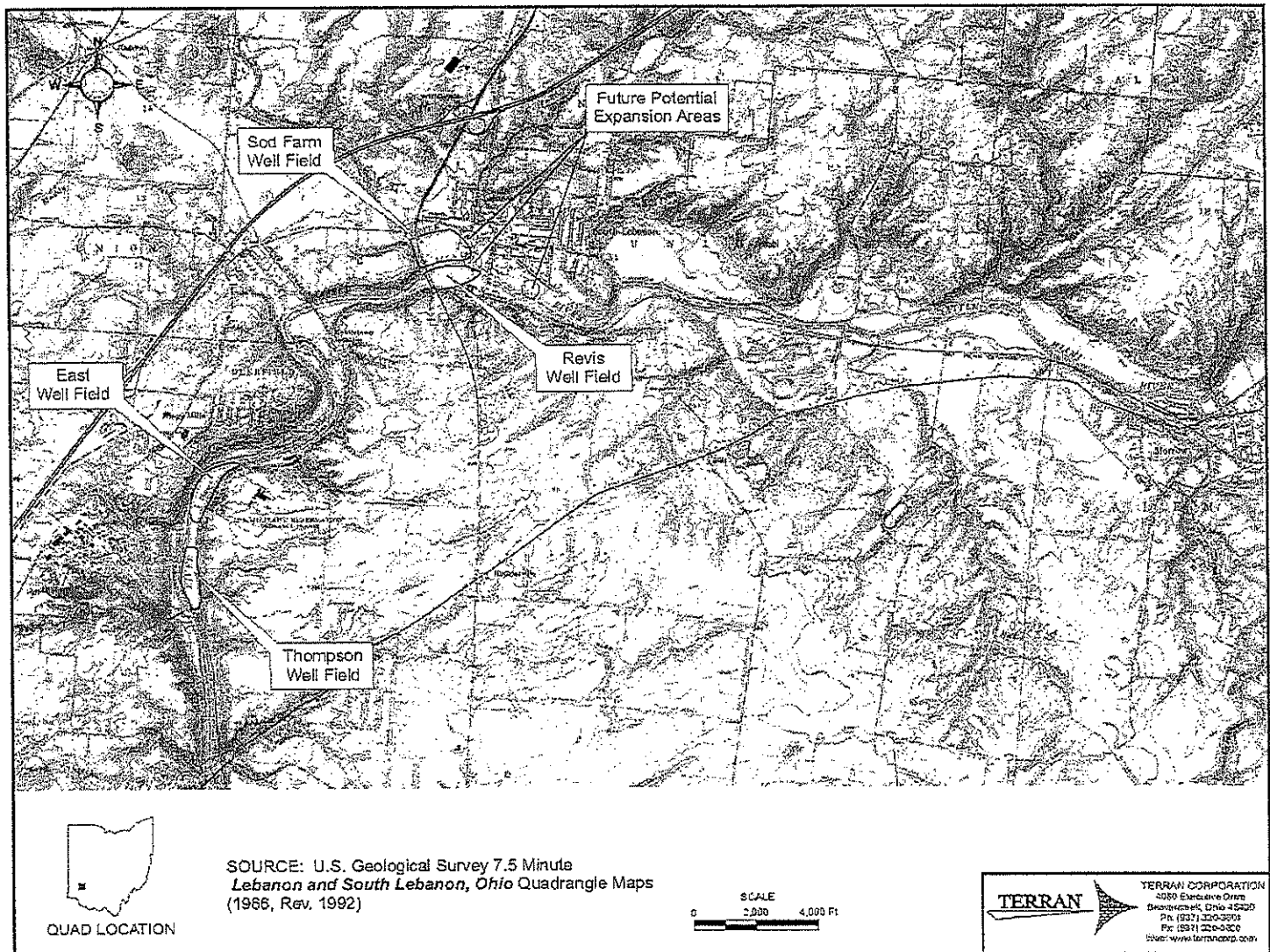


Figure 1. Location of East, Revis, Sod Farm and Thompson Wellfields near South Lebanon, Ohio.

AFFIDAVIT OF NON COLLUSION

STATE OF Ohio
COUNTY OF Greene

I, Brent E. Huntsman, holding the title and position of President at the firm Terran Corporation, affirm that I am authorized to speak on behalf of the company, board directors and owners in setting the price on the contract, bid or proposal. I understand that any misstatements in the following information will be treated as fraudulent concealment of true facts on the submission of the contract, bid or proposal.

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

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

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

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

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

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

Brent E. Huntsman
AFFIANT

Subscribed and sworn to before me this 14th day of October 2021

Mira K. Smith
(Notary Public),

Greene County.

My commission expires 12/14 2023



MIRA K. SMITH
NOTARY PUBLIC
STATE OF OHIO
Comm. Expires
12-14-2023

Client#: 1130656

TERRACOR2

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/13/2021

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

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

PRODUCER: USI Insurance Services LLC, 10100 Innovation Drive, Suite 220, Dayton, OH 45342, 937 223-8891. CONTACT NAME: Tami Taylor, PHONE: 937-913-1314, FAX: 855-282-7618, E-MAIL ADDRESS: tamara.taylor@usi.com. INSURER(S) AFFORDING COVERAGE: INSURER A: Crum & Forster Specialty Insurance Co. (NAIC # 44520), INSURER B: Westfield Insurance Company (NAIC # 24112).

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSR, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include Commercial General Liability, Automobile Liability, Umbrella Liab, Workers Compensation and Employers' Liability, Professional / Pollution Liab, and Rent/Lease Equip.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER: Warren County Board of County Commissioners, 406 Justice Drive, Lebanon, OH 45036. CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: [Signature]

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NON-CONTRIBUTORY ADDITIONAL INSURED WITH WAIVER OF SUBROGATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
CONTRACTORS POLLUTION LIABILITY COVERAGE PART
ERRORS AND OMISSIONS LIABILITY COVERAGE PART
THIRD PARTY POLLUTION LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) or Organization(s)
Blanket when specifically required in a written contract with the named insured.

- A. **SECTION III – WHO IS AN INSURED** within the Common Provisions is amended to include as an additional insured the person(s) or organization(s) indicated in the Schedule shown above, but solely with respect to “claims” caused in whole or in part, by “your work” for that person or organization performed by you, or by those acting on your behalf.
- This insurance shall be primary and non-contributory, but only in the event of a named insured's sole negligence.
- B. We waive any right of recovery we may have against the person(s) or organization(s) indicated in the Schedule shown above because of payments we make for “damages” arising out of “your work” performed under a designated project or contract with that person(s) or organization(s).
- C. This Endorsement does not reinstate or increase the Limits of Insurance applicable to any “claim” to which the coverage afforded by this Endorsement applies.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.



Bureau of Workers'
Compensation

30 W. Spring St.
Columbus, OH 43215

Certificate of Ohio Workers' Compensation

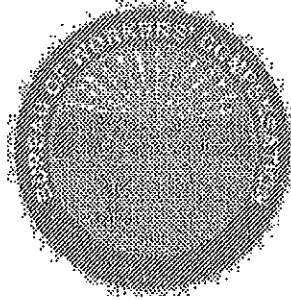
This certifies that the employer listed below participates in the Ohio State Insurance Fund as required by law. Therefore, the employer is entitled to the rights and benefits of the fund for the period specified. This certificate is only valid if premiums and assessments, including installments, are paid by the applicable due date. To verify coverage, visit www.bwc.ohio.gov, or call 1-800-644-6292.

This certificate must be conspicuously posted.

Policy number and employer
00858333

TERRAN CORPORATION
4080 EXECUTIVE DRIVE
BEAVERCREEK, OH 45430

Period Specified Below
07/01/2021 to 07/01/2022



www.bwc.ohio.gov
Issued by: BWC

Interim Administrator/CEO

You can reproduce this certificate as needed.

Ohio Bureau of Workers' Compensation

Required Posting

Section 4123.54 of the Ohio Revised Code requires notice of rebuttable presumption. Rebuttable presumption means an employee may dispute or prove untrue the presumption (or belief) that alcohol, marijuana or a controlled substance not prescribed by the employee's physician is the proximate cause (main reason) of the work-related injury.

The burden of proof is on the employee to prove the presence of alcohol, marijuana or a controlled substance was not the proximate cause of the work-related injury. An employee who tests positive or refuses to submit to chemical testing may be disqualified for compensation and benefits under the Workers' Compensation Act.



Bureau of Workers'
Compensation

You must post this language with the Certificate of Ohio Workers' Compensation.

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 21-1459

Adopted Date October 26, 2021

ACKNOWLEDGE PAYMENT OF BILLS

BE IT RESOLVED, to acknowledge payment of bills from 10/21/21, as attached hereto and made a part hereof.

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

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

Resolution adopted this 26th day of October 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/tao

cc: Auditor _____

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 21-1460

Adopted Date October 26, 2021

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.

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

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

Resolution adopted this 26th day of October 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/tao

cc: Auditor
Appropriation Adj. file
OMB (file)

APPROVE APPROPRIATION ADJUSTMENT WITHIN GENERAL FUND 11011110

BE IT RESOLVED, to approve the following appropriation adjustment:

\$50,000.00	from	#11011110-5881	(General – BOCC Sick Leave Payout)
\$50,000.00	into	#11011110-5882	(General – BOCC Vac Leave Payout)

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

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

Resolution adopted this 21st day of October 2021.

BOARD OF COUNTY COMMISSIONERS

Tina Osborne, Clerk

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

[Handwritten Signature]
 10-27-21

To be ratified
 10-26-21

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

Resolution

Number 21-1461

Adopted Date October 26, 2021

APPROVE A SUBDIVISION PUBLIC IMPROVEMENT PERFORMANCE AND MAINTENANCE SECURITY RELEASE WITH GRAND COMMUNITIES, LLC FOR GRANTS FREDERICK, SECTION TWO, BLOCK B, SITUATED IN THE VILLAGE OF SOUTH LEBANON

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

RELEASE


Bond Number	:	19-018 (W/S)
Development	:	Grants Frederick, Section Two, Block B
Developer	:	Grand Communities, LLC
Municipality	:	Village of South Lebanon
Amount	:	\$5,602.00
Surety Company	:	Berkley Insurance Company

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

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

Resolution adopted this 26th day of October 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cgb

cc: Grand Communities, LLC, 3940 Olympic Blvd, Suite 400, Erlanger, KY 41018
Berkley Insurance Company, 412 M. Kemble Suite 310N, Morristown, NJ 07960
Water/Sewer (file)
Bond Agreement file

Resolution

Number 21-1462

Adopted Date October 26, 2021

ENTER INTO STREET AND APPURTENANCES (INCLUDING SIDEWALKS) SECURITY AGREEMENT WITH GRAND COMMUNITIES, LLC FOR INSTALLATION OF CERTAIN IMPROVEMENTS IN EAGLE'S POINTE, SECTION 5, BLOCK B SITUATED IN HAMILTON TOWNSHIP

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

SECURITY AGREEMENT

Bond Number	:	21-022 (P/S)
Development	:	Eagle's Pointe, Section 5, Block B
Developer	:	Grand Communities, LLC
Township	:	Hamilton
Amount	:	\$50,622.00
Surety Company	:	RLI Insurance Company (CMS0341724)

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

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

Resolution adopted this 26th day of October 2021.

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.

21-022(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 RLI Insurance Company (2) (hereinafter the "Surety").

WITNESSETH:

WHEREAS, the Developer is required to install certain improvements in Eagle's Pointe **Subdivision, Section/Phase 5B** (3) (hereinafter the "Subdivision") situated in Hamilton (4) Township, Warren County, Ohio, in accordance with the Warren County Subdivision regulations (hereinafter called the "Improvements"); and,

WHEREAS, it is estimated that the total cost of the Improvements is \$191,453.50, and that the Improvements that have yet to be completed and approved may be constructed in the sum of \$38,940.00; and,

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

NOW, THEREFORE, be it agreed:

1. The Developer will provide **performance security** to the County Commissioners in the sum of \$50,622.00 to secure the performance of the construction of the uncompleted or unapproved Improvements in accordance with Warren County subdivision regulations (hereinafter the Performance Obligation). If any sum greater than zero (0) is inserted herein, the **minimum performance security** shall be twenty percent (20%) of the total cost of the Improvements.

2. The County Commissioners will, upon approval of the County Engineer of all Improvements in the Subdivision, tentatively accept all Improvements.
3. The Developer shall be in default of the Performance Obligation if the construction or installation of any Improvement by the Developer is not completed within two 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 \$38,290.70 to secure the performance of all maintenance upon the Improvements as determined to be necessary by the County Engineer (hereinafter the Maintenance Obligation). In no event shall the sum provided for herein be less than twenty percent (20%) of the estimated total cost of the Improvements as set forth above.

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

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

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

A. To the County Commissioners:

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

B. To the County Engineer:

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

C. To the Developer:

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

D. To the Surety:

RLI Insurance Company

525 W Buren St, Suite 350

Chicago, IL 60607

Ph. (312) 445 - 9742

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

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

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

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

Original Escrow Letter (attached)

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: Grand Communities, LLC
A Kentucky Limited Liability Company

SURETY: RLI Insurance Company

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

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

SIGNATURE: Todd E. Huss

SIGNATURE: Susan A. Yeazell

PRINTED NAME: Todd E. Huss

PRINTED NAME: Susan A. Yeazell

TITLE: President

TITLE: Attorney-in-Fact

DATE: 8/20/21

DATE: August 18, 2021

[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 21-1462, dated 10/26/21.

**WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS**

SIGNATURE: 

PRINTED NAME: David G. Young

TITLE: President

DATE: 10-26-21

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 RLI Insurance Company, 525 W Buren St, Suite 350, Chicago, IL 60607, as Surety, are held and firmly bound unto Warren County Commissioners, 406 Justice Drive, Lebanon, OH 45036, as Obligee, in the sum of Fifty Thousand Six Hundred ~~Twenty~~^{Sixty} Two and 00/100 Dollars (\$50,662.00) lawful ^(TH) 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 (Including Sidewalk) in Eagle's Pointe, Section 5B Subdivision in Hamilton 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 (Including Sidewalk) in Eagle's Pointe, Section 5B Subdivision in Hamilton 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 Fifty Thousand Six Hundred Twenty-Two and 00/100 Dollars (\$50,662.00) and no more.

SIGNED AND DATED THIS 18th day of August, 2021.

Principal: Grand Communities, LLC
A Kentucky Limited Liability Company

By: Todd E. Huss
Todd E. Huss, President

Surety: RLI Insurance Company

By: Susan A. Yeazell
Susan A. Yeazell, Attorney-in-Fact

POWER OF ATTORNEY

RLI Insurance Company Contractors Bonding and Insurance Company

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

Know All Men by These Presents:

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

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

Dan E. Ries, Susan A. Yeazell, Julie L. Cline, Robert L. Daniels, jointly or severally

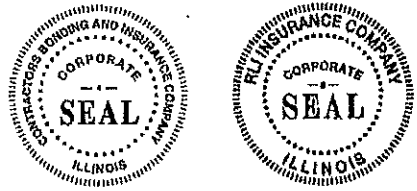
in the City of Cincinnati, State of Ohio, its true and lawful Agent(s) and Attorney(s) in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed Twenty Five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

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

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

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

IN WITNESS WHEREOF, the RLI Insurance Company and/or Contractors Bonding and Insurance Company, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 23rd day of April, 2021.



RLI Insurance Company
Contractors Bonding and Insurance Company
By: B. W. Davis
Barton W. Davis Vice President

State of Illinois }
County of Peoria } SS

CERTIFICATE

On this 23rd day of April, 2021, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the RLI Insurance Company and/or Contractors Bonding and Insurance Company and acknowledged said instrument to be the voluntary act and deed of said corporation.

I, the undersigned officer of RLI Insurance Company and/or Contractors Bonding and Insurance Company, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the RLI Insurance Company and/or Contractors Bonding and Insurance Company this 18th day of August, 2021.

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

RLI Insurance Company
Contractors Bonding and Insurance Company
By: Jeffrey D. Fick
Jeffrey D. Fick Corporate Secretary



BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO

Resolution

Number 21-1463

Adopted Date October 26, 2021

ENTER INTO A SUBDIVISION PUBLIC IMPROVEMENT PERFORMANCE AND MAINTENANCE SECURITY AGREEMENT WITH GRAND COMMUNITIES, LLC FOR INSTALLATION OF CERTAIN IMPROVEMENTS IN EAGLE'S POINTE, SECTION 5, BLOCK B, SITUATED IN HAMILTON TOWNSHIP

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

AGREEMENT

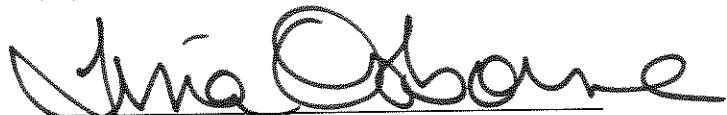
Bond Number	:	21-022 (W/S)
Development	:	Eagle's Pointe, Section 5, Block B
Developer	:	Grand Communities, LLC
Township	:	Hamilton
Amount	:	\$5,622.30
Surety Company	:	RLI Insurance Company (CMS0342275)

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

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

Resolution adopted this 26th day of October 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

CGB

cc: Grand Communities, LLC, 3940 Olympic Blvd, Suite 400, Erlanger KY 41018
RLI Insurance Company, 525 W Buren St., Suite 350, Chicago IL 60607
Water/Sewer (file)
Bond Agreement file

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

WATER AND/OR SANITARY SEWER

Security Agreement No.

21-022(w/s)

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

WITNESSETH:

WHEREAS, the Developer is required to install certain improvements in Eagle's Pointe **Subdivision, Section/Phase 5B** (3) (hereinafter the "Subdivision") situated in Hamilton (4) Township, Warren County, Ohio, in accordance with the Warren County Subdivision regulations (hereinafter called the "Improvements"); and,

WHEREAS, it is estimated that the total cost of the Improvements is \$56,223.00 and that the Improvements that have yet to be completed and approved may be constructed in the sum of \$0.00; and,

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

NOW, THEREFORE, be it agreed:

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

2. The County Commissioners will, upon approval of the County Sanitary Engineer of all Improvements in the Subdivision, tentatively accept all Improvements.
3. The Developer shall be in default of the Performance Obligation if the construction or installation of any Improvement by the Developer is not completed within one 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 \$5,622.30 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

Randy Acklin

3940 Olympic Boulevard, Suite 400

Erlanger, KY 41018

Ph. (859) 344 - 3131

D. To the Surety:

RLI Insurance Company

525 W Buren St, Suite 350

Chicago, IL 60607

Ph. (312) 445 - 9742

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

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

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

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

_____ **Original Escrow Letter** (attached)

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.

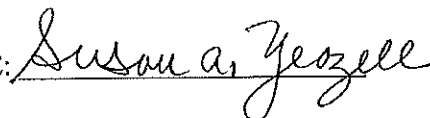
DEVELOPER: Grand Communities, LLC
A Kentucky Limited Liability Company

SURETY: RLI Insurance Company

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

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

SIGNATURE: 

SIGNATURE: 

PRINTED NAME: Todd E. Huss

PRINTED NAME: Susan A. Yeazell

TITLE: President

TITLE: Attorney-in-Fact

DATE: 8/00/21

DATE: August 18, 2021

[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 81-1463, dated 10-26-21.

**WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS**


SIGNATURE: 

PRINTED NAME: _____

TITLE: President

DATE: 10-26-21

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. CMS0342275

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS, Grand Communities, LLC, 3940 Olympic Blvd., Suite 400, Erlanger, KY 41018 as Principal, and RLI Insurance Company, a corporation organized under the laws of the Illinois with principal place at 525 W Buren Street, Suite 350, Chicago, IL 60607, 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 Five Thousand Six Hundred Twenty-Two and 30/100 Dollars, (\$ 5,622.30), 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 18th day of August, 2021.

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

Sanitary Sewer in Eagle's Pointe, Section 5, Block B Subdivision

in Hamilton Township, Warren County, Ohio

and

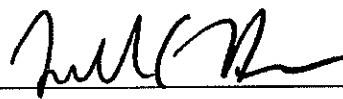
WHEREAS, the Principal submits that all work called for under the said Subdividers Contract has now been completed according to the approved plans and as a condition of acceptance of the physical improvements offers this bond to said Obligee;

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 18th day of August, 2021, indemnify the Obligee against any loss or damage directly arising by reason of any defect in the material or workmanship which may be discovered within the period aforesaid, then this obligation shall be void; otherwise to be and remain in full force and virtue in law.

PROVIDED, HOWEVER, that in the event of any default on the part of said Principal, written statement of the particular facts showing such default and the date hereof shall be delivered facts showing such default and the date thereof shall be delivered to the Surety by certified mail, at its Home Office in 525 W Buren Street, Suite 350, Chicago, IL 60607 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

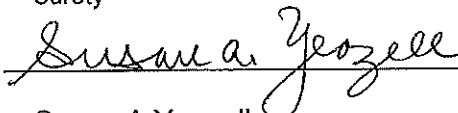
Principal

By: 

Its: Todd E. Huss
President

RLI Insurance Company

Surety

By: 
Susan A. Yeazell

Its: _____
Attorney-in-Fact

POWER OF ATTORNEY

RLI Insurance Company Contractors Bonding and Insurance Company

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

Know All Men by These Presents:

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

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

Dan E. Ries, Susan A. Yeazell, Julie L. Cline, Robert L. Daniels, jointly or severally

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

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

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

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

IN WITNESS WHEREOF, the RLI Insurance Company and/or Contractors Bonding and Insurance Company, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 23rd day of April, 2021.



RLI Insurance Company
Contractors Bonding and Insurance Company

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

State of Illinois }
County of Peoria } SS

CERTIFICATE

On this 23rd day of April, 2021, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the RLI Insurance Company and/or Contractors Bonding and Insurance Company and acknowledged said instrument to be the voluntary act and deed of said corporation.

I, the undersigned officer of RLI Insurance Company and/or Contractors Bonding and Insurance Company, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the RLI Insurance Company and/or Contractors Bonding and Insurance Company this 18th day of August, 2021.

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

RLI Insurance Company
Contractors Bonding and Insurance Company
By: Jeffrey D. Fick
Jeffrey D. Fick Corporate Secretary



Resolution

Number 21-1464

Adopted Date October 26, 2021

ENTER INTO STREET AND APPURTENANCES (INCLUDING SIDEWALKS) SECURITY AGREEMENT WITH GRAND COMMUNITIES, LLC FOR INSTALLATION OF CERTAIN IMPROVEMENTS IN SHAKER RUN, SECTION TEN, PHASE A 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	:	21-021 (P/S)
Development	:	Shaker Run, Section Ten, Phase A
Developer	:	Grand Communities, LLC
Township	:	Turtlecreek
Amount	:	\$88,335.00
Surety Company	:	RLI Insurance Company (CMS0342307)

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

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

Resolution adopted this 26th day of October 2021.

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.

21-021 (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 RLI Insurance Company (2) (hereinafter the "Surety").

WITNESSETH:

WHEREAS, the Developer is required to install certain improvements in Shaker Run **Subdivision, Section Ten Phase A** (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 \$373,351.44, and that the Improvements that have yet to be completed and approved may be constructed in the sum of \$67,950.00; and,

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

NOW, THEREFORE, be it agreed:

1. The Developer will provide **performance security** to the County Commissioners in the sum of \$88,335.00 to secure the performance of the construction of the uncompleted or unapproved Improvements in accordance with Warren County subdivision regulations (hereinafter the Performance Obligation). If any sum greater than zero (0) is inserted herein, the **minimum performance security** shall be twenty percent (20%) of the total cost of the Improvements.

2. The County Commissioners will, upon approval of the County Engineer of all Improvements in the Subdivision, tentatively accept all Improvements.
3. The Developer shall be in default of the Performance Obligation if the construction or installation of any Improvement by the Developer is not completed within two 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 \$74,670.29 to secure the performance of all maintenance upon the Improvements as determined to be necessary by the County Engineer (hereinafter the Maintenance Obligation). In no event shall the sum provided for herein be less than twenty percent (20%) of the estimated total cost of the Improvements as set forth above.

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

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

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

A. To the County Commissioners:

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

B. To the County Engineer:

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

C. To the Developer:

Grand Communities, LLC
Randy Acklin
3940 Olympic BLVD
Erlanger, KY 41018
Ph. (859) 344 - 5956

D. To the Surety:

RLI Insurance Company

525 W Van Buren Street, Suite 350

Chicago, IL 60607

Ph. (312) 445 - 9742

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

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

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

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

Original Escrow Letter (attached)

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: Grand Communities, LLC
A Kentucky Limited Liability Company

SURETY: RLI Insurance Company

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

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

SIGNATURE: 

SIGNATURE: 

PRINTED NAME: Todd E. Huss

PRINTED NAME: Susan A. Yeazell

TITLE: President

TITLE: Attorney-in-Fact

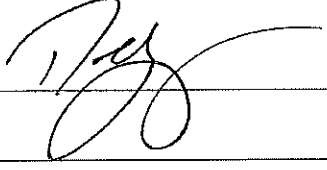
DATE: 10/11/21

DATE: October 10, 2021

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IN EXECUTION WHEREOF, the Warren County Board of County Commissioners have caused this security agreement to be executed by the President of the Board, on the date stated below, pursuant to Board Resolution Number 21-1464, dated 10-26-21.

**WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS**

SIGNATURE: 

PRINTED NAME: _____

TITLE: President

DATE: 10-26-21

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 RLI Insurance Company, 525 W Van Buren Street, Suite 350, Chicago, IL 60607, as Surety, are held and firmly bound unto Warren County Commissioners, 406 Justice Drive, Lebanon, OH 45036, as Obligee, in the sum of Eighty-Eight Thousand Three Hundred Thirty-Five and 00/100 Dollars (\$88,335.00) 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 Street, Sidewalk and Storm in Shaker Run, Section 10A 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 Street, Sidewalk and Storm in Shaker Run, Section 10A 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 Eighty-Eight Thousand Three Hundred Thirty-Five and 00/100 Dollars (\$88,335.00) and no more.

SIGNED AND DATED THIS 12th day of October, 2021.

Principal: Grand Communities, LLC
A Kentucky Limited Liability Company

By: Todd E. Huss
Todd E. Huss, President

Surety: RLI Insurance Company

By: Susan A. Yeazell
Susan A. Yeazell, Attorney-in-Fact

POWER OF ATTORNEY

RLI Insurance Company Contractors Bonding and Insurance Company

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

Know All Men by These Presents:

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

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

Dan E. Ries, Susan A. Yeazell, Julie L. Cline, Robert L. Daniels, jointly or severally

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

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

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

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

IN WITNESS WHEREOF, the RLI Insurance Company and/or Contractors Bonding and Insurance Company, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 23rd day of April, 2021.



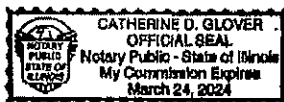
RLI Insurance Company
Contractors Bonding and Insurance Company

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

State of Illinois }
County of Peoria } SS

On this 23rd day of April, 2021, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the RLI Insurance Company and/or Contractors Bonding and Insurance Company and acknowledged said instrument to be the voluntary act and deed of said corporation.

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



CERTIFICATE

I, the undersigned officer of RLI Insurance Company and/or Contractors Bonding and Insurance Company, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the RLI Insurance Company and/or Contractors Bonding and Insurance Company this 12th day of October, 2021.

RLI Insurance Company
Contractors Bonding and Insurance Company

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

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

Resolution

Number 21-1465

Adopted Date October 26, 2021

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 10, PHASE A, 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	:	21-020 (W/S)
Development	:	Shaker Run Subdivision, Section 10, Phase A
Developer	:	Grand Communities, LLC.
Township	:	Turtlecreek
Amount	:	\$10,975.12
Surety Company	:	RLI Insurance Company (CMS0342294)

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

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

Resolution adopted this 26th day of October 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cgb

cc: Grand Communities, Ltd., Randy Acklin, 3940 Olympic Blvd, Suite 400, Erlanger KY 41018
RLI Insurance Company, 525 W Buren Street, Suite 350, Chicago, IL 60607
Water/Sewer (file)
Bond Agreement file

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

WATER AND/OR SANITARY SEWER

Security Agreement No.

21-020 (w/s)

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

WITNESSETH:

WHEREAS, the Developer is required to install certain improvements in _____
Shaker Run **Subdivision, Section/Phase** 10A (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 \$109,751.20,
and that the Improvements that have yet to be completed and approved may be constructed in the sum of
\$0.00; and,

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

NOW, THEREFORE, be it agreed:

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

2. The County Commissioners will, upon approval of the County Sanitary Engineer of all Improvements in the Subdivision, tentatively accept all Improvements.
3. The Developer shall be in default of the Performance Obligation if the construction or installation of any Improvement by the Developer is not completed within 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 \$10,975.12 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

ATTN: Randy Acklin

3940 Olympic Blvd. Suite 400

Erlanger, KY 41018

Ph. (859) 344 - 5956

D. To the Surety:

RLI Insurance Company

525 W Buren Street, Suite 350

Chicago, IL 60607

Ph. (312) 833 - 1413

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: Grand Communities, LLC
A Kentucky Limited Liability Company

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

SIGNATURE: 

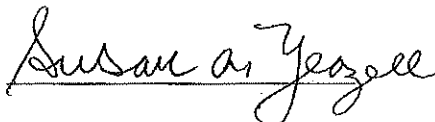
PRINTED NAME: DAVID STROUP

TITLE: VP of Land Development

DATE: 9/20/21

SURETY: RLI Insurance Company

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

SIGNATURE: 

PRINTED NAME: Susan A. Yeazell


TITLE: Attorney-in-Fact

DATE: September 17, 2021

[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 21-1465, dated 10.26.21.
1465

WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS

SIGNATURE: 

PRINTED NAME: _____

TITLE: President

DATE: 10.26.21

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. CMS0342294

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS, Grand Communities, LLC, 3940 Olympic Blvd., Suite 400, Erlanger, KY 41018 as Principal, and RLI Insurance Company, a corporation organized under the laws of the Illinois with principal place at 525 W Buren Street, Suite 350, Chicago, IL 60607, 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 Ten Thousand Nine Hundred Seventy-Five and 12/100 Dollars, (\$ 10,975.12), 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 17th day of September, 2021.

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

Water Main in Shaker Run, Section 10A Subdivision

located in Turtlecreek Township, 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 17th day of September, 2021, indemnify the Obligee against any loss or damage directly arising by reason of any defect in the material or workmanship which may be discovered within the period aforesaid, then this obligation shall be void; otherwise to be and remain in full force and virtue in law.

PROVIDED, HOWEVER, that in the event of any default on the part of said Principal, written statement of the particular facts showing such default and the date hereof shall be delivered facts showing such default and the date thereof shall be delivered to the Surety by certified mail, at its Home Office in 525 W Buren Street, Suite 350, Chicago, IL 60607 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

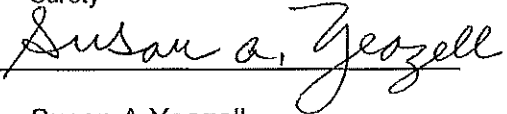
Principal

By: 

Its: DAVID STROUP
VP of Land Development

RLI Insurance Company

Surety

By: 

Susan A. Yeazell

Its: _____
Attorney-in-Fact

POWER OF ATTORNEY

RLI Insurance Company Contractors Bonding and Insurance Company

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

Know All Men by These Presents:

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

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

Dan E. Ries, Susan A. Yeazell, Julie L. Cline, Robert L. Daniels, jointly or severally

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

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

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

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

IN WITNESS WHEREOF, the RLI Insurance Company and/or Contractors Bonding and Insurance Company, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 23rd day of April, 2021.



RLI Insurance Company
Contractors Bonding and Insurance Company

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

State of Illinois }
County of Peoria } SS

On this 23rd day of April, 2021, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the RLI Insurance Company and/or Contractors Bonding and Insurance Company and acknowledged said instrument to be the voluntary act and deed of said corporation.

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



CERTIFICATE

I, the undersigned officer of RLI Insurance Company and/or Contractors Bonding and Insurance Company, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the RLI Insurance Company and/or Contractors Bonding and Insurance Company this 17th day of September, 2021.

RLI Insurance Company
Contractors Bonding and Insurance Company

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

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 21-1466

Adopted Date October 26, 2021

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 Ten, Phase A – Turtlecreek Township
- Taylor's Loveland Park Subdivision – Deerfield Township
- Eagle's Pointe Section 5, Phase B – Hamilton Township

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

Mr. Young – yea

Mr. Grossmann – yea

Mrs. Jones – yea

Resolution adopted this 26th day of October 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Plat File
RPC

BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO

Resolution

Number 21-1467

Adopted Date October 26, 2021

APPROVE OPERATIONAL TRANSFERS OF INTEREST EARNINGS FROM COMMISSIONERS FUND #11011112 INTO WATER FUNDS #5510, #5583, SEWER FUNDS #5580, AND #5575

WHEREAS, pursuant to Resolution #90-502, adopted May 3, 1990, and amended by Resolution #18-1854, adopted November 27, 2018, relative to the transfer of interest earned by the County on revenues earned on various funds held by the County to the benefit of the Water and Sewer system; and

NOW THEREFORE BE IT RESOLVED, to approve the following operational transfers of interest earnings for the period of September 2021:

\$ 13,611.04	from #11011112 5997	(Operational Transfers)
	into #5510 44100 55103200 AAREVENUE	(Water Revenue - Interest Earnings)
\$ 1,023.09	from #11011112 5997	(Operating Transfers)
	into #5575 44100 55753300 AAREVENUE	(Sewer Construction Project - Interest Earnings)
\$ 14,233.13	from #11011112 5997	(Operational Transfers)
	into #5580 44100 55803300 AAREVENUE	(Sewer Revenue - Interest Earnings)
\$ 2,264.15	from #11011112 5997	(Operational Transfers)
	into #5583 44100 55833200 AAREVENUE	Water Construction Projects - Interest Earnings)

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

Mr. Young - yea
Mr. Grossmann - yea
Mrs. Jones - yea

Resolution adopted this 26th day of October 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

Tz/

cc: Auditor
Water/Sewer (file)

OMB
Operational Transfer file

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

Resolution

Number 21-1468

Adopted Date October 26, 2021

APPROVE OPERATIONAL TRANSFER FROM COUNTY COMMISSIONERS' FUND #11011112 INTO MARY HAVEN YOUTH TREATMENT CENTER FUND #2270

WHEREAS, the Mary Haven Youth Center has requested that the Fourth quarter of their 2021 operating contribution be transferred from the County Commissioners Fund #1101 into the Mary Haven Youth Treatment Center Fund #2270; and

NOW THEREFORE BE IT RESOLVED, to approve the following operational transfer from County Commissioners Fund #1101 into Mary Haven Youth Treatment Center Fund #2270:


\$241,700.00 from #11011112-5744 (County Commissioners, Grants-Mary Haven)
into #2270-49001 (Mary Haven - County Grant Transfers)

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

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

Resolution adopted this 26th day of October 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor
Probate/Juvenile (file)
Operational Transfer file
OMB

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 21-1469

Adopted Date October 26, 2021

APPROVE SUPPLEMENTAL APPROPRIATION INTO BUILDING & ZONING 11012300

BE IT RESOLVED, to approve the following supplemental appropriation:

\$25,000.00 into #11012300-5400 (Purchased Services)

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

Mr. Young – yea

Mr. Grossmann – yea

Mrs. Jones – yea

Resolution adopted this 26th day of October 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Supplemental App. file
Building/Zoning (file)
OMB

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 21-1470

Adopted Date October 26, 2021

APPROVE SUPPLEMENTAL APPROPRIATION INTO SHERIFF'S OFFICE FUND #2286

BE IT RESOLVED, to approve the following supplemental appropriation adjustments within Warren County Sheriff's Office Fund #2286:

\$1000.00 into 22862200-5210 (Material & Supplies)

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

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

Resolution adopted this 26th day of October 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor ✓
Supplemental App. file
Sheriff (file)

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

Resolution

Number 21-1471

Adopted Date October 26, 2021

APPROVE APPROPRIATION ADJUSTMENT FROM COMMISSIONERS GENERAL FUND #11011110 INTO SHERIFF'S OFFICE - CORRECTIONS FUND #11012210

BE IT RESOLVED, to approve the following appropriation adjustment from Commissioners Fund #11011110 into Fund #11012210 in order to process a vacation and leave payout for Christopher Snyder former employee of Sheriff's Office - Corrections:

\$3,773.00	from	#11011110-5882	(Commissioners - Vacation Leave Payout)
	into	#11012210-5882	(Sheriff's Office - Corrections - Vacation Leave Payout)

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

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

Resolution adopted this 26th day of October 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor
Appropriation Adjustment file
Sheriff (file)
OMB

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 21-1472

Adopted Date October 26, 2021

APPROVE APPROPRIATION ADJUSTMENT FROM COMMISSIONERS GENERAL FUND #11011110 INTO DOMESTIC RELATIONS COURT FUND #11011230

BE IT RESOLVED, to approve the following appropriation adjustment from Commissioners Fund #11011110 into Fund #11011230 in order to process a vacation and sick leave payout for Pamela Jackson former employee of Domestic Relations Court:

\$6,774.00 from #11011110-5882 (Commissioners - Vacation Leave Payout)
 into #11011230-5882 (Domestic Relations Court - Vacation Leave Payout)

\$3,262.00 from #11011110-5881 (Commissioners - Vacation Leave Payout)
 into #11011230-5881 (Domestic Relations Court – Sick Leave Payout)

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

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

Resolution adopted this 26th day of October 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor
Appropriation Adjustment file
Domestic Relations Court (file)
OMB

BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO

Resolution

Number 21-1473

Adopted Date October 26, 2021

APPROVE APPROPRIATION ADJUSTMENTS WITHIN GENERAL FUNDS 11011110
AND 11011115

BE IT RESOLVED, to approve the following appropriation adjustments:


\$ 521.43	from	#11011110-5830	(BOCC Workers Comp)
\$ 3,500.00	from	#11011115-5940	(OMB Travel)
\$ 1,500.00	into	#11011115-5820	(OMB Health & Life Insurance)
\$ 521.43	into	#11011115-5210	(OMB Material & Supplies)
\$ 1,000.00	into	#11011110-5911	(Non-Taxable Meal Fringe)
\$ 1,000.00	into	#11011110-5400	(BOCC Purchased Services)

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

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

Resolution adopted this 26th day of October 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor
Appropriation Adj. file
OMB (file)

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 21-1474

Adopted Date October 26, 2021

APPROVE APPROPRIATION ADJUSTMENT WITHIN FRANKLIN MUNICIPAL COURT
11011271

BE IT RESOLVED, to approve the following appropriation adjustment:

\$1500.00	from	11011271-5142	(Acting Judges Payroll)
	Into	11011271-5162	(Acting Judges Gen Warrant)

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

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

Resolution adopted this 26th day of October 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/tao

cc: Auditor
Franklin Municipal Court (file)
OMB

BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO

Resolution

Number 21-1475

Adopted Date October 26, 2021

APPROVE APPROPRIATION ADJUSTMENT WITHIN FACILITIES MANAGEMENT
#11011600

BE IT RESOLVED, to approve the following appropriation adjustment:

\$50,000.00	from	#11011600-5410	(Contracts BOCC Approved)
	Into	#11011600-5400	(Purchased Services)
\$3,000.00	from	#11011600-5114	(Fac Overtime Pay)
	Into	#11011600-5317	(Non-Capital Purchase)
\$2,000.00	from	#11011600-5114	(Fac Overtime Pay)
	Into	#11011600-5855	(Clothing/Personnel Equip)

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

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

Resolution adopted this 26th day of October 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor
Appropriation Adj. file
Facilities Management (file)

BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO

Resolution

Number 21-1476

Adopted Date October 26, 2021

APPROVE APPROPRIATION ADJUSTMENTS WITHIN RECORDER'S FUND #2216

BE IT RESOLVED, to approve the following appropriation adjustments:

\$4,300.00	from	#22161160-5317	(Non-Capital Purchase)
\$4,000.00	from	#22161160-5820	(Health & Life Insurance)
\$4,000.00	from	#22161160-5910	(Other Expense)
\$12,300.00	into	#22161160-5400	(Purchased Services)

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

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

Resolution adopted this 26th day of October 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

lo/

cc: Auditor
Appropriation Adjustment file
Recorder (file)

BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO

Resolution

Number 21-1477

Adopted Date October 26, 2021

APPROVE APPROPRIATION ADJUSTMENT WITHIN JUVENILE RECLAIM GRANT
FUND# 2247

BE IT RESOLVED, to approve the following appropriation adjustment within Juvenile Reclaim
Grant Fund# 2247

\$ 5,000.00	from	22471242-5210	(Juv Reclaim Materials & Supplies)
	into	22471242-5911	(Non-Taxable Meal Fringe)

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

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

Resolution adopted this 26th day of October 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor
Appropriation Adj. file
Juvenile (file)

BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO

Resolution

Number 21-1478

Adopted Date October 26, 2021

APPROVE APPROPRIATION ADJUSTMENT WITHIN THE SEWER REVENUE FUND
NO. 5580

WHEREAS, the Water and Sewer Department incurs costs pertaining to job required training and education; and

WHEREAS, an appropriation adjustment is necessary to accommodate said costs; and

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

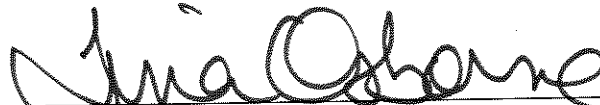
\$1,500.00	from	55803300 - 5998	(Reserve/Contingency)
	into	55803300 - 5850	(Training/Education)

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

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

Resolution adopted this 26th day of October 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

mbz

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

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 21-1479

Adopted Date October 26, 2021

APPROVE REQUISITIONS AND AUTHORIZE COUNTY ADMINISTRATOR TO SIGN DOCUMENTS RELATIVE THERETO


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

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

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

Resolution adopted this 26th day of October 2021.

BOARD OF COUNTY COMMISSIONERS

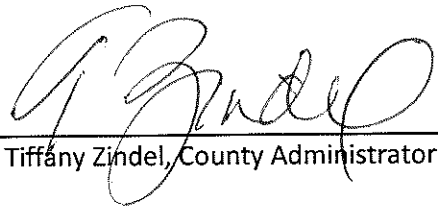

Tina Osborne, Clerk

cc: Commissioners' file

Year	Department	Vendor Name	Description	Amount
2021	BOC	JUSTICE AV SOLUTIONS	VIDEO CONFERENCE EQUIP MAINT AGRMT	\$ 10,446.00
2021	JUV	FORENSIC EVALUATION SERVICE CENTER	RECLAIM FORENSIC EVALUATIONS	\$ 5,000.00
2021	TEL	CENTRAL SQUARE TECHNOLOGIES LLC	CENTRAL SQUARE FIELD OPS LICENSES	\$ 3,600.00
2021	WAT	TERRAN CORPORATION	PROFESSIONAL SERVICES FOR WELL OPTIMIZATION STUDY	\$ 43,300.00
2021	FAC	SCHNEIDER ELECTRIC BUILDINGS	SECURITY CAMERAS 19 DAVE AVENUE	\$ 24,557.00
2021	FAC	PRODIGY BUILDING SOLUTIONS LLC	LIGHTING UPGRADE 900 MEMORIAL DR.	\$ 161,369.51
2021	ENG	REQ BLANKET VENDOR	ROE FOR KING AVE BRIDGE	\$ 1.00
2021	ENG	REQ BLANKET VENDOR	ROE FOR KING AVE BRIDGE	\$ 1.00
2021	ENG	REQ BLANKET VENDOR	ROE FOR KING AVE BRIDGE	\$ 1.00
2021	ENG	LITTLE MIAMI CONSERVANCY	PROPERTY PURCHASE KING AVE BRIDGE	\$ 3,949.00
2021	FAC	MIDDLETOWN FORD	FORD F350 PICKUP	\$ 34,868.00

Department	Vendor Name	Description	Amount
ENG	BRUMBAUGH CONSTRUCTION INC	SPRINGBORO RD BRIDGE REHA	\$ 12,232.80 INCREASE
WAT	BUILDING CRAFTS INC	RICHARD A RENNEKER MEMBRAN	\$ 116,668.00 INCREASE

10/26/2021 APPROVED:



Tiffany Zindel, County Administrator

Resolution

Number 21-1480

Adopted Date October 26, 2021

APPROVE REZONING APPLICATION INITIATED BY THE RURAL ZONING COMMISSION (CASE #2021-06), TO REZONE APPROXIMATELY 36 ACRES FROM LIGHT INDUSTRIAL MANUFACTURING ZONE "I-1" TO SINGLE FAMILY RESIDENTIAL (TWO ACRES DENSITY) "R1" FRANKLIN TOWNSHIP

WHEREAS, this Board met this 26th day of October 2021, for the rezoning application initiated by the Rural Zoning Commission (Case #2021-06), to rezone approximately 36 acres (Parcel Numbers 08292010020, 08292010060, 08292010040, 08292760020 and 08292760010) located on the west side of State Route 123 in Union Township from Light Industrial Manufacturing Zone "I-1" to Single Family Residential (Two Acre Density) "R1"; and

WHEREAS, this Board has considered the recommendation of the Regional Planning Commission, the decision of the Rural Zoning Commission and all those desiring to speak in favor of or in opposition to said rezoning application; and

NOW THEREFORE BE IT RESOLVED, to approve the rezoning application initiated by the Rural Zoning Commission (Case #2021-06), to rezone approximately 36 acres (Parcel Numbers 08292010020, 08292010060, 08292010040, 08292760020 and 08292760010) in Franklin Township from Light Industrial Manufacturing Zone "I-1" to Single Family Residential (Two Acre Density) "R1"

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 26th day of October 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk/fo

cc: RPC
RZC
Rezoning file
Applicant
Township Trustees

Resolution

Number 21-1481

Adopted Date October 26, 2021

APPROVE REZONING APPLICATION OF BLANCHESTER DOHP, LLC (CASE #2021-07), TO REZONE APPROXIMATELY 4.3 ACRES FROM RURAL RESIDENCE "RU" TO COMMUNITY COMMERCIAL BUSINESSES "B2" IN HARLAN TOWNSHIP

WHEREAS, this Board met this 26th for the rezoning application of Blanchester DOHP, LLC (Dollar General) (Case #2021-07), to rezone approximately 4.3 acres (Parcel Number 18033770020) located at 9079 SR 123 in Harlan Township from Rural Residence "RU" to Community Commercial Businesses "B2"; and

WHEREAS, this Board has considered the recommendation of the Regional Planning Commission, the decision of the Rural Zoning Commission and all those desiring to speak in favor of or in opposition to said rezoning application; and


NOW THEREFORE BE IT RESOLVED, to approve the rezoning application of Blanchester DOHP, LLC (Dollar General) (Case #2021-07), to rezone approximately 4.3 acres (Parcel Number 18033770020) in Harlan Township from Rural Residence "RU" to Community Commercial Businesses "B2".

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 26th day of October 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/to

cc: RPC
RZC
Rezoning file
Applicant
Township Trustees